

REGIONAL DISTRICT OF NANAIMO

**SPECIAL BOARD MEETING
TUESDAY, NOVEMBER 26, 2002
7:30 PM**

(City of Nanaimo Council Chambers)

A G E N D A

PAGES

1. **CALL TO ORDER**
2. **DELEGATIONS**
 - 4 **Scott Tanner & Frank Van Eynde**, re District 69 Recreation Community and Youth Grants-in-Aid Budget Reduction.
 - 5 **Sherry Leifer**, re Roving Youth Leader Position.
 - Russ Haycock**, Federation of Canadian Municipalities re FCM Partners for Climate Protection Program.
3. **BOARD MINUTES**
 - 6-19 Minutes from the Board meeting held on Tuesday, November 5, 2002.
4. **BUSINESS ARISING FROM THE MINUTES**
5. **COMMUNICATIONS/CORRESPONDENCE**
6. **UNFINISHED BUSINESS**
7. **STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS**
 - 7.1 **ELECTORAL AREA PLANNING COMMITTEE**
 - 7.2 **COMMITTEE OF THE WHOLE**
 - 7.3 **EXECUTIVE STANDING COMMITTEE**
 - 7.4 **COMMISSIONS**
 - District 69 Recreation Commission.
 - 20-48 Minutes from the District 69 Recreation Commission meeting held November 14, 2002.

(All Directors – Weighted Vote)

That the Memorandum of Understanding with the Parksville Curling Club Society be approved.

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

That the funding for the Recreation and Parks Grant Program be modified to allocate 50% of the annual funding available to the Community Grants program and 50% to the Youth Grants program.

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

That the two temporary part-time Recreation Program Assistant positions be terminated and the program be dissolved, and that the \$48,700 allocated in the 2003 Provisional Budget for wages be transferred to the Youth Grants Program.

7.5 SCHEDULED STANDING, ADVISORY STANDING AND SELECT COMMITTEE REPORTS

Electoral Area 'A' Parks, Recreation and Greenspaces Advisory Committee.

49-53 Minutes from the Electoral Area 'A' Parks, Recreation and Greenspaces Advisory Committee meeting held October 17, 2002. (All Directors – One Vote)

That the Electoral Area 'A' Community Trails Study be approved as presented for use as a guiding document for future trail initiatives. (Included as a separate enclosure)

8. ADMINISTRATOR'S REPORT

5457- Revised Terms of Reference for Electoral Area 'A' Park Advisory Committee. (All Directors – One Vote)

58-80 Gabriola Recreation Society Agreement Renewal. (All Directors - Weighted Vote)

81-85 Future Use of the District 69 Arena. (All Directors – One Vote)

86-96 License Agreement with City of Nanaimo for a Portion of RDN Land at Greater Nanaimo Pollution Control Centre for Extension of Neck Point Park Trail Network. (All Directors – Weighted Vote)

97-99 Section 700 Filings. (All Directors – One Vote)

100-103 Agricultural Land Reserve Exclusion and Inclusion Applications – All Electoral Areas. (All Directors except EA 'B' – One Vote)

104-107 FCM Partners for Climate Protection Program. (All Directors – One Vote)

- 108-118 Sewage Disposal Regulation Amendment Bylaw No. 1224.01. (Electoral Areas 'B', 'D', 'E', 'F', 'H' & City of Nanaimo – Weighted Vote)
- 119-136 Report of Election Results – 2002 Local Government Elections. (All Directors – One Vote)

9. **ADDENDUM**
10. **BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS**
11. **NEW BUSINESS**
12. **BOARD INFORMATION** (Separate enclosure on blue paper)
13. **ADJOURNMENT**
14. **IN CAMERA**

Burgoyne, Linda

From: Osborne, Tom
Sent: Friday, November 15, 2002 11:58 AM
To: Burgoyne, Linda
Cc: Connelly, Neil; Frank Van Eynde (E-mail); Scott Tanner (E-mail)
Subject: RDN Committee of the Whole Meeting - November 26 / 02

At the November 14, 2002 District 69 Recreation Commission Meeting, it was requested by the Commission for two members to address the RDN Board in regards to the reduction of the District 69 Recreation Community and Youth Grants In Aid to the 2003 Provisional Budget.

The following two commission members requested to speak as a delegation at the November 26, 2002 RDN Committee of the Whole Meeting:

Commissioner Scott Tanner
Commissioner Frank Van Eynde

Tom Osborne
Manager of Recreation and Parks
Regional District of Nanaimo
Recreation and Parks Department
Box 1119, 193 East Island Highway
Parksville, BC
V9P 2H2

E-mail: tosborne@rdn.bc.ca
Phone: (250) 248-3252
Toll Free: 1-888-828-2069
Fax: (250) 248-3159

www.rdn.bc.ca

Burgoyne, Linda

From: Sherry Leifer [sleifer@bcsupernet.com]
Sent: Monday, November 18, 2002 2:38 PM
To: Burgoyne, Linda
Subject: Re: Meeting Nov 26,

----- Original Message -----

From: Sherry Leifer
To: linda Burgoyne
Sent: Sunday, November 17, 2002 7:16 PM
Subject: Meeting Nov 26,

Hello, my name is Sherry Leifer. I've heard that the board is considering taking away the position of the roving youth leader from our community. I would like to take a few minutes on Nov 26, at the board meeting to let them know how beneficial I think the position is to our community. Sherry Leifer

11/18/2002

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REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE SPECIAL MEETING OF THE BOARD
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON
TUESDAY, NOVEMBER 5, 2002, AT 7:32 PM IN THE
NANAIMO CITY COUNCIL CHAMBERS**

Present:

Director G. Holme	Chairperson
Director I. Elliott	Electoral Area A
Director B. Sperling	Electoral Area B
Director E. Hamilton	Electoral Area C
Director D. Haine	Electoral Area D
Director J. McLean	Electoral Area F
Director J. Stanhope	Electoral Area G
Director R. Quittenton	Electoral Area H
Director J. Macdonald	City of Parksville
Director T. Westbroek	Town of Qualicum Beach
Director D. Rispin	City of Nanaimo
Alternate	
Director S. Lance	City of Nanaimo
Director L. McNabb	City of Nanaimo
Director T. Krall	City of Nanaimo
Director L. Sherry	City of Nanaimo
Director B. Holdom	City of Nanaimo

Also in Attendance:

K. Daniels	Chief Administrative Officer
C. Mason	Gen. Mgr. of Corporate Services
J. Finnie	Gen. Mgr. of Environmental Services
B. Lapham	Gen. Mgr. of Development Services
N. Avery	Manager of Financial Services
T. Osborne	Manager of Recreation & Parks
M. Donnelly	Manager of Transportation Services
N. Tonn	Recording Secretary

DELEGATIONS

Merv Wilkinson & Brian Bancroft, re DVP Application No. 0219 – Timmermans – 3140 Graham Road – Area A.

Mr. Wilkinson spoke in opposition to Development Variance Permit Application No. 0219.

Mr. Bancroft spoke in opposition to DVP Application 0219 noting that the application had previously been denied by the Board of Variance.

MOVED Director McNabb, SECONDED Director Krall, that the following late delegations be permitted to address the Board.

CARRIED

Mary Jane Puckrin, re Home Based Business.

Ms. Puckrin thanked the Board and staff for their efforts in assuring that the residents were consulted in the home based business regulation process in their area.

The Chairperson announced that the Regional District has received a Home Based Business Friendly Community Award, and thanked Ms. Puckrin for submitting the RDN's name for this award.

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Brian Senini, re Pump & Haul Amendment Bylaw No. 975.26.

Mr. Senini noted that the strata properties requesting inclusion in the pump and haul function have met every requirement for approval and requested that the Board reconsider their motion of October 22nd.

BOARD MINUTES

MOVED Director Sherry, SECONDED Director Macdonald, that the minutes of the regular Board meeting held on October 8, 2002 and the special Board meeting held on October 22, 2002 be adopted.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

Lawrence Clive Skinner, re DVP Application No. 0219 - Timmermans - 3140 Graham Road - Area A.

MOVED Director Sherry, SECONDED Director Hamilton, that the two pieces of correspondence from Lawrence Skinner with respect to Development Variance Permit Application No. 0219, be received.

CARRIED

Merv Wilkinson, re DVP Application No. 0219 - Timmermans - 3140 Graham Road - Area A.

MOVED Director Sherry, SECONDED Director Hamilton, that the correspondence from Merv Wilkinson with respect to Development Variance Permit Application No. 0219, be received.

CARRIED

Brian Bancroft, re DVP Application No. 0219 - Timmermans - 3140 Graham Road - Area A

MOVED Director Sherry, SECONDED Director Hamilton, that the correspondence from Brian Bancroft with respect to Development Variance Permit Application No. 0219, be received.

CARRIED

UNFINISHED BUSINESS

Public Hearing.

Minutes of the Public Hearings held October 3, 2002, with Respect to Land Use and Subdivision Amendment Bylaw No. 500.288 - Northern Star Developments Ltd. - Area H.

MOVED Director Quittenton, SECONDED Director McNabb, that the report of the Public Hearing containing the Summary of the Minutes of the Public Hearing held Thursday, October 3, 2002 at 7:10 pm on "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw 500.288, 2002", be received.

CARRIED

MOVED Director Quittenton, SECONDED Director Krall, that "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.288, 2002, be given 3rd reading, subject to the conditions outlined in Schedule No. 1.

CARRIED

Bylaws.

Bylaw No. 791.05.

MOVED Director Sherry, SECONDED Director McNabb, that "Rural Streetlighting Local Service Area Boundary Amendment Bylaw No. 791.05, 2002" be adopted.

CARRIED

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Bylaw No. 813.27.

MOVED Director Stanhope, SECONDED Director Rispin, that "French Creek Sewerage Facilities Local Service Area Amendment Bylaw No. 813.27, 2002" be adopted.

CARRIED

STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS

ELECTORAL AREA PLANNING STANDING COMMITTEE

MOVED Director Hamilton, SECONDED Director Elliott, that the minutes of the Electoral Area Planning Committee meeting held October 22, 2002, be received for information.

CARRIED

PLANNING

DEVELOPMENT PERMIT APPLICATIONS

DP Application No. 0247 – Broad/Collins – 3837 Amberwood Lane – Area E.

MOVED Director Hamilton, SECONDED Director Stanhope, that Development Permit Application No. 0247, submitted by Broad/Collins to vary the minimum setback from the sea from 8.0 metres from the top of the bank to a minimum of 1.4 metres pursuant to the Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987 and to permit the construction of the dwelling unit a minimum of 9.5 metres from the natural boundary within the Nanoose Bay Official Community Plan Bylaw No. 1118, 1998 Watercourse Protection Development Permit Area on the property legally described as Lot 11, District Lot 78, Nanoose District, Plan 47638, be approved subject to the requirements outlined in Schedule Nos. 1, 2 and 3 and subject to notification requirements pursuant to the Local Government Act.

CARRIED

DP Application No. 0248 – Parker – 2416 Shady Lane, Horne Lake – Area H.

MOVED Director Hamilton, SECONDED Director Quittenton, that Development Permit Application No. 0248, submitted by Grant and Treena Parker, for the property legally described as Strata Lot 333, District Lot 251, Alberni District, Plan VIS5160 be approved subject to the conditions outlined in Schedules No. 1, 2 and 3 and the notification requirements pursuant to the Local Government Act.

CARRIED

DP Application No. 0250 – Striker – Lot 5, Miller Road – Area G.

MOVED Director Hamilton, SECONDED Director Stanhope, that Development Permit Application No. 0250 by Ronald and Christine Striker, to construct a dwelling unit in a Sensitive Lands Development Permit Area pursuant to the Regional District of Nanaimo French Creek Official Community Plan Bylaw No. 1115, 1998 on the property legally described as Strata Lot 5, District Lot 28, Nanoose District, Plan VIS4363 be approved, subject to the conditions outlined in Schedule Nos. 1 to 6 of the corresponding staff report.

CARRIED

DEVELOPMENT VARIANCE PERMIT APPLICATIONS

DVP Application No. 0217 – Thompson/Goldney – Seaview Drive/Thompson Clarke Drive West – Area H.

MOVED Director Hamilton, SECONDED Director Quittenton,:

1. That Development Variance Permit Application No. 0217 by Richard Goldney on behalf of Tim and Linda Thompson, to vary the minimum setback requirement from 18.0 metres horizontal distance from the stream centerline to a minimum of 6.7 metres and from 8.0 metres to 5.0 metres from the front lot line for a building envelope; and

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2. vary the minimum setback requirement from 18.0 metres horizontal distance from the stream centerline to a minimum of 4.2 metres and from 2.0 metres to 1.9 metres from an interior and rear lot line and from 5.0 metres to 2.4 metres from another lot line for an existing garage;

for the property legally described as Lot 22, District Lot 21, Newcastle District, Plan 22249, be approved, subject to the requirements outlined in Schedules No. 1, 2 and 3 and notification requirements pursuant to the Local Government Act.

CARRIED

DVP Application No. 0218 – Alexander – 835 View Road – Area G.

MOVED Director Hamilton, SECONDED Director Stanhope, that Development Variance Permit Application No. 0218, to relax the minimum front lot line setback requirement from 8.0 metres to 6.50 metres for the property legally described as Lot 48, District Lot 78, Newcastle and Nanoose Districts, Plan 22438, to accommodate a covered deck structure, be approved subject to Schedules No. 1 and 2 and the notification requirements pursuant to the Local Government Act.

CARRIED

DVP Application No. 0219 – Timmermans – 3140 Graham Road – Area A.

The Chairperson asked if there were any delegations wishing to speak on this application.

Mr. Timmermans spoke in favour of Application No. 0219 and noted the difficulty in siting the dwelling due to the land formation.

MOVED Director Hamilton, SECONDED Director Elliott, that Development Variance Permit No. 0219, submitted by Cornelis Timmermans, to facilitate the development of a single dwelling unit and vary the maximum permitted dwelling unit height within the Rural 4 (RU4) zone from 9.0 metres to 10.5 metres for the property legally described as Lot 1, Section 4, Range 5, Cedar District, Plan VIP71097, be approved as submitted subject to the notification procedures pursuant to the Local Government Act.

MOVED Director Elliott, SECONDED Director Hamilton, that the motion be amended to stipulate that a buffer of trees be placed on the front property line.

CARRIED

The question was called on the main motion as amended.

The motion CARRIED.

COMMITTEE OF THE WHOLE STANDING COMMITTEE

MOVED Director Stanhope, SECONDED Director Krall, that the minutes of the Committee of the Whole meetings held October 15 and 22, 2002, be received for information.

CARRIED

COMMUNICATION/CORRESPONDENCE

Patricia Wallace, President, UBCM, re Response to Discussion Paper on Civil Liability.

MOVED Director Stanhope, SECONDED Director McLean, that the correspondence received from UBCM with respect to the UBCM discussion paper on civil liability be received.

CARRIED

Government of British Columbia News Release, re New Legislation Protects Drinking Water.

MOVED Director Stanhope, SECONDED Director McLean, that the new release from the Government of British Columbia with respect to the introduction of new legislation to improve drinking water protection be received.

CARRIED

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Brian Senini, re Pump and Haul Amendment Bylaw No. 975.26.

MOVED Director Stanhope, SECONDED Director McLean, that the correspondence received from Brian Senini with respect to Pump and Haul Amendment Bylaw No. 975.26 be received.

CARRIED

COMMUNITY SERVICES

RECREATION AND PARKS

Old Errington School – Community Consultation on Facility Management Options.

MOVED Director Stanhope, SECONDED Director Westbrook, that the Regional District advertise and consult with the community on local facility management interest and options for the old Errington School and that a Parks and Facilities Committee be appointed.

CARRIED

Park Development.

MOVED Director Stanhope, SECONDED Director Macdonald, that the staff report be received for information and that a letter be sent to the delegations advising of the information noted.

CARRIED

Crown Land Lease Offer for Community Park in Nanoose Bay.

MOVED Director Stanhope, SECONDED Director Sherry, that the Regional District request that a two-year lease term be provided for Lots 3, 4, 5 and 6 that comprise the Community Park on Nanoose Road in Electoral Area 'E' to allow for further discussion with the Regional Office of Land and Water BC Inc. on options for the future disposition of the lands.

CARRIED

District 69 Arena Multiplex Design/Build Agreement.

MOVED Director Stanhope, SECONDED Director Westbrook, that the Design/Build Contract with RG Construction Ltd. for the construction of the Arena Multiplex in accordance with the design and performance specifications and other items included in the agreement, as amended at the District 69 Director's meeting held October 22, 2002, be approved.

A recorded vote was requested.

The motion CARRIED with Directors Holme, Hamilton, Westbrook, Sherry, Haime, Sperling, Macdonald, Holdom, McNabb, Elliott, Krall, Lance, Rispin and Stanhope voting in the affirmative and Directors Quittenton and McLean voting in the negative.

District 69 Arena Multiplex Land Transfer Agreement.

MOVED Director Stanhope, SECONDED Director Westbrook, that the Land Transfer Agreement with Parksville Properties Corporation for the Arena Multiplex be approved.

CARRIED

REGIONAL GROWTH MANAGEMENT

Regional Growth Strategy Bylaw No. 1309 – Public Consultation Process.

MOVED Director Stanhope, SECONDED Director Sherry, that the submission from the Northwest Nanoose Residents Association, regarding the public consultation process associated with Regional Growth Strategy Bylaw No. 1309, be received and that a response be provided that refers to the Board's October 8, 2002 resolutions to rescind the Bylaw and refer it back to staff to allow for further public consultation.

CARRIED

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TRANSIT

Proposed Transit Fare Increase.

MOVED Director Stanhope, SECONDED Director Macdonald, that Transit fares be increased in accordance with the fare schedule attached to the staff report entitled "Proposed Transit Fares Effective January 1st, 2003".

CARRIED

DEVELOPMENT SERVICES

BUILDING INSPECTION

Section 700 Filings.

The Chairperson listed the filings and asked that if the property owners were in the audience and wished to address the Board, to come forward when their name was called.

MOVED Director Haime, SECONDED Director Westbrook, that the following item be deferred for thirty days:

Lot 31A, Nanoose Land District, except part in Plans 8514, 20737, 21281, 21799, 22619, 27139, 29437, 35911, 41797 and VIP62661, 7995 Superior Road, Electoral Area 'D', owned by L. and S. Doumont.

CARRIED

MOVED Director Stanhope, SECONDED Director Krall, that a notice be filed against the title of the properties listed, pursuant to Section 700 of the Local Government Act and that if the infractions are not rectified within ninety (90) days, legal action will be pursued:

Strata Lot C, Sections 4 and 5, Range 5, Cedar District, Strata Plan VIS3160 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1, 2781 Yellow Point Road, Electoral Area 'A', owned by L. and G. Foxcroft;

Lot 7, District Lot 52, Plan VIP53395, Nanoose District, 1609 Clayton Crescent, Electoral Area 'E', owned by J. and M. Hess.

CARRIED

PLANNING

ALR Regulation Amendment – Aquaculture Implications for RDN.

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

CARRIED

MOVED Director Stanhope, SECONDED Director Macdonald, that MAFF, MSRM and LWBC be requested to consult with the RDN concerning proposed amendments with respect to aquaculture regulations including proposed amendments to the ALR boundaries as they pertain to aquaculture.

CARRIED

ENVIRONMENTAL SERVICES

LIQUID WASTE

Pump and Haul LSA Amendment Bylaw No. 975.26.

MOVED Director Stanhope, SECONDED Director McLean, that the applications for inclusion in the pump and haul local service area be denied.

DEFEATED

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MOVED Director McNabb, SECONDED Director Krall, that the following properties be included into the pump and haul function and that "Regional District of Nanaimo Pump and Haul Local Service Area Amendment Bylaw No. 975.26, 2002" be read three times and forwarded to the Inspector of Municipalities for approval:

SL 179, VIS4673, Block 526, Cameron Land District.
SL 180, VIS4673, Block 526, Cameron Land District.
SL 181, VIS4673, Block 526, Cameron Land District.
SL 182, VIS4673, Block 526, Cameron Land District.
SL 183, VIS4673, Block 526, Cameron Land District.

CARRIED

MOVED Director McLean, that Electoral Area F be removed from the pump and haul function.

The motion was abandoned for lack of a seconder.

MOVED Director Westbrook, SECONDED Director Haime, that staff provide a report outlining possible changes to the pump and haul bylaw which would disallow inclusion of development properties.

CARRIED

UTILITIES

Nanoose Bay Bulk Water Supply LSA Capital Improvement Charge Bylaw No. 1323.

MOVED Director Stanhope, SECONDED Director Sherry, that "Nanoose Bay Bulk Water Supply Local Service Area Capital Improvement Charge Bylaw No. 1323, 2002" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

Nanoose Bay Bulk Water LSA Bylaw No. 1049.02 and Nanoose Bay Bulk Water Development Cost Charge Bylaw No. 1088.02.

MOVED Director Stanhope, SECONDED Director Sherry, that "Nanoose Bay Bulk Water Supply Local Service Area Boundary Amendment Bylaw No. 1049.02, 2002" be granted first three readings and forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Stanhope, SECONDED Director Sherry, that "Nanoose Bay Bulk Water Local Service Area Development Cost Charge Boundary Amendment Bylaw No. 1088.02, 2002" be granted first three readings and forwarded to the Inspector of Municipalities for approval.

CARRIED

Fairwinds Streetlighting LSA Bylaw No. 789.02.

MOVED Director Stanhope, SECONDED Director Westbrook, that "Fairwinds Streetlighting Local Service Amendment Bylaw No. 789.02, 2002" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

Barclay Crescent Sewer Initiative.

MOVED Director Stanhope, SECONDED Director Westbrook, that the current Provincial Local Government Grant for Barclay Crescent to Drew Road Area Sewers, Project No. S001153 for \$820,117.00 be relinquished.

CARRIED

MOVED Director Stanhope, SECONDED Director Westbrook, that staff be directed to apply for a Canada-BC Infrastructure Grant for 2/3 of the estimated construction cost to sewer the Barclay Crescent (South) area of French Creek.

CARRIED

COMMISSION, ADVISORY & SELECT COMMITTEE

Lantzville Parks & Open Space Advisory Committee.

MOVED Director Stanhope, SECONDED Director Haime, that the minutes as amended, of the Lantzville Parks & Open Space Advisory Committee meetings held July 8, 2002 and September 16, 2002, be received for information.

CARRIED

District 69 Recreation Commission.

MOVED Director Stanhope, SECONDED Director Westbrook, that the minutes of the District 69 Recreation Commission meeting held October 10, 2002, be received for information.

CARRIED

MOVED Director Westbrook, SECONDED Director Quittenton, that the following Youth Grants be approved:

Beacon Christian School – field improvements	\$ 2,500
Coombs Halloween Candy Walk	\$ 1,000
Coombs Hilliers Recreation Community Org. – play structure	\$ 2,500
District 69 Minor Softball – pitching machine	\$ 2,000
Oceanside Junior Cheer & Stunt Squad	\$ 2,000
Parksville Qualicum Youth Ski Group	\$ 1,500
Youth Breakdance Project	\$ 1,200

MOVED Director Stanhope, SECONDED Director Quittenton, that the following Community Grants be approved:

Arrowsmith Mountain Bike Society – epic race event	\$ 1,000
Coombs Hilliers Recreation Community Org. – bldg addition	\$ 4,000
Errington War Memorial Hall Association – field fencing	\$ 1,000
Mid-Island Wheelchair Sport Club – wheelchair	\$ 3,715
Parksville Royals Baseball Club – clay bricks for mounds	\$ 750
Parksville Royal Baseball Club – batting cage	\$ 500
Parksville Royals Baseball Club – cinder for infield	\$ 600

CARRIED

MOVED Director Stanhope, SECONDED Director Quittenton, that the Community Grant application from the Arrowview Elementary School PAC in the amount of \$4,660 be approved.

CARRIED

Grants-in-Aid Committee.

MOVED Director Hamilton, SECONDED Director Stanhope, that the minutes of the Grants-in-Aid Committee meeting held October 11, 2002 be received for information.

CARRIED

MOVED Director Hamilton, SECONDED Director Krall, that the following grant be awarded in District 68:

Nanaimo Search and Rescue Society	\$ 1,128.65
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CARRIED

MOVED Director Sherry, SECONDED Director Haime, that the remaining funds in the District 68 Grants-in-Aid budget be carried over to the 2003 budget.

CARRIED

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MOVED Director Stanhope, SECONDED Director Westbrook, that the following grants be awarded in District 69:

Caregivers Support Program	\$ 350
District 69 Volunteer Association	750
Navy League of Canada – Parksville Branch	1,100
Oceanside Community Kitchens Society	500
Parksville Meeting Place Society	500
Parksville/Qualicum Project Literacy	500
Vicious Vacant Productions – PUMEX	750

CARRIED

MOVED Director Stanhope, SECONDED Director Westbrook, that the remaining funds in the District 69 Grants-in-Aid budget be carried over to the 2003 budget.

CARRIED

MOVED Director Hamilton, SECONDED Director Quittenton, that the Grants-in-Aid criteria be amended as follows:

1. Grants-in-Aid are provided to non-profit organizations for social programs and services in the Regional District of Nanaimo.
2. The organization must provide a social enrichment service to the community and must demonstrate that the service provided does fill a need in the community, and that there is no overlapping with services already existing.
3. The organization must be local in nature, in that the grant requested is for a specific service to the residents of the Regional District of Nanaimo.
4. The organization must be a non profit organization and provide a current year budget and full financial statements for its operation, noting any other sources of funds. The organization must state specifically the use for the grant requested from the Regional District and the breakdown of expenses for its use.

The following services/functions will not be funded:

- (a) annual operating expenses
 - (b) remuneration (wages, salaries, fees)
 - (c) leasehold improvements
5. Applications falling under the umbrella of the City of Nanaimo will be returned to the applicant with an explanation.
 6. Late submissions will not be accepted.
 7. Applications that do not meet the criteria will not be accepted.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

Foreshore Protection.

MOVED Director Stanhope, SECONDED Director Westbrook, that staff prepare a report on the protection and control of the foreshore through the zoning bylaw process.

CARRIED

Civil Liability Discussion Paper.

MOVED Director Stanhope, SECONDED Director Westbrook, that a letter be sent to the Attorney General in support of the recommendations endorsed at the 2002 UBCM Convention with respect to the Civil Liability discussion paper.

CARRIED

ADMINISTRATOR'S REPORT

Board Procedure Amendment Bylaw 1268.01.

MOVED Director Stanhope, SECONDED Director Sherry, that "Board Procedure Amendment Bylaw No. 1268.01, 2002" be introduced and read three times.

A recorded vote was requested.

The motion CARRIED with Directors Holme, Hamilton, Quittenton, Westbrook, Sherry, Haime, Macdonald, Holdom, McNabb, Elliott, Krall, Lance, Rispin and Stanhope voting in the affirmative and Directors Sperling and McLean voting in the negative.

MOVED Director Stanhope, SECONDED Director Krall, that "Board Procedure Amendment Bylaw No. 1268.01, 2002" be adopted.

A recorded vote was requested.

The motion CARRIED with Directors Holme, Hamilton, Quittenton, Westbrook, Sherry, Haime, Macdonald, Holdom, McNabb, Elliott, Krall, Lance, Rispin and Stanhope voting in the affirmative and Directors Sperling and McLean voting in the negative.

PRESENTATION

2003 Provisional Budget.

MOVED Director Stanhope, SECONDED Director Holdom, that based on recent practices which reflect a growing tendency toward the indirect and direct downloading of functions formerly controlled by the provincial government, a letter be forwarded to the appropriate ministries reflecting the Board's dissatisfaction with this practice and that in cases where downloading is unavoidable, funds be allocated to local governments to alleviate the additional financial burden.

A recorded vote was requested.

The motion CARRIED with Directors Holme, Hamilton, Quittenton, Westbrook, Sherry, Haime, Sperling, Macdonald, Holdom, McNabb, Elliott, Krall, Lance, Rispin and Stanhope voting in the affirmative and Director McLean voting in the negative.

ADMINISTRATOR'S REPORT

Growth Management Plan Review Update - Regional Growth Strategy Bylaw No. 1309 - Bylaw Referral Status.

MOVED Director Stanhope, SECONDED Director Westbrook, that the report regarding the responses to the September 13, 2002 referral of "Regional District of Nanaimo Regional Growth Strategy Bylaw No. 1309, 2002", pursuant to Section 857 of the *Local Government Act*, to the Cities of Nanaimo and Parksville, the Town of Qualicum Beach, the Comox-Strathcona Regional District, the Alberni Clayquot Regional District and the Cowichan Valley Regional District, be received.

CARRIED

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Gabriola Island – Emergency Wharf Proposal.

MOVED Director Sperling, SECONDED Director McNabb, that up to \$7,000 be utilized from the General Administration Feasibility Fund for a water lot lease application and associated engineering services related to the establishment of a new local service function for an emergency wharf at Descanso Bay, Gabriola Island.

CARRIED

Northern Community Sewer LSA Development Cost Charge Expenditure Bylaw No. 1328.

MOVED Director Macdonald, SECONDED Director McLean, that "Northern Community Sewer Local Service Area Development Cost Charge Expenditure Bylaw No. 1328, 2002" be introduced and given three readings.

CARRIED

MOVED Director Macdonald, SECONDED Director Westbroek, that "Northern Community Sewer Local Service Area Development Cost Charge Expenditure Bylaw No. 1328, 2002" be adopted.

CARRIED

Construction Moratorium for the French Creek Water LSA (Chartwell & Sandpiper Subdivisions).

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

CARRIED

MOVED Director Stanhope, SECONDED Director Holdom, that a hydrogeological study in the Englishman River and French Creek watersheds be undertaken and the decision to request the authority to impose a construction moratorium in the Chartwell/Sandpiper area and/or in the other areas of the Regional District that may be utilizing this area's aquifers, be based on the results of the study.

CARRIED

French Creek Water LSA Water Line Looping.

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

CARRIED

MOVED Director Stanhope, SECONDED Director Westbroek, that staff continue with the alternative groundwater supply study and report back to the Board.

CARRIED

San Pareil Water Supply LSA Rates & Regulation Amendment Bylaw No. 1172.

MOVED Director Stanhope, SECONDED Director Macdonald, that the Domestic Water Rates specified in Part 1 of Schedule A of the staff report be amended to the rates in Schedule A as distributed.

CARRIED

MOVED Director Stanhope, SECONDED Director Westbroek, that "San Pareil Water Supply Local Service Area Rates and Regulations Amendment Bylaw No. 1172.02, 2002" be introduced and read three times.

CARRIED

MOVED Director Stanhope, SECONDED Director Westbroek, that "San Pareil Water Supply Local Service Area Rates and Regulations Amendment Bylaw No. 1172.02, 2002" be adopted.

CARRIED

MOVED Director Stanhope, SECONDED Director Westbroek, that the 2003 provisional budget be adjusted to reflect a San Pareil Water Local Service Area parcel tax of \$250 per parcel.

CARRIED

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Banking Services Recommendation.

MOVED Director McNabb, SECONDED Director McLean, that the Royal Bank be awarded a five year contract for banking services as outlined in their proposal submitted August 2002.

Operating Results to September 30, 2002.

CARRIED

MOVED Director Krall, SECONDED Director Holdom, that the summary report of financial results from operations to September 30, 2002 be received for information.

PRESENTATION

CARRIED

2003 Provisional Budget.

Regional Parks Budget Reduction Scenarios.

MOVED Director Stanhope, SECONDED Director Holdom, that the proposed \$400,000 requisition for regional parks in 2003 be retained with the municipalities and electoral areas sharing operational costs and the electoral areas covering reserve or acquisition costs.

CARRIED

Multiplex Financing and 2003 Budget.

MOVED Director Westbrook, SECONDED Director Stanhope, that the 2003 tax requisition be increased to \$1,200,000 to allow approximately \$694,000 to be applied against the multiplex costs and borrow the remainder over 20 years. The 2003 cost is estimated at \$17.20 per \$100,000. The cost after 2003 is estimated at \$17.20 per \$100,000.

A recorded vote was requested.

The motion CARRIED with Directors Holme, Hamilton, Quittenton, Westbrook, Sherry, Haime, Sperling, Holdom, McNabb, Krall, Korpan, Rispin and Stanhope voting in the affirmative and Directors Macdonald and McLean voting in the negative.

Director Elliott was not present for the recorded vote.

2003 Provisional Budget Bylaw No. 1327.

MOVED Director McNabb, SECONDED Director Krall, that "Regional District of Nanaimo 2003 Provisional Budget Bylaw No. 1327, 2002" be introduced for first three readings.

A recorded vote was requested.

The motion CARRIED with Directors Holme, Hamilton, Westbrook, Sherry, Sperling, Macdonald, Holdom, McNabb, Elliott, Krall, Korpan, Rispin and Stanhope voting in the affirmative and Directors Quittenton, Haime and McLean voting in the negative.

MOVED Director McNabb, SECONDED Director Krall, that "Regional District of Nanaimo 2003 Provisional Budget Bylaw No. 1327, 2002" having received first three readings, be adopted.

A recorded vote was requested.

The motion CARRIED with Directors Holme, Hamilton, Westbrook, Sherry, Sperling, Macdonald, Holdom, McNabb, Elliott, Krall, Korpan, Rispin and Stanhope voting in the affirmative and Directors Quittenton, Haime and McLean voting in the negative.

NEW BUSINESS

Transportation Corridor.

MOVED Director Krall, SECONDED Director Stanhope, that the Regional District of Nanaimo request the Association of Vancouver Island and Coastal Communities, the Province of British Columbia and the Federal Government to join with the City of Nanaimo in defense of the attempt by corporation to break up and segment the transportation corridor and to thereby violate the original intent of the E & N land grant.

A recorded vote was requested.

The motion CARRIED UNANIMOUSLY.

Arena Multiplex Budget.

Director Westbrook requested a report providing a detailed breakdown of the costs incurred in the 2002 Arena Multiplex Referendum and an explanation of the budget for this project.

Chairperson's Message.

The Chairperson noted the accomplishments of the Board over the last three years, wished everyone well in the upcoming elections and thanked the Directors not returning to office.

IN CAMERA

MOVED Director Krall, SECONDED Director Rispin, that pursuant to Section 242.2(1)(j) of the *Local Government Act* the Board proceed to an In Camera meeting to consider information which is prohibited from disclosure under Section 16(1)(c) of the *Freedom of Information and Protection of Privacy Act*.

CARRIED

ADJOURNMENT

MOVED Director Rispin, SECONDED Director McLean, that this meeting adjourn to allow for an In Camera meeting.

CARRIED

TIME: 9:04 PM

The meeting reconvened at 9:17 pm.

Treaty Table.

MOVED Director McLean, SECONDED Director Westbrook, that staff approach the Province to request the status of the acquisition of Little Mountain and Morrison Creek regional parks.

CARRIED

MOVED Director Sherry, SECONDED Director Krall, that staff be instructed to schedule a seminar session for the incoming Board on the issue of First Nation participation in Regional Governance. Background information should include both examples of various models proposed, such as the Treaty Related Measures (TRM) and the discussion paper prepared by the Lower Mainland Treaty Advisory Committee (LMTAC) and provide a comparison of the pros and cons of each, as it relates to the Regional District of Nanaimo and its individual members.

CARRIED

ADJOURNMENT

MOVED Director Krall, SECONDED Director McNabb, that this meeting terminate.

CARRIED

TIME: 9:19 PM

CHAIRPERSON

GENERAL MANAGER, CORPORATE SERVICES

**Minutes of the District 69 Recreation Commission Regular Meeting
Held on Thursday, November 14, 2002, at 8:30am
District 69 Arena, Parksville, BC**

Attendance:

Frank Van Eynde – Chair
Reg Nosworthy
Barbara Terry

Fred Demmon
Scott Tanner
Craig Young

Jack Pipes
Richard Quittenton

Staff:

Tom Osborne, Manager of Recreation and Parks
Neil Connelly, General Manager of Community Service
Dan Porteous, Recreation Program Supervisor
Marilynn Newsted, Recording Secretary

Delegations:

Tom Boag, Parksville Curling Club
George Godbaranson – Parksville Curling Club

Chair Van Eynde called the meeting to order at 8:35am.

Delegations

2.1 Tom Boag, Parksville Curling Club

Mr. Boag stated his presentation was in response to a letter, dated November 5, 2002, from the Town of Qualicum Beach to the Regional District of Nanaimo, regarding the future use of the existing District 69 Arena. Mr. Boag presented a brief overview of the history of the Parksville Curling Club. He reviewed the Parksville Curling Club's preliminary estimate of revenue and expenses for operation of a curling rink in the District 69 Arena. Mr. Boag requested that the District 69 Recreation Commission support the Parksville Curling Club in their request that the Town of Qualicum Beach withdraw their recommendation that the Parksville Curling Club pay a minimum monthly rent of \$1,000 for the use of the existing District 69 Arena and that the Commission support the Memorandum of Understanding between the Club and the RDN as it is currently written.

Minutes

- 3.1 MOVED Commissioner Quittenton, SECONDED Commissioner Young that the minutes of the District 69 Recreation Commission Regular Meeting held on October 10, 2002 be approved.

CARRIED

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Communications / Correspondence

- 4.0 Commissioners received late correspondence from Parksville Curling Club and the Kidfest Committee.

MOVED Commissioner Nosworthy, SECONDED Commissioner Pipes, that the correspondence from Kelly Collins - Nanoose Place, Nelson Eddy - Deep Bay Yacht Club, Town of Qualicum Beach, Parksville Curling Club and the Kidfest Committee be received.

CARRIED

Reports

- 5.0 Commission received a late report from C. Mason on the Arena Multiplex Referendum Costs.

- 5.1 Mr. Osborne presented the staff reports from the four function areas.

MOVED Commissioner Quittenton, SECONDED Commissioner Terry, that the staff reports from the Ravensong Aquatic Centre, the District 69 Arena, the Recreation Coordinating and the Regional Parks and Trail and Community Parks be received.

CARRIED

Commissioner Quittenton requested staff install a boardwalk in damp areas of Lighthouse Country Trail.

- 5.2 Mr. Osborne reviewed the Arena Multiplex Project for the Commission. He stated that the Transfer Agreement and the Design / Build Contract were approved by the Regional District of Nanaimo Board on November 5, 2002.

- 5.3 Mr. Osborne reviewed the Arena Multiplex Referendum Costs Report.

MOVED Commissioner Demmon, SECONDED Commissioner Young, that the report on the Arena Multiplex Referendum Costs be received.

CARRIED

New Business

- 8.1 Commissioners thoroughly discussed the Parksville Curling Club Memorandum of Understanding, reviewing information presented by Mr. Boag and staff.

MOVED Commissioner Quittenton, SECONDED Commissioner Young, that the Memorandum of Understanding with the Parksville Curling Club Society be approved.

CARRIED

- 8.2 Mr. Osborne reviewed the District 69 Recreation Grants Program Funding Amendments.

MOVED Commissioner Quittenton, SECONDED Commissioner Young, that the funding for the Recreation and Parks Grant Program be modified to allocate 50% of the annual funding available to the Community Grants program and 50% to the Youth Grants program.
CARRIED

- 8.3 Commission discussed the information received in the Recreation Program Assistants (Roving Leaders) Status Report.

MOVED Commissioner Nosworthy, SECONDED Commissioner Pipes, that the two, temporary, part-time Recreation Program Assistant positions be terminated and the program be dissolved, and that the \$48,700 allocated in the 2003 Provisional Budget for wages be transferred to the Youth Grants Program.

A recorded vote was requested.

The motion CARRIED with Commissioners Pipes, Nosworthy, Quittenton, Young, Demmon, and Van Eynde voting in the affirmative and Commissioners Tanner and Terry voting in the negative.

Commissioner Roundtable

Commissioner Tanner suggested a delegation approach the Regional District of Nanaimo Board to request that funding cut from the District 69 Recreation Community and Youth Grants program be reinstated.

Commissioner Young stated the Parksville Bicycle Advisory Committee plans to create a bike loop through the Ermineskin Park area to link up with the District 69 Trails System.

Commissioner Van Eynde reported that the Nanoose Parks and Open Space Committee would be distributing a questionnaire to residents of Electoral Area 'E' with regard to beach accesses and the Claudet Road Community Park.

Adjournment

MOVED Commissioner Terry, that the meeting be adjourned at 10:38am.

Next Meeting

To be announced. This was the last meeting of the District 69 Recreation Commission for 2002. Once new Commission appointments have been made in January 2003 a meeting will be scheduled.

TO: Neil Connelly
General Manager of Community Services

DATE: October 15, 2002

FROM: Tom Osborne
Manager of Recreation and Parks

FILE: 7710-01-PCURL

SUBJECT: Parksville Curling Club Memorandum of Understanding

PURPOSE

To review and approve the Memorandum of Understanding (MOU) with the Parksville Curling Club Society for use of the District 69 Arena as a curling facility.

BACKGROUND

On June 22, 2002 a referendum to seek electoral consent to fund and build the Arena Multiplex at Wembley Mall in Parksville was held and subsequently approved. Prior to the referendum, the Parksville Curling Club Society provided the Regional District with a Letter of Intent to manage the operations of the District 69 Arena for use as a curling facility with no taxation subsidy from the Regional District. In addition to offering seasonal curling, during the off-season the Club would book the facility for dry floor sports such as lacrosse and other community events in cooperation and conjunction with the RDN Recreation and Parks Department facility booking staff.

Staff met with the Executive Committee of the Curling Club throughout the summer of 2002 to discuss and prepare the terms of the MOU. At the September 17, 2002 Annual General Meeting of the Parksville Curling Club Society, the membership of the Society approved the MOU attached to this report. A *draft* lease agreement between the Regional District and the Parksville Curling Club is included as an Appendix to the MOU. Once the Arena Multiplex is substantially completed, the Curling Club would enter into a lease with the Regional District to use the District 69 Arena as a curling facility.

The MOU provides for the Regional District to lease the District 69 Arena to the Society for a period commencing within thirty (30) days after the RDN Multiplex is open to the public and fully operative until the expiry of the term of the Head Lease between the City of Parksville and the Regional District. The MOU also provides that if the RDN Multiplex is not open to the public and fully operative by September 2, 2003, the Regional District may postpone the Commencement Date of the Lease to September 1, 2004, or such other time as is mutually agreeable to the parties.

The MOU also stipulates that no later than March 1, 2003, the Society must provide the Board of the Regional District with a report on the status of the Society's membership drive, such that the Board is reasonably satisfied that the Society's membership levels will be sufficient to support the Society's lease and operation of the District 69 Arena.

Through the MOU, it is agreed that the District 69 Arena will be leased to the Society on an "as is - where is" basis, and that the Society shall be solely responsible for all repairs, improvements and upgrades necessary for the operation of the District 69 Arena by the Society. It is understood by the Society that the ultimate signing of the lease between the Regional District and the Society would also require approval by the City of Parksville.

ALTERNATIVES

1. That the Regional District of Nanaimo approve the Memorandum of Understanding with the Parksville Curling Club Society for their use of the District 69 Arena.
2. That the Regional District of Nanaimo not sign the Memorandum of Understanding with the Parksville Curling Club Society for the use of the District 69 Arena and provide for alternative terms to be pursued with the Society.

FINANCIAL IMPLICATIONS

Costs associated with the preparation and finalization of the Agreement are provided for in the District 69 Arena budget.

INTERGOVERNMENTAL IMPLICATIONS

The length of the lease with the Parksville Curling Club Society will be restricted by the term of the Regional District lease for the Arena Lands with the City of Parksville. The maximum term for the lease into which the Regional District can enter is five years less a day or the length of the main lease for the lands less a day, whichever is longer.

As per the conditions of the Land Lease with the City, Parksville City Council must also approve any sub-lease into which the Regional District enters for the Arena Lands.

In order for the Parksville Curling Club Society to receive a tax exemption for their intended use, Parksville City Council will need to pass a tax exemption bylaw on an annual basis. Alternatively, to avoid this tax exemption, the Curling Club could request the Regional District to re-structure the lease and make it an Operating Agreement. This however may impose other liabilities and not be the "arms length" that may be preferred by the Board as it would indicate that the Regional District is in the service area of providing curling to residents in District 69.

SUMMARY

The Parksville Curling Club Society provided the Regional District with a Letter of Intent to manage the District 69 Arena as a curling facility with no tax subsidy from the RDN. The Curling Club at their September 17, 2002 Annual General Meeting approved a Memorandum of Understanding (MOU) with the Regional District that includes a lease for their use of the arena facility.

RECOMMENDATION

That the Regional District approve the Memorandum of Understanding with the Parkville Curling Club Society that provides for their use of the District 69 Arena when the Arena Multiplex is completed.

Original signed by Tom Osborne
Report Writer

Original signed by Neil Connelly
General Manager Concurrence

Original signed by Kelly Daniels
C.A.O. Concurrence

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING dated the ____ day of _____, 2002.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, B.C.
V9T 6N2

(hereinafter called the "Regional District")

AND:

THE PARKSVILLE CURLING CLUB
(#28480)
102 - 156 Morison Avenue
Box 1624
Parksville, B.C.
V9P 2H3

(hereinafter called the "Society")

WHEREAS:

- A. The Regional District owns and operates the District 69 Arena within the City of Parksville, on land leased for that purpose from the City of Parksville;
- B. The Regional District is developing a new arena facility (the "RDN Multiplex") at the site of the Wembley Mall in the City of Parksville;
- C. Upon the opening of the RDN Multiplex, the Regional District wishes to lease the District 69 Arena to the Society, and the Society wishes to lease the District 69 Arena from the Regional District, on the terms and conditions set out herein;
- D. The parties wish to set out in this non-binding Memorandum of Understanding the terms and conditions under which the Regional District will lease the District 69 Arena to the Society.

NOW THEREFORE the parties state their mutual understanding and intention to be as follows:

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1.0 INTENTION TO LEASE

- 1.1 Subject to the preconditions set out in this Memorandum of Understanding, the Regional District will lease the District 69 Arena to the Society for a period commencing within thirty (30) days after the RDN Multiplex is open to the public and fully operative until the expiry of the term of the Head Lease between the City of Parksville and the Regional District, provided that if the RDN Multiplex is not expected to be open to the public and fully operative by September 2, 2003, the Regional District may, by written notice to the Society, delivered no later than four (4) months prior to the Commencement Date, postpone the Commencement Date of the Lease to September 1, 2004, or such other time as is mutually agreeable to the parties.
- 1.2 The terms and conditions of the lease to be entered into by the Regional District and the Society are as set out in the form of lease attached hereto as Schedule 'A'.
- 1.3 The Regional District will prepare and deliver the lease to the Society for execution within 14 days of receiving an occupancy certificate for the RDN Multiplex.

2.0 PRECONDITIONS

- 2.1 Before the Regional District enters into the lease contemplated under this Memorandum of Understanding, the following conditions must be satisfied:
- (a) construction of the RDN Multiplex must be completed and an occupancy certificate for the RDN Multiplex must be obtained from the City of Parksville;
 - (b) Council for the City of Parksville must approve the lease of the District 69 Arena to the Society; and
 - (c) no later than March 1, 2003, the Society must provide the Board of the Regional District (the "Board") with a report on the status of the Society's membership drive, such that the Board is reasonably satisfied that the Society's membership levels will be sufficient to support the Society's lease and operation of the District 69 Arena.

3.0 CONDITION OF PREMISES AND REMOVAL OF EQUIPMENT

- 3.1 The parties agree that the District 69 Arena will be leased to the Society on an "as is-where is" basis, and that the Society shall be solely responsible for all repairs, improvements and upgrades necessary for the operation of the District 69 Arena by the Society.
- 3.2 Prior to the execution of the lease, the Regional District will remove from the District 69 Arena all of the fixtures, furnishings and equipment listed in Schedule "B" hereto, and the Society will be responsible at its sole cost for the provision of any replacements necessary for the operation of the District Arena by the Society.

AGREED AND CONSENTED TO this ____ day of _____, 2002.

For the Regional District of Nanaimo:)
)
)
_____)
Chief Administrative Officer)
)
_____)
General Manager, Corporate Services)
)

For the Parksville Curling Club:)
)
_____)
Name & Title)
)
_____)
Name & Title)
)

SCHEDULE "A"

SUBLEASE

LEASE

THIS LEASE dated the ____ day of _____, 2002.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, B.C.
V9T 6N2

(hereinafter called the "Landlord")

AND:

THE PARKSVILLE CURLING CLUB
(#28480)
102 - 156 Morison Avenue
Box 1624
Parksville, B.C.
V9P 2H3

(hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. The Landlord is the lessee of the land described in Schedule 'A' annexed to this Lease (the "Lands") under the terms of a Lease between the Landlord and the City of Parksville (the "Head Lease") made the ____ day of _____, 2002;
- B. The Landlord is the owner of an arena facility situated upon the Lands known as the "District 69 Arena";

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- C. The Tenant has requested and the Landlord has agreed to grant a lease of the Lands and the District 69 Arena on the following terms.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the rents and agreements to paid and performed by the Tenant,

1.0 Premises

- 1.1 The Landlord leases to the Tenant the Land and the District 69 Arena (together described hereafter as the "Premises").

2.0 Term

- 2.1 For a term commencing on the _____ day of _____, 2003 and ending on the _____ day of _____, 2007 (the "Term").

3.0 Use

- 3.1 The Tenant may use the Premises for the purpose of curling and related activities of the Tenant, for operating a facility for public recreation events and dry floor sports, and for other related community uses.

4.0 Rent

- 4.1 The Tenant shall pay to the Landlord an annual rent of FIVE (\$5.00) DOLLARS due and payable on the first day of each year of the term, or part thereof.

5.0 Tenant's Covenants

The Tenant covenants with the Landlord:

- 5.1 to pay all rents reserved under this Lease;
- 5.2 to pay all taxes, rates, duties and assessments whatsoever, whether municipal, provincial, federal, or otherwise, including GST, charged upon the Tenant or the Landlord as a result of the Tenant's occupation of or use of the Premises unless exempted by municipal bylaw;

Utilities

- 5.3 to pay as they become due all charges for all gas, oil, telephone and electric light and power used on the Premises;

Construction

5.4 that it will not construct any buildings or structures on the Premises, and will not make any alterations, additions or improvements on or to the Premises including, without limitation, to the District 69 Arena mechanical and ice-making equipment unless, unless it has obtained:

- (a) the consent of the Landlord;
- (b) if required by law, a development permit from the City of Parksville;
- (c) if required by law a building permit authorizing the construction or renovations of the buildings and structures set out in the permit and the plans and specifications attached to it;

and all such work shall be carried out at the cost of the Tenant;

Assign or Sublet

5.5 that it will not assign nor sublet without leave of the Landlord, and without limiting the discretion of the Landlord to grant or refuse such leave, the Tenant acknowledges that under the terms of the Head Lease, any proposed assignment or sublease of this Lease will require the leave of the Council of the City of Parksville;

Nuisance

5.6 that it will not carry on or do or allow to be carried on or done on the Premises anything that

- (a) may be or become a nuisance to the Landlord or the public,
- (b) increases the hazard of fire or liability of any kind,
- (c) increases the premium rate of insurance against loss by fire or liability upon the Premises,
or
- (d) invalidates any policy of insurance for the Premises; or
- (e) directly or indirectly causes damage to the Premises;

Regulations

- 5.7 that it will
- (a) comply promptly at its own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Landlord or the Tenant, and
 - (b) indemnify the Landlord from all lawsuits, damages, losses, costs or expenses that the Landlord may incur by reason of non-compliance by the Tenant with legal requirements or by reason of any defect in the Premises or any injury to any person or to any personal property contained on the Premises unless the damages, losses, costs, expenses or injuries are the result of the negligence of the Landlord;

Insurance

- 5.8 that it will take out and maintain during the Term, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use and occupancy of the Premises by the Tenant in the amount of not less than Two Million (\$2,000,000.00) Dollars per single occurrence or such greater amount as the Landlord may from time to time designate, naming the Landlord as an insured party thereto and shall provide the Landlord with a certified copy of such policy or policies;
- 5.9 that
- (a) it will take out and maintain during the Term a policy of insurance insuring the Premises to the full insurable replacement value thereof against risk of loss or damage caused by or resulting from fire, lightning, tempest, or earthquake or any additional peril against which the Landlord normally insures, and
 - (b) this policy of insurance shall name the Landlord as an insured party to it and shall be in a form satisfactory to the Landlord, and
 - (c) the Tenant shall provide the Landlord with a certified copy of the policy;
- 5.10 that all policies of insurance shall contain a waiver of subrogation clause in favour of the Landlord and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice;
- 5.11 that if the Tenant does not provide or maintain in force the insurance required by this Lease, the Landlord may take out the necessary insurance and pay the premium for periods of one year at a time, and the Tenant shall pay to the Landlord as additional rent the amount of the premium immediately on demand;
- 5.12 that if both the Landlord and the Tenant have claims to be indemnified under any insurance required by this Lease, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant;

Indemnification

- 5.13 that it will indemnify the Landlord from and against all lawsuits, damages, losses, costs or expenses which the Landlord may incur by reason of the use of the Premises by the Tenant or the carrying on upon the Premises of any activity in relation to the Tenant's use of the Premises and in respect of any loss, damage or injury sustained by the Tenant, or by any person while on the Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, including all costs and legal costs, taxed on a solicitor and client basis, and disbursements and this indemnity shall survive the expiry or sooner determination of this Lease;

Builders Liens and Other Charges

- 5.14 that it will not permit, do or cause anything to be done to the Premises that would allow any lien, certificate of pending litigation, judgment or certificate of any court, or any mortgage, charge, conditional sales agreement, personal property security or other encumbrance to be imposed or remain on title to the Premises, or any part thereof. In the event of registration of any lien, charge, conditional sales agreement, personal property security or other encumbrance against the Premises, or part thereof, the Tenant shall, within 10 days notice thereof, and at its sole expense, immediately cause the same to be discharged whether by payment or security or other manner as may be permitted by law, and failing which the Landlord, may, but shall not be obliged to, make any payments required to procure the discharge of such lien, charge or encumbrance and the Tenant shall forthwith indemnify the Landlord for all expenses, including legal fees on a solicitor-client basis in connection therewith;

Maintenance

- 5.15 to maintain the Premises, at all times to a high standard of maintenance consistent with the maintenance standards of a local government recreation facility, such maintenance to include, without limitation, the provision of janitorial services, grounds maintenance and upkeep of the parking areas, exterior and interior painting and the regular maintenance of all equipment, furnishings and fittings;

Repairs

- 5.16 to carry out all repairs that are necessary for the proper operation of the District 69 Arena, including without limitation, any necessary repairs or replacements of the structural components of the District 69 Arena, or its roof, electrical and mechanical systems, flooring, furnishings, fittings or equipment;

Continuous Operation

- 5.17 to operate the District 69 Arena for the purposes contemplated hereunder continuously throughout the Term, so that the District 69 Arena is operated as a curling facility for the use of the Society and third parties to whom the Society may licence the use of the District 69 Arena, and so that when not in use as a curling facility the District 69 Arena is operated as a recreational facility for dry floor sports and public recreation events;

Staffing

- 5.18 to provide sufficient personnel for the safe and proper operation of the District 69 Arena, whether through volunteers or paid staff, or a combination of those;

Booking of Dry Floor Events

- 5.19 to cooperate with the Landlord's Recreation and Parks Department in the booking of dry floor sports and public recreation events during the Dry Floor Season;

Annual Report

- 5.20 to provide an annual report to the Board of the Landlord within 30 days of the end of each year of the Term, such report to include information on the Tenant's membership and programming, as well as audited copies of the Tenant's financial statements.

6.0 Landlord's Covenants

- 6.1 The Landlord covenants with the Tenant for quiet enjoyment.

7.0 Miscellaneous Covenants

And it is hereby mutually agreed:

Re-entry

- 7.1 that if the Tenant shall default in the payment of rent, or the payment of any other sum payable hereunder, or fail to perform any covenant hereunder and if such default shall continue for thirty (30) days after the giving of written notice by the Landlord to the Tenant, then the Landlord may re-enter the Premises and the rights of the Tenant with respect to the Premises shall lapse and be absolutely forfeited;

Forfeiture

- 7.2 that the Landlord, by waiving or neglecting to enforce the right to forfeiture of this Lease or the right of re-entry upon breach of any covenant, condition or agreement in it, does not waive the Landlord's rights upon any subsequent breach of the same or any other covenant, condition or agreement in this Lease;

Revenue

- 7.3 that all revenue from the operation of the District 69 Arena during the Term shall be for the account of the Tenant;

Destruction

- 7.4 (a) that if the Premises are damaged by fire, flood or other casualty the Tenant shall, within thirty (30) days after the fire, flood or other casualty advise the Landlord in writing whether the Tenant intends to restore, repair or replace the Premises or the portion damaged. If the Tenant intends to undertake and complete restoration, repair or replacement the Tenant shall do so within twelve (12) months after the damage has occurred;
- (b) if the Tenant elects not to undertake restoration, repair or replacement this Lease shall terminate and, for the purpose of this subsection, if the Tenant does not advise the Landlord concerning the Tenant's intention within the thirty (30) days, the Tenant shall be deemed to have elected not to undertake restoration, repair and replacement;

Fixtures

- 7.5 that, unless the Tenant, upon notice from the Landlord, removes them, all buildings, structures or improvements constructed on the Premises by the Tenant, save and except for moveable business fixtures of the Tenant, shall, at the determination of the Lease, become the sole property of the Landlord at no cost to the Landlord;

Insolvency

- 7.6 that if
- (a) the Term or any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale or chattel mortgage, or
- (b) if a writ of execution issues against the goods or chattels of the Tenant, or
- (c) if the Tenant makes any assignment for the benefit of creditors, or
- (d) if the Tenant becomes insolvent or bankrupt, or
- (e) being an incorporated company or society if proceedings are begun to wind up the company or society, or
- (f) if the Premises or any part of them becomes vacant and unoccupied for a period of thirty (30) days or is used by any other person or persons for any purpose other than permitted in this Lease without the written consent of the Landlord,

the Term shall, at the option of the Landlord, immediately become forfeited and the then current month's rent for the three months next following shall immediately become due and payable as liquidated damages to the Landlord, and the Landlord may re-enter and repossess the Premises despite any other provision of this Lease;

Removal of Goods

- 7.7 if the Tenant removes its goods and chattels from the Premises, the Landlord may follow them for 30 days;

Renewal

- 7.8 that upon the expiration of the Term the parties may mutually agree to enter into a new lease of the Premises containing agreed terms and conditions, subject to a renewal of the Head Lease, and the approval of the Council for the City of Parksville to a new lease between the Landlord and the Tenant;

Time

- 7.9 that time shall be of the essence of this Lease;

Termination

- 7.10 that the Landlord may terminate this Lease at any time upon the provision of 30 days notice in writing to the Tenant if the Tenant is in default of any provision of this Lease;
- 7.11 that either the Landlord or the Tenant may terminate this Lease at any time upon the provision of six (6) months' written notice, provided that if the period of notice provided by the Landlord falls within the period between October 15th of one year of the Term and April 15th of the next year, the Landlord's termination will be deemed effective April 15th. This provision for extension of the period of notice shall not apply to a notice of termination for default given under section 7.10;

Notices

- 7.12 that any notice required to be given under this Lease shall be deemed to be sufficiently given:
- (a) if delivered, at the time of delivery, and
 - (b) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the Landlord:

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

If to the Tenant:

Box 1624
Parksville, BC V9P 2H3

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of the

mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lockout or other labour dispute then the notice may only be given by actual delivery of it;

Net Lease

- 7.13 that this Lease shall be a complete carefree net lease to the Landlord as applicable to the Premises and the Landlord shall not be responsible during the Term for any cost, charges, expenses or outlays of any nature whatsoever in respect of the Premises or its contents, or the operation of the Premises, except those mentioned in this Lease;

Landlord's Insurance

- 7.14 that in the event the cost to the Tenant of the property insurance required under section 5.9 exceeds the cost of such insurance, should it be placed and maintained by the Landlord, that by agreement of the Landlord and Tenant, the Landlord may place and maintain such property insurance for the Premises and charge the cost of that insurance to the Tenant;

Fitness of Premises

- 7.15 (a) that the Landlord has made no representation or warranties as to the condition, fitness or nature of the Premises and by executing this Lease, the Tenant releases the Landlord from any and all claims that the Tenant now has or may in future have in that respect;
- (b) that the Tenant admits that it has inspected the Premises in their present state, that they are suitable for the Tenant's purposes, and that the Tenant shall at its sole cost be responsible for any and all repairs, improvements and upgrades necessary for the operation of the District 69 Arena by the Tenant;

Inspection

- 7.16 that the Landlord may enter the Premises at any time during the Landlord's regular business hours, and at any other time on providing twenty-four (24) hours notice to the Tenant, for the purpose of inspecting the Premises and determining whether the Tenant is in compliance with its obligations under this Lease;

Binding Effect

- 7.17 that this Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees;

Amendment

- 7.18 that the parties hereto may by agreement amend the terms of this Lease, such amendment to be evidenced in writing and executed by both parties;

Law Applicable

7.19 that this Lease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia;

7.20 **Relationship of the Parties**

No provision of this lease shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, or a principal-agent relationship between the parties;

Interpretation

7.21 that when the singular or neuter are used in this Lease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;

7.22 all provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;

7.23 that the headings to the clauses in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or provision of it.

IN WITNESS the parties have signed and sealed this Lease on the ___ day of _____, 2002.

For the Regional District of Nanaimo:)
)
)
_____)
Chief Administrative Officer)
)
_____)
General Manager, Corporate Services)
)

For the Parksville Curling Club:)
)
_____)
Name & Title)
)
_____)
Name & Title)
)

SCHEDULE "A"

That part of the remainder of Parcel "B" (DD34903-I) as shown outlined on the reference plan annexed hereto as Schedule "A" and prepared by N. Roger Parry, B.C.L.S., dated the 2nd day of December, 1997, and marked "Lease Area A".

**REFERENCE PLAN TO ACCOMPANY LEASE OF PART
 OF THE REMAINDER OF PARCEL B (DD 349031)
 OF DISTRICT LOT 13, NANOOSE DISTRICT.**
 (Pursuant to Section 99(1)(b) of the Land Title Act.)

PLAN VIP **67307**

Deposited in the Land Title Office of British C.O.
 on the 9th day of January, 1992

B.C.S.S. 92F.009
 Scale = 1:1000



LEGEND

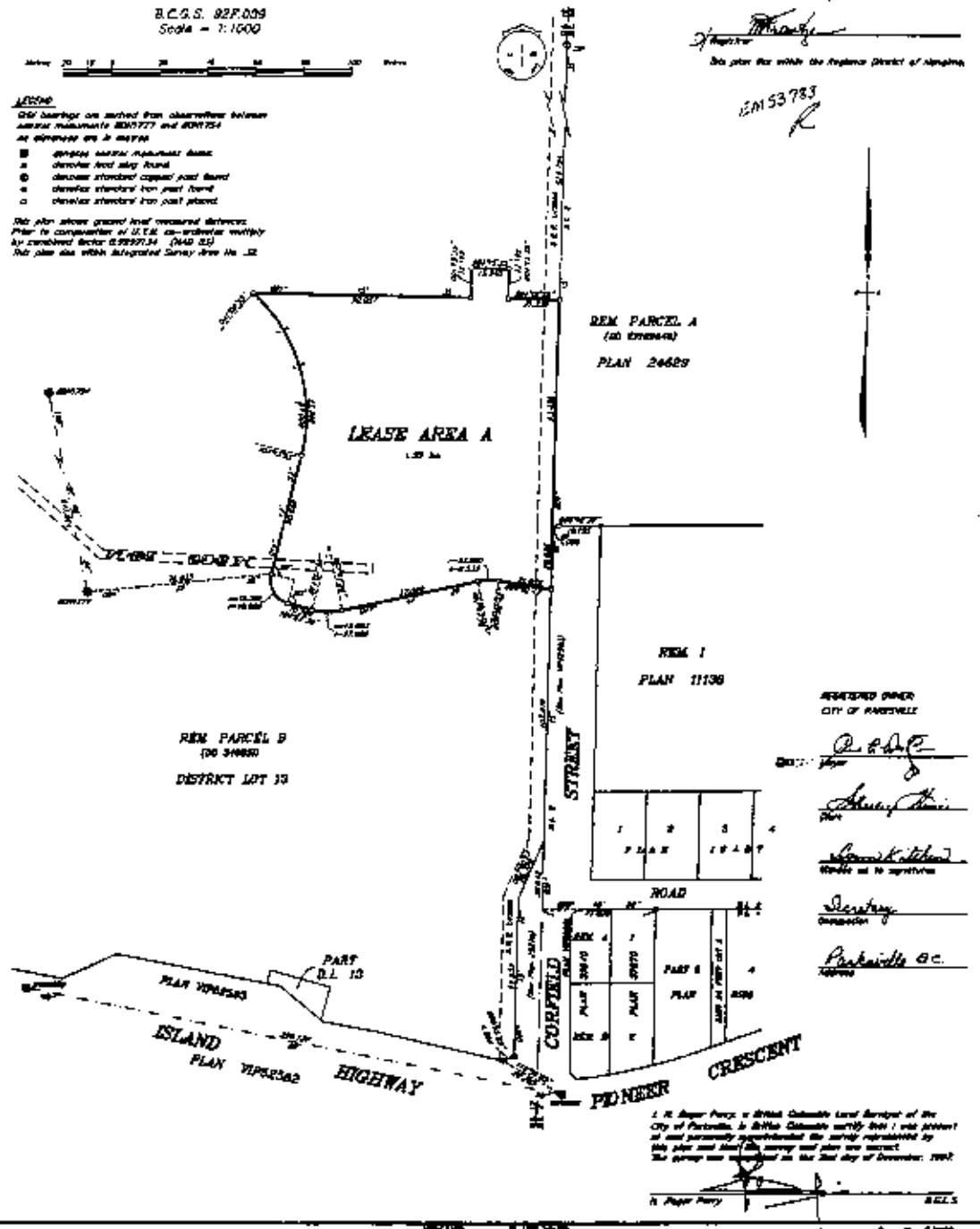
Old bearings are derived from observations between
 survey monuments B20777 and B20724
 as shown on S-205996

- ▣ spruce wooden monument base
- concrete level peg found
- concrete stonewall capped post found
- concrete stonewall iron post found
- concrete stonewall iron post placed

This plan shows ground level measured distances.
 Prior to completion of U.T.L. co-ordinate utility
 by combined factor 0.999734 (NAD 83)
 This plan also within Integrated Survey File No. 12

[Signature]
 Deputee
 This plan has within the Regional District of Nanaimo

EM53783
[Signature]



REGISTERED OWNER
 CITY OF NANAIMO

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

I, H. Roger Perry, a British Columbia Licensed Surveyor of the
 City of Parksville, do hereby solemnly certify that I was present
 at and personally supervised the survey represented by
 this plan and that the survey and plan are correct.
 The survey was completed on the 2nd day of December, 1991.

H. Roger Perry
 S.L.S.

FILED 1992 JAN 15 10:31 AM DISTRICT OF NANAIMO

SCHEDULE "B"

Items and equipment to be listed prior to signing of Lease.

MEMORANDUM

TO: Tom Osborne
Manager of Recreation and Parks

DATE: November 5, 2002

FROM: Dan Porteous
Recreation Program Supervisor

FILE:

SUBJECT: District 69 Recreation Grants Program Funding Amendments

PURPOSE

To provide information and a recommendation regarding changes to the apportionment of funding allocated for the Recreation and Parks Grant Program.

BACKGROUND

At the November 5th, 2002 Regional District Board meeting the following resolution was adopted:

"That the District 69 Recreation Commission Grant Program be reduced by \$40,000 as reflected in the 2001 budget, and that the tax requisition be reduced by \$40,000 to reflect this change."

In the 2001 budget, the District 69 Recreation Grant Program totaled \$42,500 and included four grant streams, Electoral Area Grants, Community Grants, Youth Grants and Youth Agreements. However, in the 2002 Provisional Budget, the Grant Program was increased to \$82,500 and the Program was amended to include only two grant streams, Community Grants and Youth Grants, with the funding apportioned equally between the two. Now that the Board has reduced the funding, as per the November 5th resolution, the apportionment of funding needs to be readdressed.

ALTERNATIVES

1. Reapportion funding to reflect an equal share between Community Grants and Youth Grants as outlined in the table below (Option 1).
2. Reapportion funding to reflect 1/3 and 2/3 respectively between Community Grants and Youth Grants as outlined in the table below (Option 2).
3. Reapportion funding to reflect 2001 levels as outlined in the table below (Option 3).

ADMINISTRATIVE IMPLICATIONS

The reduction in funding will not have an impact on the administration revisions that were established with the new Program. However, in the past Community Grants were offered to a maximum of \$500 and Youth Grants to a maximum of \$1,500. Under the revised guidelines the new criteria include grant awards to a maximum of \$10,000. The higher ceiling was based on the substantial increase of available funding to be disbursed in 2002. If the higher ceiling is maintained it may substantially limit the number of grants approved; therefore, it may be prudent to lower the maximum limit now that the Grant Program

has been reduced. However, the Commission would still be able to consider applications requesting greater amounts and recommend certain applications for approval if deemed appropriate.

FINANCIAL IMPLICATIONS

The 2003 Recreation Coordinating Function Provisional Budget contains \$53,000 to be distributed to the District 69 community through the Grant Program, including an annual amount of \$42,500 and a 2002 surplus of approximately \$10,500. The following table outlines the three options in terms of funding allocation. The surplus will be allocated according to the totals in each grant category carried forward from 2002.

Previous Grant Program	2001 Annual Budget	Current Grant Program	2002 Annual	Option 1 2003 Provisional	Option 2 2003 Provisional	Option 3 2003 Provisional
Electoral Area Grants	\$ 5,000	Community Grants	\$41,250	\$21,250	\$15,000	\$7,500
Community Grants	\$ 2,500					
Youth Grants	\$10,000	Youth Grants	\$41,250	\$21,250	\$27,500	\$35,000
Youth Agreements	\$25,000					
Sub-Total	\$42,500	Sub-Total	\$82,500	\$42,500	\$42,500	\$42,500

1. A key consideration in apportioning the funding is establishing a balance between funding for youth initiatives and other community projects. Option 1 maintains the balance between Community Grants and Youth Grants as established with the revisions of the Program in 2002. This option provides for the most equitable approach and would likely be the most beneficial to the whole community. The maximum grant limit could be established at \$2,500 without significant consequence to the Program.
2. Option 2 reflects an opportunity to minimize the impact on Community Grants while maintaining a larger portion of funding in the Youth Grants to maintain the integrity of the Youth Grants initiative as it was implemented in 2000. Favoring Youth Grants would mean a less equitable approach than noted in Option 1; although, funding for Community Grants would be doubled compared to the 2001 funding level. If this approach were to be recommended then the grant streams could have a maximum grant limit of \$1,500 due to a lesser amount available with Community Grants.
3. In Option 3 the funding envelope for the two grant streams would reflect the 2001 level of funding. The key issue would be to ensure that the Community Grants are disbursed proportionally throughout the four Electoral Areas as best as possible while also providing opportunities within the two municipalities. This would be challenging with the limited funding available; although the maximum grant limit awarded for Community Grants could also be reduced to \$500 to reflect the 2001 limit.

Although Youth Grants would be reduced by \$6,250 from the 2002 funding level, this reduction would have minimal impact compared to the reduction in Community Grants; however, to accommodate for the reduction, the maximum grant limit awarded for Youth Grants could be reduced to \$1,500 to reflect the 2001 limit.

CITIZEN IMPLICATIONS

Although the reduction of funding for the Grants Program will have an impact on the number of potentially valuable and successful recreation opportunities provided by the community, there is still sufficient funding to allow for the development of a wide range of community recreation projects. During the past year the number of grant applications and recipients has greatly increased due to the funding

available. This growth and greater public awareness will help to sustain the foundation of the program - to continue to support and further the direction of the Department in its goal to embrace and enhance a community development model, helping others help themselves.

SUMMARY

The Regional Board recently approved the reduction of \$40,000 to the Recreation and Parks Grant Program. Due to the reduction, the revised funding envelope of \$42,500, as in 2001, needs to be explored in terms of apportionment.

Three options have been identified in revising the allocation process; splitting the available funds equally between the two grant streams, splitting the funds by 1/3 (Community Grants) and 2/3 (Youth Grants), or reapportioning the funding to 2001 levels. The challenge is to maintain an equitable approach to the funding that has been established with the revisions to the program in 2002, which was not the case in 2001.

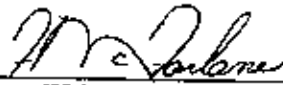
The new administration guidelines will not be impacted by the reduction in funding with the exception of the maximum grant limit awarded for each application. The current limit is \$10,000. However, due to the significant reduction of funding staff are recommending that the limit of funding available, per application, also be reduced; although the Commission may recommend larger grant applications for approval if deemed appropriate.

The continuation of the Grant Program, even with reduced levels of funding, will further the mandate of both the Commission and the Department to serve the residents in the provision of recreation services throughout the District.

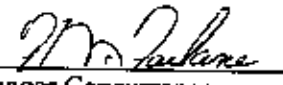
Based on the revised Grant Program in 2002, it is recommended that the funds be apportioned in the most equitable manner and that the maximum funding limit, per application, be reduced. A surplus of approximately \$10,500 from 2002 will be transferred accordingly to each grant stream in 2003.

RECOMMENDATION


That the funding for the Recreation and Parks Grant Program be reapportioned to include an annual total of \$21,250 for Community Grants and \$21,250 for Youth Grants, and that the maximum funding limit, per application, be established at \$2,500.

for 

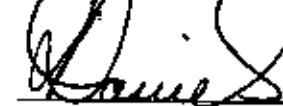
Report Writer

for 

Manager Concurrence

A/ 

General Manager Concurrence



CAO Concurrence

COMMENTS:

TO: Tom Osborne
Manager of Recreation and Parks

DATE: November 5, 2002

FROM: Dan Porteous
Recreation Program Supervisor

FILE:

SUBJECT: Recreation Program Assistants (Roving Leaders) Status

PURPOSE

To provide updated information and a recommendation regarding the future status of two, temporary, part-time Recreation Program Assistant positions for 2003.

BACKGROUND

In February 2002 the Board adopted the following resolution:

"That the two temporary part-time Recreation Assistant positions involved with the delivery of direct youth recreation services, be extended from April 1 to December 31, 2002."

A staff report to the District 69 Recreation Commission in January 2002 explored alternatives related to temporary versus permanent status, full-time versus part-time, and one position versus two. Upon reviewing the report, the Commission expressed a desire to gain additional information pertaining to the roles and responsibilities of the Roving Leaders. The Commission required more time to further assess the program prior to supporting a recommendation for permanency; thereby, recommending extension to the Board. To this end, the Commission requested monthly reports regarding the program, which it has received since February 2002.

By December 31, 2002 these positions will have been maintained in a temporary capacity for nearly two and a half years since the inception of the program in June 2000. The Commission has continued to support the involvement of these positions within the Recreation and Parks Department based on a recommendation of the Youth Services Plan, established in October 2000. The recommendation called for the provision of staff resources to connect with communities to provide youth recreation services related to hands on leadership, program assistance and community development. Initially, the Department hired two temporary part-time employees, each at twenty hours per week throughout the year on a trial basis. However, due to the success of the program the positions have been retained through extensions.

One of the main challenges observed during the past two years has been the retention of qualified staff to continue in the positions on a long-term basis. Due to the nature of the job, being part-time, two employees have resigned and the current employee is exploring other options. One employee previously involved in the position also worked in other capacities within the Department, as temporary full-time positions came available. This constant turnover of staff has resulted in one employee doing a majority of

the work on three different occasions for a total of seventeen months of the twenty-nine months the program has been implemented. Consequently, the Department has been able to better assess the pros and cons of one worker versus two and further consider the permanency issue. A number of benefits and costs regarding the alternatives are outlined below.

ALTERNATIVES

1. Create one position and reclassify as a permanent, full-time, Recreation Program Assistant.
2. Reclassify the two positions as permanent, part-time, Recreation Program Assistants.
3. Create one position and reclassify as a permanent, part-time, Recreation Program Assistant.
4. Terminate the positions and dissolve the program.

FINANCIAL IMPLICATIONS

1. A permanent full-time position would cost approximately \$43,900 based on a 35-hour workweek. The 2003 Provisional Budget includes approximately \$48,700 in wages for the two temporary part-time positions.
2. Two permanent part-time positions, each working 20 hours per week, would cost approximately \$49,965, and would equate to an additional expenditure of \$1,265 for 2003 based on an additional 4% in benefits for permanent staff. This additional amount has not been allocated in the 2003 Provisional Budget; consequently, the 2003 Provisional surplus would decrease from \$12,375 to \$11,110. The cost of two part-time positions is approximately \$6,000 more than one permanent full-time position.
3. One permanent part-time position of 20 hours per week would cost approximately \$24,980, leaving an additional surplus of approximately \$24,000. This surplus could be targeted for reducing the tax requisition, supplementing or subsidizing the youth program in other ways, or be maintained as a surplus that would carry forward to the next year.
4. By terminating the positions, a cost savings of approximately \$49,000 would need to be considered. The funding could be redirected to other youth program initiatives, or the whole funding or a portion thereof could be used to reduce the tax requisition.

PROGRAM IMPLICATIONS

1. Alternative one will establish an ongoing commitment to the Department's Youth Services program as well as provide more stability and consistency, for the youth, the community and the Recreation Assistant. One full-time employee directly involved in the program provides a number of benefits including potentially less staff turn over resulting in less administrative processes regarding recruitment, training, orientation and supervision; less coordination and confusion, with enhanced communication between relative parties within the Department and the community, as well as decreased costs associated with wages. Although there is a net loss of five hours per week based on one employee versus two, staff have realized that the duplication of service initially considered with two employees is not crucial to maintain the quality and success of the program for the youth of the District.

The Regional District's administrative staff establishment chart included in the 2003 Provisional Budget identifies the equivalency of one full-time employee (FTE) for the position, although two part-time individuals are doing the job.

2. Alternative 2 also supports an ongoing commitment to the Youth Services Program and does provide for a solid base of programs, activities and events. However, it does not resolve the challenges of maintaining qualified staff over the long term. The cost of ongoing training, reorientation and administration processes necessary to administer two staff is a concern, as well as consistency in building relationships and working with the youth.
3. Although Alternative 3 also supports an ongoing commitment to the Youth Services Program, service provision and program development already established would be significantly reduced. Programs, events and projects would continue on a much smaller scale and a part-time employee would be challenged to maintain community contacts and community development efforts while trying to engage and work with youth directly. It may also be difficult to retain staff due once again to the part-time nature of the position.
4. Alternative 4 would jeopardize the Department's commitment to youth services as identified in the Youth Services Plan. The Department's staff complement for youth initiatives would be reduced to one Child and Youth Programmer. Staff would be unable to retain any of the initiatives that have been implemented through the Roving Leader program. However, if excess funds were maintained in the youth service area, due to the demise of the program, the Department would be able to provide a number of low cost opportunities to youth through subsidization.

SUMMARY

In February 2002 the Board approved the employment extension of two temporary part-time Recreation Assistant positions with the Recreation and Parks Department until the end of the year. By December of 2002, these two positions will have been maintained in a temporary part-time capacity for two and a half years.

The Department has seen significant value in the work provided within the program during the past two years, however, one of the key challenges has been the ability to retain qualified staff over the long term. Youth workers involved have been successful in implementing a number of recommendations outlined in the Youth Services Plan, however, one employee rather than a paired team has accomplished much of the work due mainly to staff turnover related to a number of personnel factors. Yet, the quality in the level of service and the successes presented in the projects and initiatives to date support the continuation of this Roving Leader program on a permanent basis. The utilization of at least one full-time staff person in a hands-on role, as identified in the Youth Services Plan (2000), is key to providing services to youth that will help enrich their lives and will continue to augment the youth services already provided to the community by the Child and Youth Programmer.

Based on recommendations in the Youth Recreation Services Plan, the work accomplished by the Recreation Program Assistants to date, staff observations of one worker versus two, and the integral role the program plays in the Department and the community, the Department is recommending that the current positions be reclassified as one permanent full-time position.

RECOMMENDATION

That the two temporary, part-time Recreation Program Assistant positions, involved in youth services, be reclassified as one permanent, full-time position.

for *M. Parkane*
Report Writer
J. Osborne
A/ General Manager Concurrence *for*

for *M. Parkane*
Manager Concurrence
R. Lane
CAO Concurrence

COMMENTS:

Minutes

**Electoral Area 'A' Parks, Recreation and Greenspaces Advisory Committee
Thursday October 17, 2002
Cedar Heritage Centre, 1644 MacMillan Road, Cedar**

Attendance: Lynnette Aldcroft
Margaret Johnson
Kerri-Lynne Wilson
Dave Williamson
Gay Cunningham
Judy Burgess
Laurence Elliott (Area Director)

Apologies: Frank Garnish (Chair)

Staff: Jeff Ainge (Parks Coordinator)

Meeting was called to order at 7:40 pm with Dave Williamson in the Chair.

Agenda: MOVED L. Elliott, SECONDED M. Johnson that the agenda be adopted as amended.

CARRIED

Presentation:

Cedar Community Heritage Centre - Dave Williamson

Dave Williamson reported on a meeting with Neil Connelly, General Manager of RDN Community Services, and the CSCES Committee, held at the RDN office. Mr Connelly inquired as to the interest of the CSCES Committee in accessing the Electoral Area 'A' Community Parks operating budget money to help finish the fencing, and enhancement of the playground and picnic area around the Heritage Centre. Following the presentation and resulting discussion, it was moved that:

MOVED L. Aldcroft, SECONDED D. Williamson that this Committee support a request from the Cedar School and Community Society for eight thousand dollars (\$8,000.00) to upgrade and enhance the tot playground and picnic area.

Director Elliott left the room at 8:05pm while the vote was taken.

DEFEATED

Director Elliott rejoined the meeting at 8:06pm.

Minutes:

MOVED L. Aldcroft, SECONDED L. Elliott that the minutes of the Electoral Area 'A' Parks, Recreation and Greenspaces Advisory Committee held on September 19, 2002 be approved. CARRIED

Unfinished business and updates of ongoing items:

Thelma Griffiths Park - L. Elliott

MLA Mike Hunter met with L. Elliott and F. Garnish on October 17, 2002. MLA Hunter requested copies of the correspondence be faxed to him to assist in his consideration of the issue. Staff were requested to follow up.

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Property – L. Elliott

Some inquiries were made and the two- acre property was sold for \$129,000.00. Fourteen acres are mostly on an island in the river, are difficult to access and have limited value. If the Committee is interested in pursuing the matter, the Committee is reminded of the RDN Land Acquisition Policy and should act accordingly.

Reports:

a) Staff report – Jeff Ainge

Staff presented a report outlining the dissolution of the current committee, and sought a formal motion to dissolve the current committee.

MOVED M. Johnson, SECONDED L. Elliott that the Electoral Area 'A' Parks, Recreation and Greenspaces Advisory Committee formally dissolves at the completion of the October 17th meeting and that staff advance to the Regional Board at the earliest convenience the revised Terms of Reference for a new Electoral Area 'A' Parks and Greenspaces Advisory Committee, and that a call for members to that new Committee be made in a timely manner. CARRIED

Staff presented a report regarding the approval for the recently completed Community Trail Study.

MOVED J. Burgess, SECONDED L. Aldcroft that the Electoral District 'A' Community Trail Study be approved as presented for use as a guiding document for future trail initiatives. CARRIED

Staff advised that they would move the two reports to the Regional Board at the earliest possible time, and undertake a call for membership to the revised Committee following the municipal elections.

b) CSCES Report – Lynnette Aldcroft

L. Aldcroft reported that CSCES discussed the \$38,000.00 from the RDN Parks budget and also how will the Cedar landfill affect Cedar?

c) Cedar Heritage Centre – Dave Williamson

D. Williamson reported there is lots of community interest in the facility and that rentals are increasing. A library is being started with the help of Literacy Nanaimo. Insulation will be going in soon. Lots of plants have been donated for landscaping and the work parties have been busy. Signage is suggested to tell people that projects like the Heritage Centre and Morden Colliery Trail are "Your Tax Dollars at Work!" There will be a new Board elected at the next meeting.

d) Morden Colliery Trail – Judy Burgess

J. Burgess advised that the work party is confirmed for October 19th and that food and work plans are ready. The Girl Guides will not be there but the Cubs will work on the Mine-side of the trail in November raking the trail. Jonathon Lobb and Jeff Ainge are working on a "tentative" budget for the trail that will provide some direction and focus in future planning.

Discussion:

Staff reminded the Committee that the RDN website is a useful source of information and it will soon have the completed Community Trail Study posted on the site for the public to view.

Director Elliott thanked all the members for their hard work on the committee. He hopes the members will re-apply to be on the new committee. Thanks were also given to Jeff Ainge and to outgoing member Dave Williamson for his work over the years.

Next Meeting Date (as the new Electoral Area 'A' Parks and Greenspaces Advisory Committee):

The next meeting will be held at the Cedar Heritage Centre, 1644 MacMillan Road, Cedar at 7:30 pm on Thursday, January 16, 2003.

A Morden Colliery Trail Sub-Committee meeting will be held at 7:00 at the same place.

Adjournment:

MOVED M. Johnson, SECONDED L. Aldcroft that the meeting adjourn at 9:05 pm.

CARRIED

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TO: Tom Osborne
Manager Recreation and Parks

DATE: November 12, 2002

FROM: Jeff Ainge
Parks Coordinator

FILE: 6140-01/A

SUBJECT: Electoral Area 'A' Community Trail Study

PURPOSE

To seek approval for the recently completed Electoral Area 'A' Community Trail Study.

BACKGROUND

At it's May 16, 2002 meeting the Electoral Area 'A' Parks, Recreation and Greenspace Advisory Committee resolved:

"that staff be advised that the Committee recommends the Area 'A' Community Trail Study contract be awarded to RRL Recreation Resources Ltd." At that time a Project Committee was appointed by the Regional Board to assist the consultant with the Study.

In conjunction with the Project Committee, the consultant met and obtained information from various neighbouring park and trail agencies, held two public open houses within the study area, contacted user groups and stakeholders, requested information from the public by way of newspaper and poster solicitations, and met as a group on several occasions to discuss known and existing formal and informal trails in the area.

The completed Trail Study was formally considered at the October 17, 2002 meeting of the Electoral Area 'A' Parks, Recreation and Greenspace Advisory Committee and it was resolved:

"that the Electoral District 'A' Community Trail Study be approved as presented for use as a guiding document for future trail initiatives."

The Trail Study provides a detailed review of trail opportunities (existing and potential), and explores linkage opportunities to neighbouring jurisdictions. Despite the lack of Crown or other public lands in the study area the issue of private land has been dealt with sensitively. Several recommendations within the Study suggest negotiating for access with willing private landowners. Trespass on existing trails located on private land is not promoted. Wherever possible, public land has been identified and incorporated into linkage opportunities.

Specific locations and actions have been grouped into High, Moderate, and Lower priorities to assist staff and the community in the implementation of the Study's recommendations.

ALTERNATIVES

1. To approve the Electoral Area 'A' Community Trail Study as a guiding document as presented.
2. To not approve the Electoral Area 'A' Community Trail Study as a guiding document as presented and provide staff with alternative direction.

SUMMARY

The Electoral Area 'A' Community Trail Study as presented fulfills the requirements of the consultant as set out in the approved Terms-of-Reference (approved by the Regional Board March 12, 2002). The Study provides Electoral Area 'A' with a set of recommendations and actions that can guide the implementation of trail development.

RECOMMENDATION

That the Electoral Area 'A' Community Trail Study be approved as presented for use as a guiding document for future trail initiatives.

for

Report Writer

for

Manager Concurrence

General Manager Concurrence

CAO Concurrence



REGIONAL DISTRICT OF NANAIMO			
NOV 19 2002			
CHAIR		GMCrS	
CAO		GMDS	
GMCmS		GMES	
<i>[Handwritten signatures]</i>			
			DATE:

MEMORANDUM

TO: Tom Osborne
Manager Recreation and Parks

FROM: Jeff Ainge
Parks Coordinator

SUBJECT: Revised Terms of Reference for Electoral Area 'A' Park Advisory Committee

FILE: 6140-01A

November 18, 2002

PURPOSE

To seek Board endorsement for revising the existing Electoral Area 'A' Parks Advisory Committee Terms of Reference.

BACKGROUND

The Recreation and Parks staff currently work with four electoral area Parks Advisory Committees. These are:

- Electoral Area 'A' Parks, Recreation and Greenspaces Advisory Committee, established in 1996;
- Lantzville Parks and Open Space Advisory Committee (in conjunction with Lantzville Improvement District), established in 2000;
- Nanoose Bay Parks and Open Space Advisory Committee (Electoral Area 'E') established in May 2001; and,
- Electoral Area 'G' Parks and Open Space Advisory Committee, originally established in 1999 and reconstituted with revised terms of reference in March 2002.

These four advisory Committees provide an opportunity for parks issues to be discussed at a community level, provide for community involvement in the implementation of parks plans and operational initiatives, and provide for parks-related community concerns to be channelled to the Board by way of Committee minutes and resolutions.

In January and February of this year staff proposed amendments to the Terms of Reference for the Area 'A' and Area 'G' Committees. The Area 'G' Committee endorsed this move and the Board approved revised terms of reference at its March 12, 2002 general meeting.

The Electoral Area 'A' Committee opted to table the matter until the Chair, Area Director and senior staff had resolved the issue of recreation provision. The matter of completing the anticipated Area 'A' Trail Study also put the dissolution of that Committee on hold until October. These matters have been completed and at the October 17th meeting of the Committee the following resolution was passed:

"That the Electoral Area "A" Parks, Recreation and Greenspace Advisory Committee formally dissolves at the completion of the October 17th meeting and that staff advance to the Regional Board at the earliest convenience the revised Terms of Reference for a new Electoral Area "A" Parks and Green Space Advisory Committee, and that a call for members to that new Committee be made in a timely manner."

The amendments to the Terms of Reference include:

- Removing the component of Recreation from the Committee's advisory mandate. Recreation services are provided by the City of Nanaimo as part of the Southern Recreation function as per the recent Regional Services Review.
- Renaming the Committee as the "Electoral Area 'A' Parks and Green Space Advisory Committee".
- Removing references to the now defunct Advisory Planning Committee (APC).
- Establishing new meeting procedures to allow for up to bi-monthly meetings.
- Revising the Committee's responsibilities and operating procedures to reflect the change in name and mandate.

ALTERNATIVES

1. To approve the revised Terms of Reference as provided.
2. To not approve the revised Terms of Reference at this time and provide alternative direction.

FINANCIAL IMPLICATIONS

There are no direct financial implications pertaining to the servicing of these Committees other than staff attendance and follow-up from meetings.

CITIZEN IMPLICATIONS

Continuation of this Committee provides the residents of Electoral Area 'A' the opportunity to present ideas and discussion points to staff, the Electoral Area Director, and the Board. Revising the terms of reference will enhance the procedures and clarify the responsibilities for the volunteer Committee members, as well as clarify the role of the Committee to residents. If these revisions are approved at the Board level, the current Committee will be dissolved and a new Committee struck with the revised Terms of Reference. The current members would be invited to apply for the new Committee.


SUMMARY

The Parks Advisory Committee currently operating in Electoral Area 'A' has outdated Terms of Reference necessitating amendments (attached). This Committee, along with those operating in Lantzville, Electoral Area 'G', and Nanoose Bay (Electoral Area 'E') provide opportunities for community residents to be actively involved in parks management, and for parks-related community concerns to be channelled to the Board by way of Committee minutes and resolutions.

RECOMMENDATION

That the revised Terms of Reference for the Electoral Area 'A' Parks and Green Space Advisory Committee be approved, and that the current Committee be dissolved and a call for members to the new Committee be made.

Manager



General Manager Concurrence



C.A.O Concurrence

COMMENTS:

PAGE

55

**Electoral Area 'A'
Parks and Green Space Advisory
Committee**

Terms of Reference

Purpose:

To establish a Parks and Green Space Advisory Committee for Electoral Area 'A'. The Committee will advise and provide information to the Nanaimo Regional District Board regarding parks and green space issues in Electoral Area 'A'.

Membership:

1. The Electoral Area 'A' Parks and Green Space Committee will be appointed by the Regional Board as follows:
 - The Electoral Area 'A' Director or designate.
 - Up to eight Members-at-Large who are residents of Electoral Area 'A'.
2. The Committee will consist of a maximum of nine members. The Committee may operate without all positions being occupied. A quorum shall consist of five members.
3. For the first year of operation only, the terms of Committee membership shall be staggered with up to four Members at Large appointed for a two-year term and up to four Members at Large appointed for a one-year term. Beginning in the second year all members will be appointed for a two-year term. The Area 'A' Director, will be on the Committee for the tenure of his/her Board appointment.

Procedures:

1. The Committee shall elect a Chairperson and Recording Secretary annually at the first meeting of each calendar year.
2. The Committee may meet as required but will structure its activities to meet approximately four to six times per year.
3. Minutes of Committee meetings will be forwarded to the Regional District Board for information.

Responsibilities:

1. Make recommendations and provide advice to the Regional Board regarding a wide range of parks and public green space issues including:
 - Acquisition of community park sites.
 - Development and maintenance issues for community park sites.
 - Establish priorities for the expenditure of community park operating and reserve funds.

2. Liaise, provide leadership, and work with community and neighbourhood groups on a wide range of parks and green space projects including:
 - Volunteer neighbourhood and community park development projects.
 - Community input regarding park planning and acquisition priorities.
 - Trail system planning and development.
 - Waterfront access.
3. Play a leadership role and provide a focal point for cooperation between community interests and the Regional District on parks and green space issues.

Financial Considerations:

There is currently funding available through the Regional District for community parks works in Electoral Area 'A'. The Committee will provide input on an annual basis to the Electoral Area Director and the Regional Board regarding the level of funding and priorities for expenditures from these budgets for parks and green space purposes. The Committee will also have the ability to look at a variety of other funding sources and strategies and make recommendations to the Regional District regarding the collection and use of these funds.

Reporting and Authority:

The Committee has a responsibility to act in the best interests and within the policies and guidelines established by the Regional District in the provision of their services on parks and green space matters in the communities within Electoral Area 'A'.



REGIONAL DISTRICT OF NANAIMO			
NOV - 8 2002			
CHAIR		GMCRS	
CAO		GMDS	
GSCMS		GMES	
D. G. Rec			

MEMORANDUM

TO: Tom Osborne
Manager of Recreation and Parks

DATE: November 6, 2002

FROM: Dan Porteous
Recreation Program Supervisor

FILE: 0230-20-GICRA

SUBJECT: Gabriola Recreation Society Agreement Renewal

PURPOSE:

To provide information and a recommendation regarding the renewal of an Agreement with the Gabriola Recreation Society.

BACKGROUND:

At the April 9, 2002 Regional Board meeting the following resolution was passed regarding a report concerning the delivery of recreation services on Gabriola Island:

"That the report be received and that the Regional District of Nanaimo enter into an Agreement with the Gabriola Recreation Society for the provision of recreation services to the residents of Gabriola Island."

The Agreement establishes the framework by which the Society provides the services on behalf of the Regional District. It was completed in April 2002 and includes the following first year term:

The term of this Agreement will commence on May 1, 2002 and end on December 31, 2002, unless otherwise terminated under this Agreement (the "Term"). The Agreement may be renewed for further terms on an annual basis at the option of the Board.

As per Schedule 'A' of the Agreement (Appendix I), the Society has provided recreation services to date that include the hiring of a part-time Program Director, offering a number of recreation programs, administering and disbursing grant funding to the community, as well as developing a plan to schedule the Rollo McClay Field and accept calls, questions and concerns raised about the maintenance of the Park. The Society has also established a website and is actively involved in building relationships with other recreation service providers on the Island and promoting their services.

The Society is also responsible to maintain an accurate service evaluation program to include numbers of residents being served and a qualitative and quantitative evaluation of recreation programs and services being offered. However, this report is not due until January 31 of 2003.

A 2003 budget was submitted by the Society in September of 2002 as required. As per the Agreement, the Society's budget includes funds to be transferred to the Society from the Gabriola Island Recreation

function of the Regional District. The Gabriola Island Recreation 2003 Provisional Budget was approved by the Board on November 5, 2002 and includes the transfer of funds to the Society.

Based on the Society's activities to date, the need to provide the Society a longer term to further evaluate the future success of the program, and the approval of the 2003 Provisional Budget, the Recreation and Parks Department is seeking to renew the Agreement for another term.

ALTERNATIVES

1. Approve an extension of the Agreement with the Gabriola Recreation Society.
2. Not approve an extension of the Agreement with the Gabriola Recreation Society and consider alternatives for the provision of recreation services on Gabriola Island.

FINANCIAL IMPLICATIONS

The 2003 Provisional Budget provides for the transfer of \$52,000 to the Society for the purpose of providing recreation services to Gabriola Island residents as outlined in the Agreement.

SUMMARY

The first year term of an Agreement established with Gabriola Recreation Society to provide recreation services on Gabriola Island will expire on December 31, 2002. The Recreation and Parks Department is seeking to extend the Agreement. During the past six months the Society has worked in good faith to fulfill the terms of the Agreement and is committed to developing a successful recreation service model on Gabriola Island. A Provisional Budget for the Gabriola Recreation function has been approved by the Regional Board and includes funding of \$52,000 to be transferred to the Society if an extension is approved.

Based on the short-term success of the Society to date, the need for a further period of time to accurately evaluate the ongoing development and future success of the Society, and the approval of the 2003 Provisional Budget, the Recreation and Parks Department is recommending that the Agreement be renewed for another one-year term.

RECOMMENDATION

That the Agreement with the Gabriola Recreation Society be renewed for a one-year term from January 1, 2003 until December 31, 2003.

J. Parlane

Report Writer

J. Parlane

Manager Concurrence

[Signature]

General Manager Concurrence

[Signature]

CRO Concurrence

COMMENTS:



AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2002.

BETWEEN:

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

(herein called the "District")
OF THE FIRST PART

AND:

GABRIOLA RECREATION SOCIETY
c/o Andre Lemieux
1160 Cappon Lane
Gabriola, BC
V0R 1X0

(herein called the "Society")
OF THE SECOND PART

- A. WHEREAS the District did, by Bylaw No. 1023 and subsequent amendments, establish a local service known as the Gabriola Island Recreation Local Service Area, a portion of the Electoral Area 'B', and did within that Local Service Area authorize the District to undertake and carry out or cause to be carried out and provide for recreation services in and do for the Local Service Area;
- B. AND WHEREAS Section 176(1)(a)(i) of the *Local Government Act* provides that the Board may make agreements for the operation of services;
- C. AND WHEREAS the Society was incorporated on the February 14, 2002 and the objects of the Society are to provide recreation services;

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

INTERPRETATION

In this Agreement the following terms have the following meanings:

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

"Local Service Area" means the Gabriola Island Recreation Local Services Area established under the District's Bylaw No. 1023.

"Office" means the portable located at Rollo McClay Park.

"Recreation Services" means the services set out in Schedule 'A' to this Agreement.

"Proposal" means the document attached as Schedule 'B' to this Agreement.

"Year End" means the calendar year ending December 31st.

TERM

1. The term of this Agreement will commence on **January 1, 2003** and end on **December 31, 2003**, unless otherwise terminated under this Agreement (the "Term"). The Agreement may be renewed for further terms on an annual basis at the option of the Board.

LEASE

2. The District will undertake to renovate and make the portable located at Rollo McClay Park into office space suitable for administration purposes for the Society's use during the Term of this Agreement. The following clauses will take effect from the time that the Office is occupied by the Society.
3. The District hereby demises and leases the "Office" located at Rollo McClay Park for the Term of this Agreement.
4. The Society shall pay rent for the term in the amount of one dollar (\$1.00), the receipt of which is hereby acknowledged by the District.
5. The Society shall use the Office only for the purpose of administration of the Recreation Services under this Agreement.
6. The Society covenants with the District:
 - a) to pay rent as provided herein;
 - b) to observe and comply with all applicable laws, regulations, bylaws, orders and directions of those authorities having jurisdiction in relation to the Office;

- c) to pay as they become due all charges for utilities, including gas, oil, telephone and electricity used for the Office;
 - d) to pay all accounts and expenses incurred in relation to its use and occupation of the Office, including without restricting the generality of the foregoing: accounts for the supply of labour, materials, or sub-trades that might give rise to liability upon the part of the District under the *Builders Lien Act* in relation to any construction upon or improvement to the Office and will indemnify and save harmless the District from and against any and all claims of lien arising in relation thereto;
 - e) to keep and maintain the Office in a safe, clean and sanitary condition and in good repair and condition; and to repair any part upon written notice by the District;
 - f) not to carry on or do or allow to be carried on or done in the Office anything that:
 - i) may be or become a nuisance to the District or the public;
 - ii) increases the hazard of fire or liability of any kind;
 - iii) increases the premium rate of insurance against loss by fire or liability for the Office;
 - iv) invalidates any policy of insurance for the Office or;
 - v) directly or indirectly causes damage to the Office.
7. To allow the District's authorized officials and employees access to the Office at all reasonable times to view the state of repair of the Office and review the operations of the Society in relation to this Agreement.
8. On the expiration or earlier cancellation of this Agreement:
- a) to peaceably quit and deliver vacant possession of the Office and its improvements to the District in a safe and sanitary condition;
 - b) to remove any improvement the District may, in writing, direct or permit to be removed;
 - c) to neither remove nor permit removal of any building, structure or other improvements at the Office except as expressly permitted or required by this Agreement;
 - d) not to construct anything upon, or make or place improvements inside or outside of the Office without first obtaining written consent of the District, which consent shall not be unreasonably withheld and if said consent is obtained, to ensure that all construction, additions or renovations comply with the British Columbia Building Code.
9. The Society shall not sublet nor permit the occupation or use of the Office by any other association or agency without first obtaining the written approval and consent of the District, which consent shall not be unreasonably withheld.

RECREATION SERVICES

10. The parties to this Agreement acknowledge that the Society intends to provide Recreation Services described herein in accordance with the Society's Constitution and Bylaws, and in accordance with the proposal and budget attached hereto.
11. The parties to this Agreement agree that funding as described herein for the provision of the Recreation Services is subject to the Society's satisfactory achievement of its goals and objectives described in the proposal and the evaluation of its annual activities as described below.
12. The Society shall present to the District, an annual report on or before January 31st of each calendar year of the Term herein. Such annual report shall include:
 - a) summary of operating results showing revenues and expenditures to December 31st of the preceding year;
 - b) a summary by program showing registration statistics and number of sessions held;
 - c) a brief narrative summary reviewing the goals, objectives and the results achieved for the year; also including the challenges, program cancellations, and significant issues addressed.
13. The Society shall present to the District a detailed narrative work plan for the following years services, which will accompany the budget as per paragraphs 16 and 17, and will include:
 - a) goals and objectives for the following year with respect to the Recreation Services being provided;
 - b) a brief narrative highlighting any significant program changes, deletions, additions in relation to specific line items in the budget;
 - c) any other significant issues that may pertain to the Recreation Services being provided.

SERVICE AREA

14. The Society will, under the terms hereof and subject to any applicable bylaw of the District and any Federal or Provincial enactment, provide the Services in and for the Local Service Area.

COST

15. It is acknowledged, understood and agreed that the cost of providing for establishing and equipping the Society for the purpose of carrying out the Services within and for the Local Service Area shall be borne by the owners of land within the Local Service Area.

BUDGET

16. The Society will prepare, in a form approved by the Manager of Financial Services of the District, a budget, which reflects its anticipated income and expenses for its next fiscal year.
17. The budget must contain details as to the funds anticipated to be required by the Society for the annual operation of the Office and Recreation Services, both of a capital and operating nature for the purpose of operating, maintaining and improving the buildings, equipment and other facilities and chattels utilized by the Society for the purpose of providing and carrying out the Recreation Services.

18. The budget shall be presented to the District's Manager of Financial Services on or before the day specified by the Manager of Financial Services, as may be necessary to prepare the District's budget for the following calendar year. The District will review the budget and may either approve the budget or return the budget for amendment by the Society, which will return the budget as amended to the District for its approval on or before the day specified by the Manager of Financial Services for the purpose of completing the District's budget for the following calendar year.
19. The budget prepared by the Society shall list all revenues and expenditures proposed for the calendar year for the Recreation Services. Any accumulated surplus or deficit from the prior year as recorded in the Society's records, must be carried forward and be applied to the next year's budget in accordance with accounting rules established for Regional Districts in the Province of British Columbia.
20. A deficit incurred in a prior year may or may not be funded by the District and is subject to budget approval as described in Paragraphs 18 and 19.
21. The Society will not expend or contract for or otherwise commit the Society to any expenditure in any calendar year except one that has first been approved in a budget by the District as above provided and will not incur any liability in any year beyond the amount of the funds to be paid to the Society by the District, as provided in the budget adopted for that year by the Board.

OPERATION

22. The Society will provide the Recreation Services without negligence, and in accordance with any operational guidelines as may be established by the District in consultation with the Society.

CAPITAL ASSETS

23. The parties to this Agreement acknowledge that all the items, furniture, supplies and equipment, currently owned by the District and all other items, furniture, supplies and equipment purchased by the Society with public funds, listed in Schedule 'C' to this Agreement, will remain the property of the District free and clear of any claim by the Society. Schedule 'C' shall be updated for additions and replacements annually after the Year End and a certified copy shall be forwarded to the District's Manager of Financial Services. Subsequent amendments to Schedule 'C' shall automatically replace previous schedules and shall become a part of this Agreement.
24. During the term of this Agreement, the Society, subject to the terms of this Agreement, shall have possession at all times the Office and equipment listed in Schedule 'C' and all other items, furniture, supplies and equipment subsequently purchased out of funds obtained from the District, for the purpose of providing the Recreation Services within the Local Service Area.

MAINTENANCE

25. The Society will, to the satisfaction of the District, maintain the Office, all items, furniture, supplies and equipment, and any chattels paid for out of funds obtained through the District and provided by the District to the Society for the purpose of providing the Services in a good working condition so that the Office and equipment are available at all times for the purpose of providing the Recreation Services.
26. The Society agrees to return District owned equipment to the District upon request.

INSURANCE

27. The Society may, at its cost, take out and maintain insurance for the personal effects of the volunteers, Directors and Officers of the Society.
28. The Society hereby agrees to provide property insurance on a replacement cost basis for the Office and all equipment used to provide the Recreation Services whether or not purchased from funds provided by the District under this agreement.
29. The Society shall take out and maintain, during the Term of the Agreement, a policy of comprehensive general liability insurance, including without limitation non-owned automobile insurance and tenant fire and legal liability insurance and declaring the District as an additional named insured, against claims for personal injury, bodily injury, death or property damage arising out of the Recreation Services provided by the Society in an amount of not less than three million dollars per single occurrence or such amount as the District may require from time to time. The Society shall provide a copy of each year's renewed policy to the District's Manager of Financial Services.
30. In the event of any injury to person(s) on the premises and/or involved in the Recreation Services or loss of or damage to the Office, the Society shall forthwith notify the District of such event. Failure to notify the District within one week of knowledge of an injury or loss may result in the termination of this Agreement.
31. Should any additional agencies or associations use the Office then a requirement of their use shall be that they hold liability insurance in the form described herein of not less than two million (\$2,000,000) dollars per occurrence.

INDEMNITY

32. The Society shall indemnify and save harmless the District from and against all actions, courses of action, claims, damages, losses, costs, fees, fines, charges or expenses which the District may incur, be threatened by or be required to pay by reason of or arising out of the provision of the Recreation Services by the Society, the Society's use of and occupation of the Office or any facility where Recreation Services are provided, the breach by the Society of any term of this Agreement, or by the Society's contravention of any law, enactment or regulation of a federal, provincial or local government.
33. This indemnity shall survive the expiry or sooner termination of this Agreement.

COMPLIANCE WITH LAWS

34. The Society will comply with all enactments as defined in the Interpretation Act and all orders and requirements under an enactment including orders and requirements of the Workers' Compensation Board.
35. The Society shall file a copy of its annual Society Act filing with the District's Manager of Financial Services.

DIRECTORS

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

PAYMENTS

37. The RDN shall pay the sum of \$52,000 for the period **January 1, 2003 to December 31, 2003**, payable by cheque, in the following manner:
- a) First payment on or before January 10th;
 - b) Second payment on or before April 1st;
 - c) Third payment on or before July 1st;
 - d) Fourth payment on or before October 1st.
38. Payments in subsequent years will be comprised of the operating portion of funds identified in the budget.
39. The Society shall administer the funds in accordance with the budget approved by the District.
40. It is the Society's responsibility to determine whether or not it is required to be registered for GST purposes. The amount of funding provided in this Agreement includes any GST which may be payable by the District. Any liability for GST required in respect of this Agreement, will be the responsibility of the Society.

ACCOUNTS

41. The books of account of the Society shall be kept in such manner and provide such detail as may be required from time to time by the District's Manager of Financial Services and the Provincial Ministry of Community, Women and Aboriginal Services.

SEPARATE FUNDS AND FINANCIAL STATEMENTS

42. The public funds provided under PAYMENTS shall be accounted for separately from any other funds of the Society and shall be separated in its books of account.
43. The Society shall maintain a separate bank account for District funds and revenues from the Recreation Services and shall keep all operating revenues and expenditures pursuant to this Agreement separate from other activities that may be undertaken by the Society from time to time.
44. The Society will have prepared by an auditor as defined under Section 331 of the *Local Government Act*, at each Year End, audited financial statements containing particulars of assets and liabilities, and a statement of revenue and expenditures for the year for the public funds provided under PAYMENTS.
45. The Society will file a copy of the audited financial statements with the District's Manager of Financial Services by February 15th following each Year End. The District's auditors may rely on

the Society's audit report, but in any case may require and shall have access to the working papers of the Society's auditor for examination during the Year End audit of the District.

RIGHT OF AUDIT

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

TERMINATION

47. The District may terminate this Agreement upon giving ninety (90) days written notice to the Society should the District or any successor to the District provide alternate Recreation Services within the Local Service Area.
48. The District may terminate this agreement immediately without notice to the Society or other party should:
- a) the Society, in the opinion of the District, fail to perform any of the terms of its obligations or covenants of the Society hereunder and such failure shall continue beyond thirty (30) days from delivery by the District to the Society of written notice specifying the failure and requiring remedy thereof;
 - b) should the Society fail to file its annual report or provide an annual audited financial statement;
 - c) the Society makes an assignment in bankruptcy or is declared bankrupt;
 - d) the Society ceases, for any reason, to be current in its obligations under the *Society Act* and fails to maintain the Society in good standing.
49. The Society may terminate this Agreement upon giving not less than ninety (90) days' written notice to the District of its intention to so terminate in the event of breach by the District of a material term of this Agreement.
50. It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given:
- a) if delivered at the time of delivery; and
 - b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the RDN:

General Manager of Community Services
Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

if to the Society:

Gabriola Recreation Society
c/o Andre Lemieux
1160 Cappon Lane
Gabriola, BC
V0R 1X0

51. Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed seventy-two (72) hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.
52. Time is to be the essence of this Agreement.
53. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and permitted assignees.
54. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
55. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
56. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
57. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

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

For the REGIONAL DISTRICT OF NANAIMO

_____)
_____)
_____)
Chief Administrative Officer

(Corporate Seal)

_____)
_____)
_____)
General Manager of Corporate Services

For the GABRIOLA RECREATION SOCIETY

_____)
_____)
_____)
Authorized Signatory

(Corporate Seal)

_____)
_____)
_____)
Authorized Signatory

Recreation Services

It is expected that the Gabriola Recreation Society will provide the following services:

1. Offer a wide variety of structured and unstructured recreation programs and/or special events, and other related recreation services deemed appropriate by the Board throughout the year in a variety of community venues in the Local Service Area, whether coordinated by volunteer or paid staff.
2. Provide a Grants program for the purpose of providing funds to assist local recreation organizations in providing a variety of recreation services to residents of Gabriola Island in addition to the services provided by the Society.
3. Maintain an accurate service evaluation program to include numbers of residents being served and a qualitative and quantitative evaluation of recreation programs and services being offered.
4. Schedule the Rollo McClay Park and assist the Regional District's Recreation and Parks Department in the maintenance of the Park.

gabriola recreation society

Proposal to the Nanaimo Regional District
from

Gabriola Recreation Society

February 2002-02-20

Society Information

The **Gabriola Recreation Society**, to be referred in the following text as GRS, was incorporated in Victoria on the 14th day of February 2002 under the registration number S-44262.

Included with this proposal are the articles of incorporation as well as the names and addresses of all initial directors and of the Law firm that prepared the incorporation papers for filing in Victoria. For the moment and until the GRS get a permanent address and/or until advised all communication, with the RDN, can be forwarded by telephone, mail or e-mail to:

C/O Andre Lemieux
1160 Cappon Lane
Gabriola, BC
V0R 1X0

Tel :250-247-9889, Fax : 250-247-9841
Andre.Lemieux@shaw.ca

The GRS plans to operate from an office located at Rollo-McClay Park on Gabriola Island. Until those premises are upgraded to office standard, the GRS has no official office.

Historical background

The GRS came into being for the sole purpose of planning, administering and providing recreational programs for Gabriola Island residents.

When it was decided that Gabriola residents were going to join the Nanaimo recreational grid, the amount of financial resources available for continuing the recreational programs and its administrative structure was clearly insufficient. Without raising taxes, another avenue of delivering those programs had to be found.

Before 1995, recreational programs were dispensed by a non-profit organization that had no tax requisition for revenue. Unpaid volunteer help, with no office or operational real estate, ran all the programs. It had many drawbacks compared to what the community has been used to since 1995.

The GRS was created to deliver the recreational services that the community has been accustomed to receive, within the constraint of the financial resources available and without an increase in the tax requisition.

Programs

The GRS, as explained earlier, is to carry on the dispensing of most of the programs that were available in the past as well as the creation of new ones that will be judged beneficial and wanted by the community. For that purpose, a method of finding out the community needs will be instituted using surveys, public meetings, professional consulting and other means.

The GRS plan to have all programs to operate on a break-even basis. That is, all direct disbursements have to be covered by program fees. We realize the possible shortfalls of some programs but past experiences showed us the possibility of also exceeding revenues in other popular programs that would make up for those shortfalls.

This proposal is being prepared using local experience of delivering that kind of programs in the last twenty-five years mixed with the expertise learned from an RDN programmer having been temporarily employed on Gabriola for about three years. Those programs have been ongoing using the umbrella of the Huxley Park Sports Association since the spring of 2001. The GRS is planning to carry on the work that has been done by those previous entities.

The programs that Huxley Park Sports Association took on from April 01 to present are:

- *Gymnastics for 2 – 12 yr olds*
- *Tennis lessons for 8 – adult*
- *Soccer for 3 – 15 yr olds*
- *Basketball for 16 +*
- *Swimming for tots to adult*
- *Sailing all ages*
- *Fencing 16 +*
- *Softball 5 +*
- *Self Defence 16+*
- *Assisted with summer day camp transportation needs*
- *Special needs services*
- *Assisted with arts program for children*

It is the intention of the GRS, as stated earlier, to carry on those programs and with the help of the future part time programmer, to start new ones.

Following are some that we plan to offer:

- *All of the above mentioned programs plus*
- *Aerobics for 16+*
- *Volleyball 16+*
- *Summer Day Camp for 5 – 12 yr olds*
- *Basketball sport camp*
- *Karate*
- *Babysitting Training for 11-16yr olds*
- *Coaching Clinics*
- *First Aid*
- *Dancing*
- *Leaders in Training*
- *Sing a long*
- *and many others*

Human resources

It is the intention of the GRS to work very closely with the people of Gabriola and for that purpose and as well as for the delivery of recreation, the GRS plan to hire, on a part time basis, a person that will be qualified and suitable to the community. This person will report to the GRS board through a board representative. The budget that is included in this proposal has put moneys aside for such a position. The rate use is \$20.00 per hour at four hours per day and five days per week and fifty weeks per year. Therefore the figure in the budget is for a twelve-month period. The GRS will provide recreation twelve months of the year.

The GRS office will be located at Rollo-McClay Park on Gabriola Island and will also be housing the programmer office and the storage of supplies and equipment.

Closing

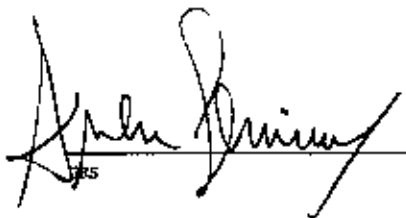
It has been a hard road for the residents of Gabriola to get back into a smooth delivery of their recreation needs. They are now allowed to participate in the full recreation grid of the district at a reasonable negotiated cost.

The lost of those recreation dollars, have put a strain on the delivery of recreation programs and the formation of the GRS has been their salvation in getting that service.

It is hoped that the RDN will understand the urgency of getting this proposal approved so that we can get on with the job of providing the spring and summer programs. Lots of time has been lost in getting this approval but the final goal is getting programs to those that are expecting them.

We have done everything possible that was requested of us and sincerely hope that the RDN staff and the Board will recognized this necessity.

GRS



gabriola recreation society

Proposal to the Nanaimo Regional District

from

Gabriola Recreation Society

February 2002-02-20

Proposed Budget

From April 1/2002 to December 31/2002

	<u>Budget</u>		<u>Budget</u>
<u>Revenues</u>		<u>Expenses</u>	
RDN	52,000.00		
<i>Programs</i>		<i>Programs</i>	
Tennis	350.00	Tennis	350.00
Soccer	2,000.00	Soccer	2,000.00
Gymnastics	3,000.00	Gymnastics	3,000.00
Karate	3,000.00	Karate	3,000.00
Fencing	400.00	Fencing	400.00
Volleyball	600.00	Volleyball	600.00
Basketball	1,200.00	Basketball	1,200.00
First Aid	200.00	First Aid	200.00
Dance	300.00	Dance	300.00
Youth leadership	300.00	Youth leadership	300.00
Adult Fitness	200.00	Adult Fitness	200.00
Swim lessons	3,600.00	Swim lessons	3,600.00
Swim leadership	450.00	Swim leadership	450.00
Sailing	1,000.00	Sailing	1,000.00
Other programs	4,000.00	Other programs	4,000.00
Programs Revenues	20,600.00	Programs Expenses	\$20,600.00
Surplus from previous year	0.00		
Total Income	72,600.00		

Total Revenues \$72,600.00
Less: Total Outlay \$72,600.00
Over/Under Budget \$0.00

Administrative Expenses

Accounting	
Bookkeeping	1,200.00
Audit	2,000.00
Advertising	2,300.00
Assoc. Dues	370.00
Bank Charges	50.00
Courier cost	50.00
Drinking water	400.00
Electricity	1,200.00
Equipment lease	400.00
Financial Assistance	1,200.00
Grants in Aid	10,000.00
Insurance	1,000.00
Janitorial	1,200.00
Legal	500.00
Miscellaneous	930.00
Office supplies	750.00
Off. Equip. repairs	500.00
Postage	250.00
Safety supplies	100.00
Staff training	500.00
Telephone & fax	1,600.00
Travel	1,000.00
Wages	20,000.00
Wage benefits	4,500.00
Total Admin. Expen.	\$52,000.00

Total Expenses \$72,600.00

Non Operating Costs

Total Non Operating Costs \$0.00

Total Outlay \$72,600.00

GABRIOLA RECREATION SOCIETY BUDGET FOR 2003

**Gabriola Recreation
 Society**

Administration

	2002 Budget	2002 Projected	2003 Provisional
Revenues			
Tax Requisition	52,000.00	52,000.00	52000.00
Advertising			
Grants			
Community Support Services		850.00	
Surplus - Prior Year			8932.00
Sub-total Revenue	52,000.00	52,850.00	60932.00
Expenditures			
Administration-Audit	(2000.00)	(2,000.00)	(2000.00)
Advertising	(2300.00)	(2,300.00)	(2500.00)
Association Dues	(370.00)	(200.00)	(350.00)
Bank Charges	(50.00)	(50.00)	(50.00)
Book Keeping	(1200.00)	(500.00)	(1200.00)
Board Expenses			
Building Rental		(1,750.00)	(1000.00)
Courier Costs	(50.00)		(50.00)
Electricity	(1200.00)		(1000.00)
Equipment Lease	(400.00)		(400.00)
Equipment-Operating Leases			
Equipment-Rental			
Equipment-Repairs		(300.00)	(500.00)
Financial Assistance	(1200.00)	(270.00)	(1000.00)
Field Maintenance/Repair			(2000.00)
Garbage Service		(80.00)	(100.00)
Grants in Aid	(10000.00)	(3,400.00)	(6000.00)
Grounds Maintenance			(500.00)
Heat			
Term Instructors			
Insurance	(1000.00)	(900.00)	(1000.00)
Janitorial Supplies	(1200.00)	(200.00)	(400.00)
Legal-General	(500.00)	(500.00)	(500.00)
Miscellaneous	(930.00)	(930.00)	(400.00)
Office Expenses-Supplies	(750.00)	(750.00)	(1000.00)
Office Equipment			(500.00)
Office Equipment-Repairs	(500.00)		(100.00)
Postage	(250.00)	(250.00)	(500.00)
Publications & Reports		(175.00)	(250.00)

Shop Tools			(300.00)
Safety Supplies	(100.00)	(100.00)	(100.00)
Staff Training	(500.00)	(700.00)	(700.00)
Telephone-Regular/Fax	(1600.00)	(700.00)	(900.00)
Telephone-Cell		(500.00)	(350.00)
Telephone-Internet		(210.00)	(300.00)
Travel-Mileage	(1000.00)	(600.00)	(1000.00)
Travel-Ferry		(400.00)	(550.00)
Wages-Administration	(20000.00)	(12,000.00)	(26000.00)
Wages-Casual		(1,100.00)	(500.00)
Wages-Operating			

Wages-Benefits	(4500.00)	(2,453.00)	(4500.00)
Water	(400.00)	(100.00)	(200.00)
Capital-Office Equipment		(2,500.00)	(500.00)
Capital-Other Equipment			
Capital-Buildings			
Capital-Programs		(5,000.00)	(1000.00)
Capital-Computer Equipment		(3,000.00)	(500.00)
Sub-Total Expenditures	(52000.00)	(43,918.00)	(60700.00)

Programs

Revenues

Program Revenues	20,600.00	19,756.00	20000.00
------------------	-----------	-----------	----------

Expenditures

Program Costs		(11,434.00)	(12000.00)
Wages-Casual Program	(20600.00)	(8,322.00)	(8000.00)

Net Surplus	0.00	8,932.00	232.00
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MAY-07-2002 11:54

604 737 3076 P.01/01



Dan Porteous 250 752-5019
 Uta Ewert 250 247-8114

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE AS HEREIN DESCRIBED HAVE BEEN ISSUED TO THE INSURED NAMED BELOW AND ARE IN FORCE AT THE DATE HEREOF:

THIS CERTIFICATE IS ISSUED AT THE REQUEST OF: REGIONAL DISTRICT OF NANAIMO	NAME OF INSURED GABRIOLA RECREATION COMMISSION 1160 Cappon Lane Gabriola, BC V0R 1X0 Attn: Andre Lemieux LOCATION AND OPERATIONS TO WHICH THIS CERTIFICATE APPLIES GABRIOLA ISLAND, BC *ACTIVITIES AS ON FILE* (EXCLUDING GYMNASTICS) Term: MAY 3, 2002 - MAY 10, 2003 Premium: 900.00
TO WHOM NOTICE WILL BE MAILED IF SUCH INSURANCE IS CANCELLED OR IS CHANGED IN SUCH A MANNER AS TO AFFECT THIS CERTIFICATE	

KIND OF POLICY	POLICY NO.	INSURERS	LIMIT OF LIABILITY
GENERAL LIABILITY	AS1111	CGU INSURANCE COMPANY OF CANADA	\$3,000,000.00 INCLUSIVE LIMIT BODILY INJURY/ PROPERTY DAMAGE *DEDUCTIBLE \$500.00

POLICY EXTENSIONS

REGIONAL DISTRICT OF NANAIMO IS ADDED AS ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE LIABILITY WHICH ARISES OUT OF THE NEGLIGENCE OF THE NAMED INSURED'S OPERATIONS.
 *CROSS LIABILITY CLAUSE INCLUDED
 *PARTICIPANT COVERAGE INCLUDED

THE INSURANCE AFFORDED IS SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE APPLICABLE POLICY.



May 7, 2002
 02/05/10
 20020015

ALL SPORT INSURANCE MARKETING LTD.

AMM
 AUTHORIZED REPRESENTATIVE

TOTAL P. 01

SCHEDULE 'C'
EQUIPMENT INVENTORY

List of items owned by the Regional District of Nanaimo, to be used by the Gabriola Recreation Society for the term of the agreement.

Office:

1 Computer
1 printer
1 microwave
1 small shredder
1 TV
1 VCR
1 desk
4 filing cabinets
1 long wooden cabinet
7 black chairs
1 black office chair
18 folding gray chairs
1 folding white chair
1 wooden table
4 folding tables
2 folding gray card tables
1 black flip chart easel
1 large white board
1 small corkboard
2 large corkboards
1 vacuum
1 dustpan and broom
1 aluminum ladder
1 phone
2 gray shelving units

Programs:

General

2 ghettobusters
1 Quik shade instant canopy
2 large bags w/ poles
1 small bag with canopy

Fencing

6 masks
8 foils
8 jackets
1 Epee

Soccer

2 hand pumps
2 soccer goal nets
4 soccer corner markers
12 9" safety cones
24 saucer markers
1 Genie "50" field liner

Gymnastics

1 small incline mat
1 big incline mat
1 junior jumper
1 blue panel mat
5 black panel mats
1 step
1 cartwheel mat
1 donut
1 junior trapezoid
1 large trapezoid
1 rollout floor beam

Aerobics

5 pairs of 2 pound weights
4 pairs of 3 pound weights
4 pairs of 5 pound weights
4 pairs of 8 pound weights
2 boxes of fitness bands
9 old blue mats
10 new blue mats

Karate

10 leather skipping ropes
5 regular skipping ropes
4 pairs sparring gloves
1 kids kick bag

Sailing

5 sailboats and equipment
1 utility boat trailer

Swimming

10 kickboards
1 spine board
12 small youth lifejackets
"Jobe Protour"

Miscellaneous

3 gray totes w/ red lids
2 green totes
1 blue tote
1 fuzball table
11 gray Weider weights
1 blue tarp

SCHEDULE 'C'
EQUIPMENT INVENTORY

List of items owned by the Regional District of Nanaimo, to be used by the Gabriola Recreation Society for the term of the Agreement:

Office:

1 Computer
1 printer
1 microwave
1 small shredder
1 TV
1 VCR
1 desk
4 filing cabinets
1 long wooden cabinet
7 black chairs
1 black office chair
1 folding white chair
1 wooden table
4 folding tables
1 black flip chart easel
1 large white board
1 small corkboard
2 large corkboards
1 vacuum
1 dustpan and broom
1 aluminum ladder
1 phone
2 gray shelving units

Programs:

General

2 ghetto blasters
1 Quik shade instant canopy
2 large bags w/ poles
1 small bag with canopy

Fencing

6 masks
8 foils
8 jackets
1 Epee

Soccer

2 hand pumps
2 soccer goal nets
4 soccer corner markers
12 9" safety cones
24 saucer markers
1 Genie "50" field liner

Gymnastics

1 small incline mat
1 big incline mat
1 junior jumper
1 blue panel mat
1 step
1 cartwheel mat
1 donut
1 junior trapezoid
1 large trapezoid

1 rollout floor beam
(missing)

1 large trampoline

Aerobics

5 pairs of 2-pound weights
4 pairs of 3-pound weights
4 pairs of 5-pound weights
4 pairs of 8-pound weights

2 boxes of fitness bands

9 old blue mats

10 new blue mats

Sailing

5 sailboats and equipment
1 utility boat trailer

Swimming

10 kickboards
1 spine board
12 small youth lifejackets
"Jobe Protour"

Miscellaneous

3 gray totes w/ red lids
2 green totes
1 blue tote
1 foosball table
1 blue tarp

Updated by Dan Porteous - Recreation Program Supervisor
RDN Recreation and Parks Department
June 13, 2002

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REGIONAL DISTRICT OF NANAIMO			
NOV 19 2002			
CHAIR		GMCrs	
CAO		GMDS	
GMCms		GMES	
S. Bid			
		DATE:	
		FILE:	

MEMORANDUM

TO: Kelly Daniels
Chief Administrative Officer

DATE: November 18, 2002

FROM: Neil Connelly
General Manager, Community Services

FILE: 5330-20-TWIN

SUBJECT: Future Use of the District 69 Arena

PURPOSE

To provide information on the receipt and deliberation by the District 69 Recreation Commission on letters received by the Regional District from the Town of Qualicum Beach and the Parksville Curling Club on the issue of lease rates for the use of the District 69 Arena.

BACKGROUND

The Regional District received a letter on November 5, 2002 from the Town of Qualicum Beach that outlines a November 4, 2002 Town Council resolution that "recommends that the Parksville Curling Club pay a minimum monthly rent of \$1,000 for the use of the existing District 69 Arena."

The letter from the Town and a letter of response from the Curling Club to the Regional District were discussed at the November 14, 2002 District 69 Recreation Commission meeting. Both letters are attached.

The Commission considered both letters and a delegation from the Curling Club as part of their deliberations, under New Business, on a proposed Memorandum of Understanding between the Regional District and the Club. The MOU had been referred to the Commission by the Regional Board.

The staff report on the proposed MOU includes background information on the Curling Club's interest in utilizing the facility, their letter of intent to the Regional District and the information provided during the arena referendum process on the potential future use and operation of the existing arena. It also refers to the draft Lease Agreement between the Regional District and the Club, which is included as an Appendix to the MOU. The lease provides for an annual rent of \$5.00 per year, with the Club being responsible for all repairs, improvements and upgrades necessary for the operation of the arena.

The Commission, as part of their meeting minutes, has provided a recommendation to the Board, that the Regional District approve the MOU with the Parksville Curling Club Society.

ALTERNATIVES

1. To receive, as information, the staff report on the letters from the Town of Qualicum Beach Council and the Parksville Curling Club that were advanced to the Regional District on the issue of lease rates for the use of the District 69 Arena.
2. To not receive the staff report for information and provide alternative direction.

FINANCIAL IMPLICATIONS

None

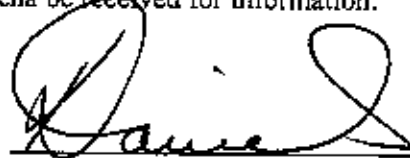
SUMMARY

Letters have been forwarded to the Regional District from the Town of Qualicum Beach Council and the Parksville Curling Club. They address the Town's recommendation that the Club pay a minimum monthly rent of \$1,000 for the use of the District 69 Arena. Given the Board's referral of the proposed MOU between the Regional District and the Club to the District 69 Recreation Commission, both letters and the Memorandum, including the *draft* Lease, were discussed by the Commission at their November 14, 2002 meeting. The Commission's recommendation to the Board from that meeting is included in their meeting minutes.

RECOMMENDATION

That the staff report on the letters from the Town of Qualicum Beach and the Parksville Curling Club on the issue of lease rates for the use of the District 69 Arena be received for information.


Report Writer


CAO Concurrence

COMMENTS:



TOWN OF QUALICUM BEACH

Celebrating our 60th Anniversary
1942 to 2002

201 - 660 Pritchard St.
P.O. Box 130
Qualicum Beach, B.C.
V9K 1S7

Telephone: (250) 752-6921
Fax: (250) 752-1243
E-mail: qbtown@qualicumbeach.com
Website: www.qualicumbeach.com

November 5, 2002

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

ATTENTION: George Holme, Chairman

Dear Mr. Holme

Re: Future Use of Existing District 69 Arena

Please be advised that Council of the Town of Qualicum Beach, at a meeting held November 4, 2002, discussed the proposed future use of the existing RDN owned arena by the Parksville Curling Club for the rental rate of \$5.00.

The Qualicum and District Curling Club pays \$8,611.00 for the operating year 2002/2003 for the use of the Qualicum Beach Curling Club, with rates increasing in successive years. The existing District 69 Arena is a much larger and superior facility to the Qualicum Beach owned facility. The rate inequity is not justified as the Town owned facility was built by the community, yet the Qualicum and District Curling Club still pays an appropriate rent. The District 69 Arena was constructed using property taxation, throughout the district including Qualicum Beach, and yet the new Parksville Curling Club's proposed lease rate is only \$5.00.

The following motion was ratified by Council

MOVED and SECONDED ... that Council of the Town of Qualicum Beach recommends that the Parksville Curling Club pay a minimum monthly rent of \$1,000.00 for the use of the existing District 69 Arena.

Yours truly

M.D. (Mark) Brown
Chief Administrative Officer
Town of Qualicum Beach

F:\letters\02\rdn3e\jk
Po Kelly Daniels, CAO
Tom Osborne, Dist. 69 Rec. Fax: 248-3262
File: 6530-60

REGIONAL DISTRICT OF NANAIMO	
NOV - 5 2002	
GMCS	GMCS
CAO	GMDS
GMCS	GMES
<i>Not needed & recommendation for the Bd.</i>	

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Parksville Curling Club

Box 1624
Parksville, B. C.
V9P 2H5

REGIONAL DISTRICT OF NANAIMO			
NOV 12 2002			
CHAIR	<input checked="" type="checkbox"/>	GMCrs	
CAO	<input checked="" type="checkbox"/>	GMDS	
EGMCrs	<input checked="" type="checkbox"/>	GMES	
<i>Neil-Jarvis</i>			
<i>report</i>			

November 12, 2002

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

Attention: George Holme, Chairman

Dear Sir:

Re: Letter from Qualicum Beach Town Council to the Regional District of Nanaimo dated November 5, 2002 - Subject: Future Use of Existing District 69 Arena

The directors of the Parksville Curling Club have reviewed the recommendation submitted in the above mentioned correspondence. It is agreed the Parksville Curling Club should respond since the recommendation has serious implications to our discussions with the Regional District of Nanaimo on the proposed Memorandum of Understanding and Lease.

It is noted the Qualicum Beach Town Council offer no information on how they arrived at the rental rate of \$8611 for the Qualicum Curling Rink. They also do not identify the cost items absorbed by the town.

The formal or possibly informal agreement with the Qualicum Curling Club is unique. We understand that the Town pays for all external building repair costs and the Curling Club pays for all interior repair and renovation costs. In reviewing the Qualicum Curling Club's financial statements for the past several years we note they have not recorded any costs for water, sewer, garbage collection or ground maintenance. The Qualicum Curling Club insurance costs indicate they pay for liability insurance only. It is likely the Town pays for the building insurance. The above mentioned costs are recorded in the Arena Financial Statement and under the proposed R.D.N. lease will be a cost to the Parksville Curling Club.

The size of the building for the purpose of establishing rental fees would only be valid if it involved spectator sports where the cost of the operation would be paid by ticket sales. In the curling club situation and where we are comparing equal participation, the size of the building has a reverse effect. The higher costs of operation will have to be paid by the same number of curlers. To increase the cost by the proposed recommendation would be most unfair to the Parksville Curling Club.

The reference to the source of funds raised to build the two ice complexes is misleading. The funds raised to build the Qualicum and District Curling Rink were raised by curlers in the District not only the Qualicum Beach Community. Many of these curlers live in Parksville and the adjacent districts. The funds came from the same source as taxes, people in the district. The only difference was the method.

It is noted the Qualicum Beach Town Council did not include the Parksville Curling Club in the distribution of their correspondence. Since the Parksville Curling Club is a party to the proposed lease agreement, our directors consider this to be most improper.

In discussions with the President of the Qualicum and District Curling Club, Mr. Ron DeGagne and the immediate Past President, Mr. Jim Hoffman, there appears to be no negative reaction by their executive to the Parksville Curling Club operation. An understanding has been reached that league play will be on alternate days in order for some players to curl on both rinks. The Parksville directors have difficulty in understanding why the Town Council should try to build fences for the Parksville curling proposal.

It should be understood the Memorandum of Understanding approval by Parksville Curling Club members at the Annual General Meeting, September 17, 2002, was conditional on an annual fee of five dollars (\$5.00). Should there be any change, membership approval will be required. The directors may very well recommend we investigate other options.

We trust this information will provide a better understanding of the situation not only for the R.D.N. directors but possibly for some members of the Qualicum Beach Town Council.

It would be appreciated if the Qualicum Town Council withdraws their recommendation.

Yours truly,



T. V. Boag, President
Parksville Curling Club

cc: Tom Osborne, Mgr, Recreation & Parks, Dist. 69
Neil Connelly, Mgr, Community Services, Dist. 69
Frank VanEynde, Chair, Dist. 69 Recreation Commission
M.D. (Mark) Brown, CAO, Town of Qualicum Beach
✓ Kelly Daniels, CAO, Dist. 69
Ron DeGagne, President, Qualicum & District Curling Club

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REGIONAL DISTRICT OF NANAIMO			
NOV 18 2002			
CHAIR		GMCrs	
CAO		GMDS	
GMCms		GMES	
<i>Sprad</i>			

MEMORANDUM

TO: Neil Connelly
General Manager, Community Services

DATE: November 12, 2002

FROM: Tom Osborne
Manager, Recreation and Parks

FILE: 2260-20-CON

SUBJECT: License Agreement with City of Nanaimo for a Portion of RDN Land at Greater Nanaimo Pollution Control Centre for Extension of Neck Point Park Trail Network

PURPOSE

To provide information and recommendations on signing a License Agreement between the Regional District of Nanaimo (RDN) and the City of Nanaimo (CON) for the extension of the Neck Point Park trail network onto RDN lands at the Greater Nanaimo Pollution Control Centre.

BACKGROUND

The Regional District holds land at 3075 Shores Drive that was purchased to hold, in part, for future expansion of the Sewage Pollution Control Centre located on Hammond Bay Road and to provide a buffer between this expansion and residential development in the vicinity.

In 1996, the City of Nanaimo acquired property at Neck Point for park purposes and development of Neck Point Park commenced. Recently RDN staff were approached by the City to discuss the possibility of developing trails on the subject property in the future to connect with the existing trail network at Neck Point Park. Accordingly, a License Agreement between the RDN and the CON has been identified as the appropriate instrument to permit the City access to the property for park purposes.

The Agreement would permit continued public use of the property for park purposes and allow the CON to manage the lands for park purposes on an ongoing temporary basis provided that the City assumes responsibility for the construction of any improvements, as well as the management, maintenance and liability associated with its use by the public.

The City of Nanaimo Parks Department has not yet scheduled any trail works on the property, however, the Agreement will allow it to proceed with trail enhancement works at its convenience. The Trail Network specified in the Agreement permits extended use of the existing Neck Point Park trail network on to the RDN lands but retains a buffer between these trail improvements from the current and future expansion site of the Pollution Control Centre as referenced in Schedule 'A'.

Accordingly a License Agreement has been drafted for Regional District Board and City of Nanaimo Council approval.

ALTERNATIVES

1. That the Regional District of Nanaimo authorize the License Agreement attached as Appendix 1 that would permit the City of Nanaimo to use the RDN lands at 3075 Shores Drive for extension of the Neck Point Park trail network.
2. That the Regional District of Nanaimo not authorize the License Agreement attached as Appendix 1 that would permit the City of Nanaimo to use the RDN lands at 3075 Shores Drive for extension of the Neck Point Park trail network.

FINANCIAL IMPLICATIONS AND TERMS

The City of Nanaimo would be responsible for all trail network costs, assume all liability associated with the trail network and would carry five (5) million dollar liability insurance with the Regional District of Nanaimo as additionally named insured.

The term of the Agreement would be for ten (10) years.

INTERGOVERNMENTAL IMPLICATIONS

At the November 4, 2002 Nanaimo City Council Meeting, Council authorized the proposed License Agreement, attached as Appendix 1, directed City Staff to prepare and publish the statutory notice required under the *Local Government Act* advising of Council's intention to enter into an Agreement with the Regional District for the extension of the Neck Point Park trail network and authorized the Mayor and City Clerk to execute the document necessary to facilitate the License Agreement.

SUMMARY

The Regional District of Nanaimo holds land at 3075 Shores Drive that was purchased to hold, in part, for future expansion of the Sewage Pollution Control Centre located on Hammond Bay Road and to provide a buffer between this expansion and residential development in the vicinity.

In 1996, the City of Nanaimo acquired property at Neck Point for park purposes and development of Neck Point Park commenced. RDN staff were approached by the City to discuss the possibility of developing trails on the subject property in the future to connect with the existing trail network at Neck Point Park. Accordingly, a License Agreement between the RDN and the CON has been identified as the appropriate instrument to permit the City access to the property for park purposes.

The Agreement would permit the City to develop a trail network on the Regional District lands at the City's cost in a manner that would not impede the future development of the Pollution Control Centre and would continue to maintain a buffer between the existing and future plant from the residential development in the vicinity. The City would also assume all liability associated with the trail network.

This expansion would greatly enhance the trail network currently in place at Neck Point Park that is popular with both City and Regional District residents.

RECOMMENDATIONS

That the License Agreement that permits the City of Nanaimo to use the Regional District of Nanaimo lands at 3075 Shores Drive for extension of the Neck Point Park trail network be approved.

J. for M. Parkane
Report Writer

 A. Bonnell
General Manager Concurrence
 D. Davis
CAO Concurrence

COMMENTS:

LICENSE TO USE OR OCCUPY

THIS LICENSE ISSUED the _____ day of _____, 2002

File: LD000368

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, B.C.
V9T 6N2

(the "Regional District")

OF THE FIRST PART

AND:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, B.C.
V9R 5J6

(the "City")

OF THE SECOND PART

WHEREAS:

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

Civic Address: 3075 Shores Drive
Legal Description: Lot 1, District Lot 41, Wellington Land District, Plan VIP63399
(PID 023-428-503)

(the "Lands")

AND WHEREAS the City wishes to use and occupy portions of the Lands (the "Park").

NOW THEREFORE in consideration of the rents, covenants, agreements and conditions to be performed and observed by the City:

A. GRANT OF LICENSE

The Regional District hereby grants the City a license to occupy and use the said Park for the sole purposes of extending a trail network as generally shown on the map attached as 'Schedule A' to this Agreement.

B. TERM

The Regional District grants this license for a period of ten (10) years from and including December 1, 2002 to and including November 30, 2012 (the "Term"), subject to the terms and conditions herein set forth.

C. RENT AND RESPONSIBILITY FOR EXPENSES

1. Yielding and paying therefor unto the Regional District upon the execution of this License, the rent of Ten Dollars (\$10.00) for the Term herein granted, the receipt of which is hereby acknowledged.
2. It is intended by the parties that the Park be of no cost or expense to the Regional District during the Term and accordingly the City agrees to pay, whether on its own behalf or on behalf of the Regional District, all costs of every nature and kind relating to the Park and/or any improvements thereon, and the City agrees to indemnify the Regional District from and against any such costs and expenses incurred by the Regional District directly relating to the use of the Park by the City.

D. INSURANCE MAINTENANCE, RISK AND INDEMNITY

The City agrees to take out and keep in full force and effect throughout the Term and during such other time as the City occupies or uses the Park or any part thereof at the expense of the City comprehensive general liability insurance, including without limitation non-owned automobile liability insurance, against claims for personal injury, death or property damage or loss upon, in or about the Park or otherwise howsoever rising out of the operations of the City in or around the Park, to the limit as may be reasonably required by the Regional District from time to time but, in any case, of not less than Five Million (\$5,000,000.00) Dollars in respect to injury or death to a single person and in respect of any one accident concerning property damage.

1. The policy of insurance shall contain a clause providing that the insurer will give the Regional District thirty (30) days written notice in the event of cancellation or material change.
2. The Regional District shall be named as an additional insured under such liability policy or policies of insurance.

3. Any buildings, furniture, equipment, machinery, fixtures and improvements placed on, in or about the Park by the City shall be entirely at the risk of the City.
4. The City agrees to maintain the Park and the improvements therein in good repair and in a neat and tidy condition, and to not do or permit any act or neglect which may in any manner directly or indirectly be or become a nuisance or interfere with the comfort of any person occupying land in the vicinity of the Park.
5. The City shall not permit liquor, beer or any other alcoholic beverages on or in the said Park.
6. The City shall not construct or place on the Lands any improvements without first obtaining the prior written consent of the Regional District and obtaining all required building or development permits.
7. The City shall report all instances of injury or damage to the Regional District, Manager Parks and Recreation.
8. The City agrees to comply promptly at its expense with all laws, bylaws, regulations, requirements and recommendations, which may be applicable to the manner of use or occupation of the Park, made by any and all federal, provincial, local government and other authorities and all notices in pursuance of same, provided however that the City shall have no liability to make any improvements, alterations or additions to the Park which may be required by authorities or associations unless due to the use or occupation of the Park by the City.
9. The City agrees to indemnify and save harmless the Regional District, its elected and appointed officers and employees, from any and all claims, suits, actions, costs, fees and expenses of any kind whatsoever brought against or incurred by the Regional District or its elected and appointed officers and employees in any way relating to the City's use or occupation of the Park during the Term of this License. Such indemnity shall extend to legal expenses incurred by the Regional District in defending against such liability or alleged liability or in enforcing this right of indemnity.

E. QUIET ENJOYMENT

1. The Regional District covenants with the City for quiet enjoyment, for so long as the City is not in default hereunder.
2. The City shall permit, the Regional District and its employees, servants and agents, at all times, during the Term of this License, to enter the Park and every part thereof to examine the condition thereof, and if any want or repair shall be found on such examination, and notice thereof is given, the City will, within ninety (90) days of the giving of that notice, well and truly repair in accordance with that notice.

F. USE, ASSIGNMENT AND SUBLETTING

1. The City agrees to not use the Lands for any purpose other than as a park with trail access.

2. They agree that it is the sole responsibility of the City to determine the suitability of the Park for its intended use and occupation.
3. The City shall not permit any other person, group or organization not named in this License to make improvements to or occupy the said Park for other than trail use without written authorization from the Regional District, Manager Parks & Recreation or designate.

G. HOLDING OVER

If the City continues to occupy the Park with the consent of the Regional District after the expiration or other termination of the Term without any further written agreement, the City shall be a monthly licensee subject always to all of the provisions of this License insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year shall not be created by implication of law; provided that nothing herein contained shall preclude the Regional District from taking action for recovery of possession of the Park.

H. APPROVALS

No provision in this License requiring the Regional District's or the City's consent or approval shall be deemed to have been fulfilled or waived unless the written consent or approval of the Regional District or the City relating to the particular matter or instance has first been obtained and, without limiting the generality of the foregoing, no prior consent or approval and no condoning, excusing or overlooking by the Regional District on previous occasions when such a consent or approval was required shall be taken to operate as a waiver of the necessity of such consent or approval whenever required under this License.

I. RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of commutation of rent nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties other than the relationship of Licensor and Licensee.

J. SOLE AGREEMENT

This License sets forth all of the warranties, representations, covenants, promises, agreements, conditions and understandings between parties concerning the Lands and there are no warranties, representations, covenants, promises, agreements, conditions or understanding, either oral or written, express or implied, between them other than as set forth in this License.

K. REMOVAL OF IMPROVEMENTS

1. All improvements constructed, owned or installed by the City at the expense of the City on the Park, shall remain the property of the City and may be removed by the City at any time until the end of the Term or earlier termination of this License. The City agrees that it will, at

its expense, repair any damage to the Park caused by the construction, installation, existence, use or removal thereof (the "Restoration"). Before removing such property the City shall notify the Regional District of its intention to do so and shall, if required by the Regional District, post a bond in an amount and form satisfactory to the Regional District as security for performance of the City's obligations for the Restoration.

2. If the City does not remove the property which is removable by the City pursuant to Paragraph K(1) prior to the end of the Term or the sooner termination of this License, such property shall, if the Regional District elects, be deemed to become the Regional District's property and the Regional District may remove the same at the expense of the City, and the cost of such removal will be paid by the City forthwith to the Regional District on demand.

L. DEFAULT AND EARLY TERMINATION

1. The City further covenants with the Regional District that if the City shall violate or neglect any covenant, agreement or stipulation herein contained on its part to be kept, performed or observed and any such default on the part of the City shall continue for thirty (30) days after written notice thereof to the City by the Regional District, then by law the Regional District may at its option forthwith re-enter and take possession of the Park immediately and may remove any property therefrom and may use such force and assistance in making such removal as the Regional District may deem advisable to recover at once full and exclusive possession of the Park.
2. Either party to this Agreement may terminate the Agreement at any time upon thirty (30) days notice in writing to the other party. If the Regional District exercises this right of termination then it may recover possession of the Park in accordance with paragraph L(1).

M. APPLICABLE LAW, COURT LANGUAGE

1. This License shall be governed and construed by the laws of the Province of British Columbia.
2. The venue of any proceedings taken in respect of this License shall be at Nanaimo, British Columbia, so long as such venue is permitted by law, and the City shall consent to any applications by the Regional District to change the venue of any proceedings taken elsewhere to Nanaimo, British Columbia.

N. CONSTRUED COVENANT, SEVERABILITY

All of the provisions of this License are to be construed as covenants and agreements. Should any provision of this License be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this License and the remaining provisions shall remain in force and be binding upon the parties hereto and be enforceable to the fullest extent of the law.

O. TIME

Time shall be of the essence hereof.

P. NOTICE

1. All notices or payment from the City to the Regional District shall be sent to the Regional District at the following address:

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

Attention: Manager, Recreation and Parks

2. All notices from the Regional District to the City shall be sent to the City at the following address:

City of Nanaimo
455 Wallace St.
Nanaimo, BC
V9R 5J6

Attention: Director, Parks, Recreation and Culture

or such other places as the Regional District and the City may designate from time to time in writing to each other.

3. Any notice to be given hereunder shall be in writing and may be either delivered personally or sent by prepaid, registered or certified mail and, if so mailed, shall be deemed to have been given three (3) days following the date upon which it was mailed.
4. Any notice or service required to be given or effected under any statutory provision or rules of court from time to time in effect in the Province of British Columbia shall be sufficiently given or served if mailed or delivered at the addresses as aforesaid.
5. Any party hereto may at any time give notice in writing to any other of any change of address of the party giving such notice and from and after the second day after the giving of such notice, the address herein specified shall be deemed to be the address of such party for the giving of notices hereunder.

Q. WAIVER

The failure of either party to insist upon strict performance of any covenant or condition contained in this License or to exercise any right or option hereunder shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, right or option.

IN WITNESS WHEREOF the parties hereto have executed this License on the day and year first above written.

THE CORPORATE SEAL OF THE
REGIONAL DISTRICT OF NANAIMO was
hereunto affixed in the presence of:

Chairperson

General Manager, Corporate Services

c/s

THE CORPORATE SEAL OF THE
CITY OF NANAIMO was
hereunto affixed in the presence of:

Mayor

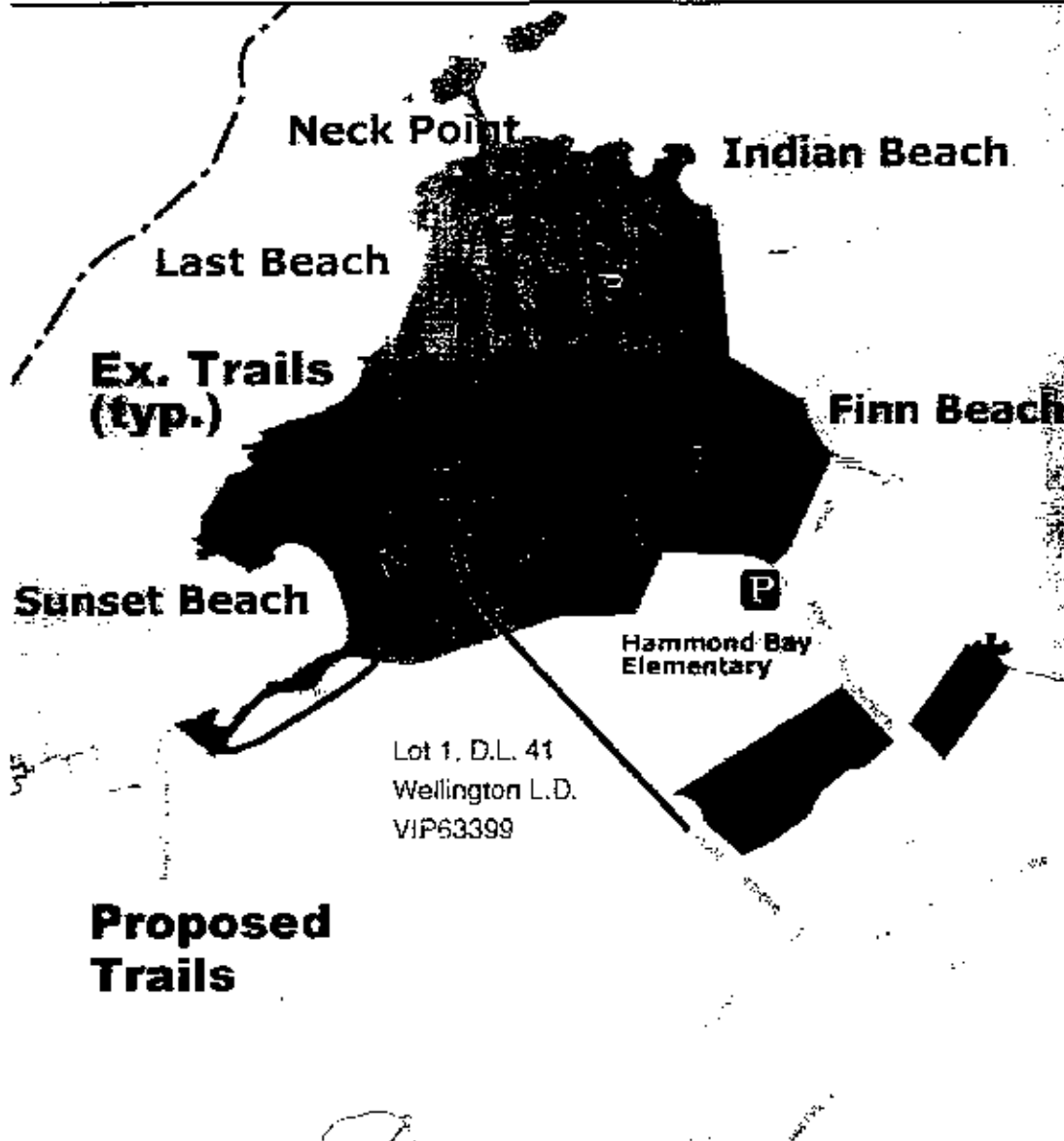
City Clerk

c/s

Attachment: LD000368

3075 SHORES DRIVE

Lot 1, D.L. 41, Wellington L.D., VIP63399



Notes

1. The information is to be used for the purpose of the map only. It is not to be used for any other purpose.

CITY OF NANAIMO
2007

Date: October 2012
Drawn: JH
Checked: JPH

North



SCHEDULE A



REGIONAL DISTRICT OF NANAIMO		
NOV 19 2002		
CHAIR		GMCR5
CAO		GMDS
GMCRS		GMES

MEMORANDUM

TO: Stan Schopp
Manager, Building Inspection Services

DATE: November 19, 2002

FROM: Allan Dick
Senior Building Inspector

FILE: 3810-20

SUBJECT: Local Government Act - Section 700 - Contravention of Bylaw
Meeting Date - November 26, 2002

PURPOSE

To provide for the Committee's review, proposed Section 700 filings on properties which have outstanding occupancy or safety issues that contravene Building Bylaw No. 1250.

BACKGROUND

The individual area inspectors have worked closely with the property owners to resolve outstanding issues prior to the sending of letters. A minimum of two letters addressing deficiencies has been sent to the registered property owners. Where required, the Manager and/or the Senior Building Inspector have been involved with proposed resolutions. At this time we are unable to approve construction at the indicated addresses.

SUMMARY OF INDIVIDUAL INFRACTIONS

Electoral Area 'A'

- Owners Name: Dale Janecek and John MacNutt
Legal Description: Lot B, Plan VIP66503, Section 8, Range 3, Cedar Land District
Street Address: 2419 Yellow Point Road
Summary of Infraction:
December 10, 2001 - stop work order posted (barn and addition); letter sent certified mail
January 15, 2002 - verification of certified mail received
January 23, 2002 - no response from owner; letter sent; pre-enforcement
January 24, 2002 - received BP application (BP 23972)
February 4, 2002 - permit application received for barn (BP 24000)
March 15, 2002 - Engineers certification was requested to complete application
November 13, 2002 - numerous attempts to obtain application requirements by BI staff
November 13, 2002 - Senior Inspector attempted to contact owner; no phone.

Electoral Area 'B'

- Owners Name: Antal and Sheila Persin
Legal Description: Lot 86, Section 132, Plan 23619, Gabriola Island, Nanaimo Land District
Street Address: 1007 Harrison Way
Summary of Infraction:
November 1, 2001 - permit issued for restoration of fire damaged SFD
July 26, 2002 - letter sent; occupying SFD without an occupancy permit
October 21, 2002 - follow up letter sent re enforcement action
October 29, 2002 - owner attended Gabriola office regarding outstanding inspection issues.
November 8, 2002 - Senior Inspector attempted to contact owner by phone; left message on answering machine
November 13, 2002 - 2nd attempt to contact owner; left message on machine
November 19, 2002 - Owner met with Senior Inspector and attempting to resolve prior to Board meeting

2. Owners Name: **Trevor and Michelle Hedingham**
Legal Description: **Lot 80, Section 18, Plan 21586, Nanaimo Land District, Gabriola Island**
Street Address: **670 Gallagher Way**

Summary of Infraction:

July 5, 2002 – stop work order posted (construction of a deck);
July 8, 2002 – letter sent certified mail; stop work order
September 27, 2002 – letter delivered by D. Hickman as owners refuse to pick up or respond to previous correspondence
November 13, 2002 – Senior Inspector attempted to contact owner; left message on machine

Electoral Area 'D'

1. Owners Name: **Lennard and Sandra Doumont**
Legal Description: **Lot 31A, Nanoose District, except part in Plans 8514, 20737, 21281, 21788, 22619, 27139, 29437, 35911, 41797 and VIP62661**
Street Address: **7995 Superior Road**

Summary of Infraction:

May 24, 2002 – application received for greenhouse
May 29, 2002 – site inspection revealed many structures apparently built without permits
July 8, 2002 – Senior Inspector contacted owner regarding outstanding building issues. Consultant working on behalf of owner given time to resolve issues.
October 9, 2002 – file forwarded to manager as building issues not resolved
November 13, 2002 – deferred from November 5, 2002 Board meeting .

Electoral Area 'E'

1. Owners Name: **Radmilla Zivkovic**
Legal Description: **Lot 24, Block 586, Plan 29314, Nanoose Land District**
Street Address: **2811 Sea Blush Drive**

Summary of Infraction:

Jan 31, 2002 – letter sent; permit expired
February 8, 2002 – application received for permit to complete
February 27, 2002 – permit issued; permit valid for 90 days
May 28, 2002 – 90 day permit expired; spoke with owner; owner to meet with Stan Schopp
May 29, 2002 – owner spoke with Stan Schopp; legal action proceeding against builder and RDN; should be resolved by end of August
November 12, 2002 – Senior Inspector left message for owner to contact RDN
November 13, 2002 – second message left for owner to contact RDN; no response
November 18, 2002 – owner called Chief Inspector and will attempt to complete prior to final consideration by Board.

2. Owners Name: **Steven Gaucher**
Legal Description: **Lot 4, District Lot 67, Plan 29941, Nanoose District**
Street Address: **2720 Parker Road**

Summary of Infraction:

October 2, 2002 – stop work order posted (accessory building and camper on property occupied)
October 3, 2002 – letter sent certified mail; stop work order
October 29, 2002 – 2nd letter sent via courier; pre-enforcement
November 7, 2002 – certified mail returned unclaimed
November 8, 2002 – Senior Inspector attempted to contact owner; no phone

RECOMMENDATION

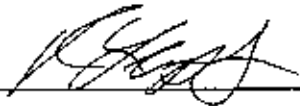
That a notice be filed against the titles of the properties listed, pursuant to Section 700 of the *Local Government Act* and that if the infractions are not rectified within ninety (90) days, legal action will be pursued.



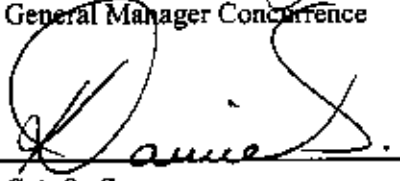
Report Writer



General Manager Concurrence



Manager Concurrence



C.A.O. Concurrence

COMMENTS:
devsvs/reports/2002/3810-20-section700November.doc



REGIONAL DISTRICT OF NANAIMO	
NOV 20 2002	
CHAIR	GMCrS
CAO	GMDS
GMCmS	GMES
Sp. Bd. P.	
DATE:	

MEMORANDUM

TO: Robert Lapham
General Manager, Development Services

FROM: Christina Thomas
Senior Planner, Community Services

SUBJECT: **Agricultural Land Reserve Exclusion and Inclusion Applications
All Electoral Areas**

DATE: November 19, 2002

FILE: 6635 00 LRC

PURPOSE

To obtain direction regarding Agriculture Land Reserve exclusion and inclusion applications.

BACKGROUND

The Regional District of Nanaimo (RDN) is responsible for receiving and forwarding applications to exclude land from the Agriculture Land Reserve (ALR) or include land in the ALR to the Agricultural Land Commission (ALC). As a part of this process RDN staff provide the ALC with information about the subject property (e.g. current use, surrounding uses, zoning, official community plan designations), and the RDN Board has an opportunity to express its support or opposition for the application, in the form of a Board resolution that is conveyed to the Commission. The RDN Board also has the discretion to provide a resolution stating the "application cannot proceed" due to inconsistency with an approved official community plan. In that instance, section 34(5) of the *Agricultural Land Commission Act* provides for the application to be cancelled.

The current regional growth strategy, "Regional District of Nanaimo Growth Management Plan Bylaw No. 985.01", has been interpreted to not support any applications to exclude land from the ALR because it includes a policy (Policy 3D) that states that OCPs will include policies supporting retention of land in the ALR. Furthermore, there is also the possibility that the exclusion of land from the ALR might compromise the overall regional growth strategy objectives of retaining rural lands and limiting rural residential sprawl.

As a part of the Growth Management Plan Review, the RDN Board considered a revised regional growth strategy, "Regional District of Nanaimo Regional Growth Strategy Bylaw No. 1309", that included a new approach regarding applications to exclude land from the ALR in the electoral areas in which the RDN would forward these applications directly to the Province for decision, without providing a resolution of support or opposition. (RDN staff would still provide basic property information (such as current use, zoning and official community plan designation) on the applicable ALC forms that the local government must submit to the ALC for their use). Under this approach, where the Province excluded land from the ALR the RDN would decide the appropriate use of the land through its official community plan and zoning bylaw amendment processes. On October 8, 2002 the RDN Board repealed 1st and 2nd reading of Bylaw No. 1309 and referred it back to staff to allow for further public consultation. RDN staff is now in the process of preparing Terms of Reference and a Consultation Plan to complete the Growth Management Plan Review, for the Board's consideration in early 2003.

Applications in Process

The RDN Board's standard practice has been to consider each ALR exclusion and inclusion application individually and decide whether to support or oppose it.

In mid-2002 the RDN Board decided to forward several specific ALR applications directly to the ALC without passing a resolution of explicit support or opposition.

There are several outstanding applications to the ALC, either because of previous RDN Board direction regarding the application or because they were received recently and staff had anticipated that the new regional growth strategy would be adopted soon and consequently provide new policy direction which would have allowed the applications to proceed directly to the ALC without first going to the RDN Board. These applications are outlined below:

<i>Name</i>	<i>Location</i>	<i>Electoral Area</i>	<i>Application Type</i>	<i>Date Received</i>	<i>Board Action</i>
Law & Devereaux	Godfrey Rd.	C	Inclusion & exclusion	Sept.4/01	Resolution to hold in abeyance until GMP Review complete
Catrrall	Island Hwy.	D	Exclusion	Sept.10/02	None yet.
Matias	Kopernick	F	Inclusion	Nov.8/02	None yet.

Given the present status of the Growth Management Plan Review direction is required regarding how the RDN Board would like these applications handled.

ALTERNATIVES

1. To:
 - a) pass a resolution to forward the Law & Devereaux, Catrrall, and Matias exclusion and inclusion applications to the ALC with no resolution of support or opposition; and
 - b) direct staff to develop an implementation agreement regarding ALR inclusion and exclusion applications in association with the level of development deemed appropriate in rural areas for consideration of the RDN Board as a part of its consideration of Terms of Reference and a Consultation Plan to complete the Growth Management Plan Review, for consideration early in 2003; and
 - c) to hold in abeyance all new ALR inclusion and exclusion applications until either the Growth Management Plan Review is complete or the above-described implementation agreement is developed, whichever is completed first.
2. To direct staff to prepare individual reports about all ALR inclusion and exclusion applications, including the outstanding Law & Devereaux, Catrrall, and Matias applications, for the Board's consideration.
3. To hold all applications for ALR inclusion and exclusion in abeyance until the Growth Management Plan Review is complete.

GROWTH MANAGEMENT PLAN IMPLICATIONS

All of the options presented for the Board's consideration are consistent with the present regional growth strategy (Bylaw 985.01), as the Board would not be providing specific support for any ALR inclusion or exclusion applications.

Alternative 1 deals with existing applications and would provide a streamlined approach for new applications whereby each of the parties with a responsibility for decision-making about ALR parcels is responsible for making decisions about the aspect of land use they are most experienced with. Specifically, the ALC would be responsible for deciding whether or not the land that is subject to an application is suitable or needed for agriculture, whereas the RDN would be responsible for deciding the ultimate use of land that is not in the ALR in electoral areas through its official community plans and zoning bylaws. The implementation agreement to be developed for the Board's consideration as a part of this option provides an opportunity for the Board to manage development pressures that will be placed on lands once they are removed from the ALR and to ensure that the level of development possible on such lands is in keeping with the intent of the present regional growth strategy.

OFFICIAL COMMUNITY PLAN AND LAND USE IMPLICATIONS

Irrespective of the alternative selected by the Board, the RDN would retain its responsibility to determine the appropriate use of land subject to ALR exclusion and inclusion applications through its official community plans and zoning bylaws.

PUBLIC CONSULTATION IMPLICATIONS

All of the options presented for the Board's consideration would provide the public and developers with increased certainty and consistency regarding the process for considering ALR exclusion and inclusion applications.

Alternative 1 would establish the most consistent and expeditious method to address ALR exclusion and inclusion applications. It provides a method to balance the needs and interests of both the public and the development community in the interests of the region.

Alternative 2 takes more time and provides less certainty regarding how individual ALR exclusion and inclusion applications are addressed as the Board could take a different approach in assessing each application, in terms of the process and criteria it uses to decide if it opposes or supports each application. Furthermore, the Board has expressed concern in the past about its role and ability to assess whether land is suitable or needed for agriculture in relationship to the ALC's responsibilities and expertise in this area.

Given that the Growth Management Plan Review Project has been extended, and is anticipated to take at least another year to complete, Alternative 3 provides the least expeditious method to address ALR exclusion and inclusion applications, and would likely be deemed unsatisfactory by those in the development community.

VOTING

All Directors – one vote, except Electoral Area 'B'.

SUMMARY/CONCLUSIONS

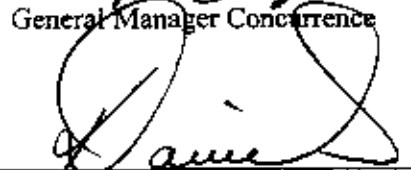
Board direction is required regarding how to address ALR exclusion and inclusion applications for land in the electoral areas given previous Board decisions and the fact that the Growth Management Plan Review will not be complete in the timeframe originally anticipated. The Board may recall that the regional growth strategy it had granted 1st and 2nd reading to in August, then repealed 1st and 2nd reading to in October, included a policy that would have provided a consistent and expeditious approach for the consideration of ALR exclusion applications that would have ensured that subject land was put to a use compatible with the strategy's goals. It is recommended that the three outstanding ALR exclusion and inclusion applications (Law & Devereaux, Cattrall, and Matias) be forwarded to the ALC, that staff be directed to develop an implementation agreement regarding ALR inclusion and exclusion, in electoral areas, in association with the level of development deemed appropriate for rural areas, for consideration of the RDN Board, as a part of its consideration of Terms of Reference and a Consultation Plan to complete the Growth Management Plan Review, and that all new ALR inclusion and exclusion applications be held in abeyance until either the Growth Management Plan Review is complete or the above described implementation agreement is developed, whichever is completed first.

RECOMMENDATIONS

1. That the Law & Devereaux, Cattrall, and Matias exclusion and inclusion applications be forwarded to the ALC with no resolution of support or opposition.
2. That staff be directed to develop an implementation agreement regarding ALR inclusion and exclusion, in electoral areas, in association with the level of development deemed appropriate for rural areas, for consideration of the RDN Board, as a part of its consideration of Terms of Reference and a Consultation Plan to complete the Growth Management Plan Review.
3. That all new ALR inclusion and exclusion applications be held in abeyance until either the Growth Management Plan Review is complete or the above described implementation agreement is developed, whichever is completed first.



Report Writer


General Manager Concurrence
CAO Concurrence

COMMENTS:

REGIONAL DISTRICT OF NANAIMO		
NOV 18 2002		
MEMORANDUM		
CHAIR	GMCrs	
CAO	GMDS	
GMCrs	GMES	
DATE: <i>Bed</i>		November 15, 2002
FILE:		5290-00

TO: John Finnie, P. Eng.
General Manager of Environmental Services

FROM: Carey McIver
Manager of Solid Waste

SUBJECT: FCM Partners for Climate Protection Program

PURPOSE

To obtain Board approval to participate in the Federation of Canadian Municipalities (FCM) Partners for Climate Protection Program (PCP).

BACKGROUND

The Greenhouse Effect and Climate Change

A heightening of the natural greenhouse effect, attributed directly or indirectly to human activity, is believed to be causing an unnatural increase in global temperatures. This increase is affecting precipitation, wind patterns, and ocean circulation. These effects will alter the world's climatic regions and, consequently, their ecosystems.

Why is Climate Change an Issue for Local Government?

The management of greenhouse gases has implications for the lifestyle of residents, economic activity and ecosystem health in the RDN. The FCM indicates that Canadian local governments have jurisdiction over the policy levers that influence 20 to 25 percent of Canada's total emissions, including emissions from transportation, buildings and solid waste. Local government decisions about transportation planning, subdivision location and design, zoning, development permits, growth management strategies and waste management programs all have a major influence on climate change.

What is the Partners for Climate Protection Program?

The Partners for Climate Protection Program (PCP) is a group of municipal and regional governments across Canada working together to reduce greenhouse gas emissions produced locally. To join, a local government is asked to make a public commitment to reduce 1990 levels of greenhouse gas emissions in municipal operations and the community as a whole. The public commitment should be in the form of a model resolution provided by FCM.

Members of the PCP program are encouraged to complete the following milestones:

1. Profile energy use and emissions for the base year of 1990 for municipal operations and then for emissions community-wide.
2. Forecast energy use and emissions for 10 or 20 years in the future, and then for emissions community-wide.

3. Establish a reduction target. Preferred targets are 20 percent reductions in greenhouse gas emissions from municipal operations within 10 years of joining the program, and a minimum six percent reduction in community-wide emissions within ten years of joining the program.
4. Develop and finalize a local action plan that aims to reduce emissions and energy use in municipal operations, and then expand to reduce emissions in the community. This local action plan will also incorporate public awareness and education campaigns.
5. Begin implementation of the local action plan, and measures that will reduce greenhouse gases.

Benefits of the PCP Program

Municipal governments already active in climate protection are benefiting from local job creation and reduced energy costs. Measures for the reduction of greenhouse gas emissions such as energy efficiency projects create more employment than energy supply investments. This employment is created locally. Moreover, the cost savings associated with energy-efficient operations are significant. The payback period on capital investments to improve energy efficiency is often short, and the savings can be reinvested in the community.

Some of the direct benefits of participating in the program include networking, partnerships and capacity building such as training workshops, case studies and toolkits. For example, the FCM provides inventory and projection software to profile and forecast energy use and emissions. They also have two regional program facilitators to provide advice and assistance with these programs.

Membership also supports access to two multi-million dollar funding programs available for innovative municipal environmental projects. The \$100 million Green Municipal Investment Fund (GMIF) and the \$25 million Green Municipal Enabling Fund (GMEF) will help municipal governments target initiatives that improve the eco-efficiency of their operations. The RDN has already received GMEF funds to study landfill gas collection and will be receiving a GMIF grant of more than \$500,000 to expand the LFG collection system at the landfill.

Current RDN Initiatives

With respect to community-wide initiatives, the RDN is already on its way to meeting the goals of the PCP program. The Growth Management Plan, the Solid Waste Management Plan and the Liquid Waste Management Plan, for example all contribute to reductions in greenhouse gas emissions.

The RDN Zero Waste Program in particular is a potent strategy for reducing greenhouse gases. Zero Waste reduces emissions from energy consumption since manufacturing goods from recycled materials typically requires less energy than producing goods from virgin materials. Waste prevention is even more effective. When people reuse things or when products are made with less material, less energy is needed to extract, transport and process raw materials and to manufacture products. When energy demand decreases, fewer fossil fuels are burned and less greenhouse gases are emitted to the atmosphere. Zero Waste programs also divert organic wastes from landfills, reducing the methane released when these materials decompose.

ALTERNATIVES

1. Adopt the Partners for Climate Protection resolution.
2. Do not adopt the Partners for Climate Protection resolution.

FINANCIAL IMPLICATIONS

Preparation of the required energy use and emission profiles can be completed within existing budgetary resources with the assistance available from FCM. Funds allocated in 2003 to review and update the 3Rs Plan can also be directed towards climate change planning and public education.

Once the required energy use and emissions profiles are complete, a local action plan and reduction target will be incorporated into the 2004 planning and budget process for Board consideration.

INTERGOVERNMENTAL/REGIONAL IMPLICATIONS

The City of Nanaimo adopted the PCP resolution on October 21, 2002. Staff proposes that the RDN establish a Regional Climate Change Working Group to coordinate activities between the three member municipalities and the RDN and, where appropriate, to liaise with other local governments on Vancouver Island that may be involved in the PCP program.

PUBLIC RELATIONS IMPLICATIONS

Joining the PCP Program will demonstrate the RDN's commitment to protecting quality of life, economic activity and ecosystem health in the region.

INTERDEPARTMENTAL INVOLVEMENT

Addressing climate change will require the participation of all RDN departments and can be incorporated into the existing management organization structure.

ENVIRONMENTAL IMPLICATIONS

A global reduction in emissions of greenhouse gases is believed necessary to protect against climate change and possible adverse effects on human health, the environment, economy and quality of life.

SUMMARY/CONCLUSIONS

The management of greenhouse gases has implications for the lifestyle of residents, economic activity and ecosystem health in the RDN. The Partners for Climate Protection Program (PCP) is a group of municipal and regional governments across Canada working together to reduce greenhouse gas emissions produced locally. To join, a local government is asked to make a public commitment to reduce 1990 levels of greenhouse gas emissions in municipal operations and the community as a whole. The public commitment should be in the form of a model resolution provided by FCM. Preparation of the required energy use and emission profiles can be completed within existing budgetary resources with the assistance available from FCM. Funds allocated to review and update the 3Rs Plan can also be directed to climate change planning and public education. Future cost implications of the local action plan will be considered during the 2004 budget process.

RECOMMENDATION

That the Board adopt the following Partners for Climate Protection resolution.

WHEREAS a global reduction in emissions of greenhouse gases (GHG) is necessary to protect against climate change and possible adverse effects on human health, the physical environment, economy and quality of life;

WHEREAS industrialized countries, gathered at the United Nations Conference on Environment and Development in 1992, ratified a Convention on Climate Change committing countries to stabilizing greenhouse gas emissions at 1990 levels by the year 2000;

WHEREAS industrialized countries, realizing initial commitments were inadequate to protect the Earth's climate system, agreed in December 1997 to the Kyoto Protocol which, if ratified, commits Canada to reducing its greenhouse gas emissions six per cent below 1990 levels between 2008 - 2012;

WHEREAS current forecasts predict that Canada's greenhouse gas emissions could be in the order of 13 per cent above 1990 levels by the year 2000 if no action is taken, thus falling short of its commitments;

WHEREAS Federation of Canadian Municipalities and the International Council for Local Environmental Initiatives have established a Partners for Climate Protection to provide a forum for municipal governments to demonstrate their leadership on climate change issues and undertake to share their knowledge and experience with other municipal governments; and

WHEREAS Partners for Climate Protection members commit to working towards reducing greenhouse gas emissions in municipal operations by 20 per cent below 1990 levels, and at least six per cent reductions below 1990 levels throughout their municipal area within ten years of joining the program.


BE IT RESOLVED THAT the Regional District of Nanaimo communicate to FCM its support for the Partners for Climate Protection Program and its interest in participating in the PCP Program.

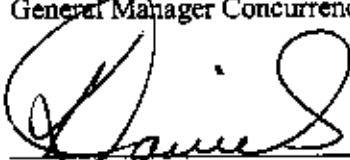
BE IT RESOLVED THAT the Regional District of Nanaimo appoints the Manager of Solid Waste to oversee implementation of PCP milestones;

BE IT RESOLVED THAT the Regional District of Nanaimo create a joint Board-staff committee to facilitate the implementation of PCP milestones and build commitment.



Report Writer



General Manager Concurrence


CAO Concurrence

COMMENTS



REGIONAL DISTRICT OF NANAIMO		
NOV 20 2002		
CHAIR		GMCrs
CAO		GMDS
GMCms		GMES
SP Bid		
TO:		DATE:
John Finnie, P. Eng.		November 15, 2002
General Manager of Environmental Services		

MEMORANDUM

TO: John Finnie, P. Eng.
General Manager of Environmental Services

FROM: Dennis Trudeau
Manager of Liquid Waste

SUBJECT: Liquid Waste
Northern and Southern Communities
Pump and Haul Bylaw

FILE: 4520-20

PROBLEM/ISSUE

The Board is concerned that the existing pump & haul bylaw may provide landowners with the opportunity to facilitate additional development on certain properties without the benefit of a community sewer system. The bylaw was not intended to facilitate subdivision or growth.

BACKGROUND

The pump and haul service was established in 1995 to provide a solution for properties unable to obtain a permit for an on-site septic disposal system. Any person wishing to incorporate a property into pump and haul would apply to the RDN to be included in the pump and haul function. The Regional District of Nanaimo Pump and Haul Local Service Area Bylaw No. 975 establishes the local service areas for the pump and haul function. The bylaw is updated when properties are added or removed from the local service area. The participating areas for this local service include Electoral Areas 'B', 'D', 'E', 'F', and 'H' and the City of Nanaimo.

Original Sewage Disposal Regulation Criteria (1995)

A Sewage Disposal Regulation (Bylaw No. 987) was created in 1995, which outlined the requirements for applications for inclusion of properties into the pump and haul function. In order to apply for a permit under this bylaw the applicant must be formally rejected by the Ministry of Health for an on-site system and must meet a number of bylaw conditions.

A review of the pump and haul bylaw conditions implies that it was originally created to facilitate construction of a single-family residence on a lot that could not otherwise meet the requirements of the Health Act. It did not accommodate other types of use such as multi-family developments and businesses.

Amendments to Sewage Disposal Regulation Criteria (2000)

As a result of other sewage disposal limitations and disposal costs, the Board began to receive requests to expand the pump and haul service to include properties other than single-family parcels. Developments such as Mapleguard Apartments in Area H, Coombs Market in Area F and Marinas that had failing septic systems, did not meet the criteria to be included into the RDN's pump and haul bylaw. While they were all still able to access the RDN pollution control facilities they were subject to a \$.16/gallon charge which

is part of the fees required by the RDN's trucked waste bylaw. If these properties were in the pump and haul bylaw, they would be subject to a \$0.01/gallon charge.

In response to these requests the Board directed staff to review the pump and haul bylaws and determine how the service could be expanded. The review resulted in the following application criteria:

"3. Application

- (1) An owner or occupier of a parcel within the participating Electoral Areas and the City of Nanaimo where:
 - (a) the parcel is greater than 700 m²;
 - (b) a community sewer system is not available;
 - (c) a sewage disposal permit for on-site sewage disposal cannot be obtained pursuant to the Sewage Disposal Regulations; and
 - (d) the development conforms to zoning bylaws.

may apply for a holding tank sewage disposal permit under Section 4 (3)."

While the current application criteria makes the function more accessible, the bylaw only accommodates those properties that have appropriate zoning. Properties that do not meet the zoning requirement would not meet the criteria to be included into the Pump and Haul Local Service Area and therefore would be subject to the \$.16/gallon disposal charge that is currently in effect at RDN facilities. Properties that did not meet the zoning requirement would have to pursue rezoning or change their development if they wanted to apply to be included in the function.

On October 10, 2000 the new "Sewage Disposal Regulation Bylaw No. 1224" was introduced and read three times. The bylaw was adopted on December 12, 2000, incorporating the above changes.

The advantage of the new bylaw is that it supports those lands that the Board has zoned for certain uses. If the bylaw had not been changed then it would only allow the equivalent of a single-family residence to be included in the Pump & Haul function.

Future Directions

Recently a number of concerns have been raised regarding the pump and haul function, including:

- the bylaw should not support new development,
- the bylaw should not support further subdivision or stratification,
- the bylaw should only service existing residential lots with on-site sewage disposal problems,
- the bylaw should not be used to facilitate subdivision of properties.

As a result, at the November 5, 2002 Board meeting the Board directed that staff provide a report outlining possible changes to the pump and haul bylaw which would disallow inclusion of development properties.

Although the protocol and controls in place for bringing properties into the bylaw does tend to address the above concerns, embodying appropriate criteria into the bylaw would serve to clarify the intent of the bylaw. Accordingly, staff have reviewed the bylaw and propose the following changes to the application criteria.

Application

- (1) An owner or occupier of a parcel within the participating Electoral Areas and the City of Nanaimo where:
 - (a) the parcel is greater than 700 m²;
 - (b) the parcel is for existing uses and the disposal system has failed, or the parcel is currently vacant and will only be used for the construction of a single family residence;
 - (c) the parcel cannot be further subdivided or stratified according to existing zoning or a restrictive covenant;
 - (d) a community sewer system is not available;
 - (e) a sewage disposal permit for on-site sewage disposal cannot be obtained pursuant to the Sewage Disposal Regulations;
 - (f) including the parcel will not facilitate development of any additional units on the property; and
 - (g) the development conforms to zoning bylaws,

may apply for a holding tank sewage disposal permit under Section 4 (3).

The changes would mean that the bylaw would only apply to existing vacant residential lots that cannot accommodate on-site sewage disposal, and to existing lots with existing uses that conform with zoning and that have failed on-site sewage disposal systems. Staff also recommends that the bylaw be amended to require, as a condition of inclusion in the bylaw, that a restrictive covenant be registered against title that would not allow additional development such as multiple dwellings or expanded commercial floor space.

ALTERNATIVES

- 1) Change the application criteria in the pump and haul bylaw to accommodate only existing vacant residential lots that cannot provide on-site sewage disposal, and existing lots with existing uses that conform with zoning and that have failed on-site sewage disposal systems. The bylaw would also be amended to require a restrictive covenant to be registered against title, which would not allow additional development such as multiple dwelling or expanded commercial floor space as a condition of inclusion.
- 2) Change the application criteria in the pump and haul bylaw to accommodate existing uses that conform with zoning on existing lots that have failed on-site sewage disposal systems. The bylaw would be amended to require a restrictive covenant to be registered against title, which would not allow additional development or subdivision as a condition of inclusion.
- 3) Do not amend the bylaw. The bylaw currently allows any use that complies with existing zoning.

FINANCIAL IMPLICATIONS

In all the criteria the applicants pay an application fee and an annual user fee. The pump and haul program is a user pay service.

SUMMARY/CONCLUSIONS

A review of the original pump and haul bylaw adopted in 1995 implies that it was created to facilitate the ability for a single-family residence to be constructed on a lot that could not otherwise meet the requirements of the Health Act. It did not accommodate other types of use such as multi-family developments and businesses.

A new bylaw was adopted in December 2000, which expanded the types of properties eligible for pump and haul.

While the new bylaw makes the pump & haul function more accessible to other uses, it only accommodates those properties that have appropriate zoning. Those properties that do not meet the zoning requirement would not be eligible for inclusion in the Pump and Haul Local Service Area and therefore, although they would still be able to pump and haul, they would be subject to the \$.16/gallon disposal charge that is in effect at RDN facilities.

Recently there has been concern from the Board that the bylaw is too liberal and that limitations should be re-introduced which would ensure that the bylaw is not used to facilitate growth.


Staff have prepared an amended bylaw, which would accommodate existing vacant residential lots that cannot provide on-site sewage disposal, and existing uses that conform with zoning on existing lots that have failed on-site sewage disposal systems. The bylaw would require that a restrictive covenant be registered against title, which would not allow additional development such as multiple dwelling or expanded commercial floor space as a condition of inclusion.

RECOMMENDATION

1. That "Regional District of Nanaimo Sewage Disposal Regulation Amendment Bylaw No. 1224.01, 2002" be read three times.
2. That "Regional District of Nanaimo Sewage Disposal Regulation Amendment Bylaw No. 1224.01, 2002", having been read three times, be forwarded to the Inspector of Municipalities for approval.



Report Writer



General Manager Concurrence



CAO Concurrence

COMMENTS:

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1224.01

A BYLAW TO REGULATE SEWAGE DISPOSAL
IN THE REGIONAL DISTRICT OF NANAIMO

WHEREAS Bylaw No. 975, 975.02 and 975.14 established a local service for the collection, conveyance, treatment and disposal of sewage within parts of Electoral Areas 'B', 'D', 'E', 'F', 'H' and the City of Nanaimo;

AND WHEREAS by Order in Council No. 1961, approved and ordered the 17th day of June, 1970, the Regional District of Nanaimo was granted by Supplementary Letters Patent the powers of a Municipal Council under Section 523 of the Local Government Act for all or part of the Regional District not within a municipality;

AND WHEREAS the Board may under Section 518(1) of the Local Government Act regulates the use of works and facilities of the Regional District;

AND WHEREAS the Board is desirous of establishing regulations governing the collection, conveyance, treatment and disposal of sewage for Electoral Areas 'B', 'D', 'E', 'F', 'H' (the "Electoral Areas") and the City of Nanaimo;

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

1. **Short Title**

This bylaw may be cited for all purposes as the "Regional District of Nanaimo Sewage Disposal Regulation Bylaw No. 1224.01, 2002".

2. **Interpretation**

(1) For the purposes of this bylaw, unless the context otherwise requires:

"Board" means the Regional Board of the Regional District of Nanaimo;

"Community Sewer System" means a system of sewage disposal which services two (2) or more parcels and which is owned, operated and maintained by a Municipality, a Regional District, or an agency of Her Majesty the Queen in Right of the Province of British Columbia;

"General Manager of Environmental Services" means the person appointed as such by the Board or any other person appointed by the Board to administer this bylaw;

"Health Act" means the Health Act, RS B.C. 1996, c. 179;

"Holding Tank" means a tank designed to store sewage on a parcel of land for a period of time before the sewage is transported to an approved disposal site or community sewer system located elsewhere;

"Holding Tank System" means a system of sewage containment designed and intended to be used or actually used to temporarily hold but not concentrate sewage from a parcel;

"On-Site" means on the parcel on which sewage is generated;

"Public Health Inspector" means a person so appointed under the Health Act;

"Regional District" means the Regional District of Nanaimo;

"Septage" is defined as the liquid or solid material removed from a septic tank, cesspool, portable toilet, marine sanitation device, or a similar system that receives only sewage;

"Sewage" means human excretion or the water carried wastes from personal or domestic washing, food preparation and laundering, resulting from occupation of a building but does not include septage or chemically stabilized wastes;

"Sewage Disposal Regulations" means the Sewage Disposal Regulations, B.C. Reg. 411/85 under the Health Act.

3. **Application**

- (1) An owner or occupier of a parcel within the participating Electoral Areas and the City of Nanaimo where:
 - (a) the parcel is greater than 700 m²;
 - (b) the parcel is for existing uses and the disposal system has failed, or the parcel is currently vacant and will only be used for the construction of a single family residence;
 - (c) the parcel cannot be further subdivided or stratified according to existing zoning or a restrictive covenant;
 - (d) a community sewer system is not available;
 - (e) a sewage disposal permit for on-site sewage disposal cannot be obtained pursuant to the Sewage Disposal Regulations;
 - (f) including the parcel will not facilitate development of any additional units on the property; and
 - (g) the development conforms to zoning bylaws,

may apply for a holding tank sewage disposal permit under Section 4 (3).

4. **Administration**

- (1) The General Manager of Environmental Services is authorized to administer this bylaw.
- (2) The General Manager of Environmental Services, a Bylaw Enforcement Officer or a Public Health Inspector may enter upon any parcel to which this bylaw is applicable at all reasonable times to ascertain whether a requirement under this bylaw is being met or the regulations under this bylaw are being observed.

- (3) The application for a holding tank sewage disposal permit shall be submitted to the Regional District by the owner of a parcel within the Electoral Areas and the City of Nanaimo or his agent, in prescribed form as shown in Schedule A;
- (4) No person shall interfere with or obstruct the entry of the General Manager of Environmental Services or a Bylaw Enforcement Officer in the course of administering and enforcing this bylaw.

5. **Prohibitions**

- (1) No person shall commence the construction, installation, alteration or repair of a holding tank system or part thereof until a permit in prescribed form has been obtained from a Public Health Inspector.
- (2) No person shall do any work that is at variance with the descriptions, plans and specifications for the holding tank system for which a permit has been issued, unless the change has been approved by a Public Health Inspector.

6. **On-Site Regulations**

- (1) A warning device approved in accordance with the terms and conditions of the permit issued by the Public Health Inspector shall be installed to provide the owner with an advance warning of the need to pump out the holding tank.
- (2) All on-site holding tanks and holding tank systems shall be designed, constructed, sited and approved in accordance with the terms and conditions of the permit issued by the Public Health Inspector.
- (3) The owner of a parcel on which a holding tank system is installed pursuant to this bylaw shall pump out and maintain or cause the holding tank to be pumped out and maintained as required to ensure sewage does not exceed the permitted capacity.

7. **Off-Site Regulations**

- (1) No person shall discharge effluent from a holding tank installed pursuant to this bylaw to any disposal facility except a septage disposal facility as defined in "Regional District of Nanaimo Trucked Liquid Waste Disposal Bylaw No. 988, 1995".
- (2) The owner of a parcel whose application for a holding tank sewage disposal permit has been approved shall be exempt from paying septage discharge fees at Regional District of Nanaimo facilities for the disposal of effluent from their holding tank.

8. **Remedial Powers**

- (1) The Board may, in accordance with the provisions of the Municipal Act, authorize the demolition, the removal, or the bringing up to standard of any holding tank or required warning devices, in whole or in part, that is in contravention of the bylaw.
- (2) The Regional District, by its employees, contractors or others, may also undertake, pursuant to the Municipal Act, the pumping of sewage from holding tanks constructed pursuant to this bylaw that are maintained contrary to the prohibitions and regulations set out in Sections 5 and 6 of this bylaw in order to preserve public health or maintain sanitary conditions.

- (3) In accordance with the provisions of the Municipal Act, all necessary and incidental expenses connected with correcting an unsanitary condition under Subsection (2) shall be charged to the owner of the real property and, if unpaid on the 31st day of December in any year, shall be added to and form part of the taxes payable in respect of that real property as taxes in arrear.

9. **Penalties**

- (1) A person who contravenes this bylaw commits an offence and is liable upon conviction to the maximum penalty prescribed under the Offence Act.
- (2) For each day during which a contravention of this bylaw continues, a new and separate offence shall be deemed to occur.
- (3) Nothing in this bylaw shall prevent the Regional District from taking such other lawful action, as it deems necessary to prevent or remedy any contravention of this bylaw.

10. **Severability**

If any section, subsection, sentence, clause or phrase of this bylaw is for any reason held to be invalid by the decision of any Court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this bylaw.

Introduced and read three times this 26th day of November, 2002.

Received the approval of the Provincial Health Officer this day of

Adopted this day of

CHAIRPERSON

GENERAL MANAGER, CORPORATE SERVICES

Chairperson

General Manager, Corporate
Services

REGIONAL DISTRICT OF NANAIMO

APPLICATION FORM

HOLDING TANK SEWAGE DISPOSAL PERMIT

1. Name of Property Owner: _____
2. Address of Property Owner: _____
3. Legal Description of Property for which application is made:
Lot: _____ Plan: _____ DL: _____ LD: _____
4. Civic address of property referred to in No. 3: _____
5. Has an application for an on-site sewage disposal been denied by the Ministry of Health?
 Yes If yes please attach copy of Ministry of Health letter denying application for on-site sewage disposal.
 No A formal rejection of your on site sewage disposal system must be made by the Ministry of Health before this application can proceed.
6. Is the property in the Local Service Area established under Bylaw No. 975?
 Yes
 No Please complete petition request accompanying this form.

The process that will be followed in the event that this application can proceed is as follows:

- 1) This form will be completed and the petition section signed.
- 2) An application fee of \$300.00 will be collected from the owner.
- 3) If the application is approved, then the petition for inclusion in the Service Area will be brought forward to the Board for consideration.

Property Owner(s)' Signature: _____

Date: _____

Chairperson

General Manager, Corporate
Services

REGIONAL DISTRICT OF NANAIMO PETITION

The Board of Directors
Regional District of Nanaimo

Re: Petition to be included in the RDN Pump & Haul Local Service Area

We, the undersigned owner(s) of Lot _____, Plan _____, District Lot _____, Land District do hereby petition the Regional District of Nanaimo to include this property in the Pump and Haul Local Service Establishment Bylaw No. 975.

The Local Service is for the purpose of providing treatment and disposal of sewage from holding tanks and regulating the collection and conveyance of sewage from holding tanks within a defined portion of the Regional District of Nanaimo.

I/we understand that:

- a) The annual costs for the local service, net of grants and other revenue, shall be recovered:
 - (i) by the imposition of fees and other charges which may be fixed by separate bylaw; and
 - (ii) the balance, if any, by the requisition of money under Section 809.1 of the Municipal Act to be collected by a property value tax to be levied and collected under Section 810.1(1) of the Municipal Act.
- b) The maximum amount that may be requisitioned under Section 804(1) of the Municipal Act for the annual cost of operating the Local Service will be the greater of nil or an amount equal to the amount that could be raised by property value tax of nil per \$1,000.00 applied to the net taxable value of land and improvements within the Local Service Area.
- c) There will be an annual service fee for the maintenance and monitoring of this system as established in Schedule 'C' of the "Regional District of Nanaimo Trucked Liquid Waste Disposal Bylaw No. 988, 1995" The liquid waste from the Pump and Haul Local Service Area discharged to authorized facilities in the Regional District of Nanaimo will be exempt from septage discharge fees.
- d) There will be an application fee as established in Schedule 'C' of the "Regional District of Nanaimo Trucked Liquid Waste Disposal Bylaw No. 988, 1995".

Schedule 'A' to accompany
"Regional District of Nanaimo
Sewage Disposal Regulation
Bylaw No. 1224.01, 2002"

Chairperson

General Manager, Corporate
Services

- e) A Restrictive Covenant shall be registered against the title to the land in question in accordance with Section 215 of the Land Title Act. The Restrictive Covenant shall require the following:
- (i) that the owner of the lot maintains a contract at all times with a pump out company and that a current contract is always deposited with the Regional District of Nanaimo,
 - (ii) that the owner of the lot connect to sewers when they become available, and
 - (iii) that the owner shall not subdivide or construct any additional units on the property.

Property Owner(s)' Signature: _____

Date: _____



REGIONAL DISTRICT OF NANAIMO			
NOV 20 2002			
CHAIR		GMCRS	
CAO		GMDS	
GMCRS		GMES	

MEMORANDUM

TO: K. Daniels
Chief Administrative Officer

DATE: November 21, 2002

FROM: C. Mason
General Manager, Corporate Services

FILE:

SUBJECT: Report of Election Results – 2002 Local Government Elections

PURPOSE:

To present the results of the 2002 Local Government Elections Results as required under s. 148 of the *Municipal Act*.

BACKGROUND:

A summary of the declaration of election results from the November 16, 2002 Local Government Elections has been prepared and is attached to this report. The attachments show the determination of official election results as declared by acclamation pursuant to s. 75 or as declared by voting pursuant to s. 136 of the *Local Government Act*. In the case of election by voting, the attachments also include a compilation of the information contained on the ballot accounts for each Electoral Area election. The following list indicates those persons elected or acclaimed to the positions of Electoral Area Director for the Board of the Regional District of Nanaimo for a three year term ending December 2005 and the results of the Port Theatre referendum questions and the Lantzville Incorporation referendum question:

Regional Director Elections:

Laurence Elliott	Director, Electoral Area A	Acclaimed
Gail Lund	Director, Electoral Area B	Elected
Elaine Hamilton	Director, Electoral Area C	Acclaimed
Denise Haime	Director, Electoral Area D	Elected
Pauline Bibby	Director, Electoral Area E	Elected
Lou Biggemann	Director, Electoral Area F	Elected
Joe Stanhope	Director, Electoral Area G	Acclaimed
Dave Bartram	Director, Electoral Area H	Elected

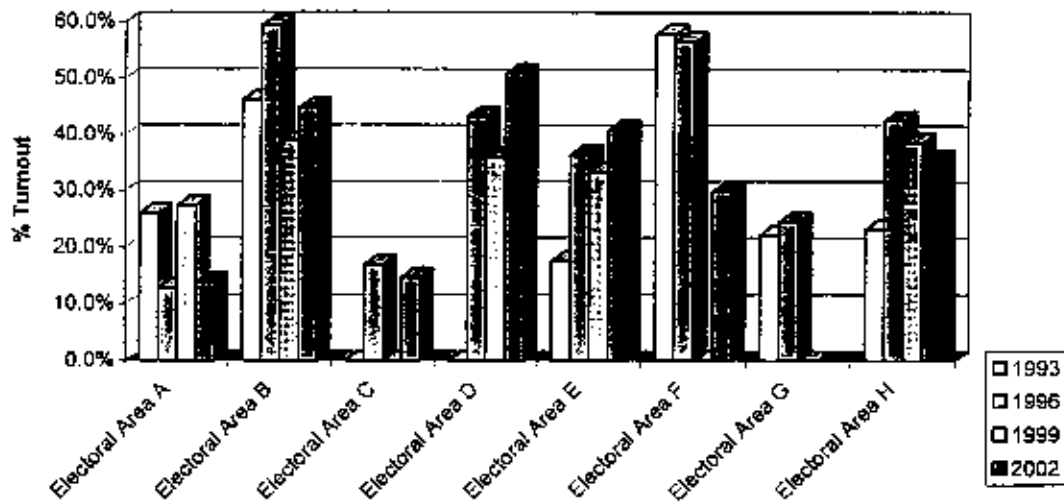
Referendums:

Area A Port Theatre	Bylaw No. 1318	Passed
Area B Port Theatre	Bylaw No. 1319	Passed
Area C Port Theatre	Bylaw No. 1320	Passed
Area D Port Theatre	Bylaw No. 1321	Defeated
Area E Port Theatre	Bylaw No. 1322	Defeated
Lantzville Incorporation	Question	Passed

From the statistics collected regarding voter turnout in 1993, 1996, 1999 and 2002 the following charts have been prepared:

Voter Turnout	1993		1996		1999		2002	
	Voters	% Turnout	Voters	% Turnout	Voters	% Turnout	Voters	% Turnout
Electoral Area A	930	26.0%	473	12.8%	1041	27.5%	550	13.8%
Electoral Area B	978	46.3%	1265	59.5%	944	38.8%	1208	44.8%
Electoral Area C		0.0%	94	17.0%		0.0%	109	14.7%
Electoral Area D		0.0%	1265	43.3%	1125	35.9%	1649	50.9%
Electoral Area E	406	17.6%	1128	36.5%	1170	33.1%	1490	40.9%
Electoral Area F	1545	57.8%	1535	56.5%		0.0%	1033	29.9%
Electoral Area G	994	22.2%	985	24.5%		0.0%		
Electoral Area H	348	23.1%	788	42.6%	783	38.6%	761	35.6%
Total	5,201	31.2%	7,533	35.9%	5,063	33.9%	6,800	34.1%

Voter Turnout: 1993-2002




As shown in the graph, Area D had the highest voter turnout with 50.9% of eligible voters voting followed by Electoral Area B which had 44.8% and Electoral Area E which had 40.9% voter turnout.

CONCLUSIONS:

Three of the five electoral areas that had votes on Port Theatre Bylaws were approved by electors of those areas. These bylaws will establish the authority for each Electoral Area to contribute a fixed annual amount towards the operation of the Port Theatre. Now that assent has been received, these bylaws are being put forward for adoption. A report will be brought back in the new year to consider whether the Area Directors wish to annually approve the amount during budget deliberations or whether they wish to enter into a fixed term agreement for funding with the Port Theatre.

RECOMMENDATIONS:

1. That the 2002 official election results be received for information.
2. That "Electoral Area A Port Theatre Contribution Local Service Area Bylaw No. 1318, 2002" be adopted.
3. That "Electoral Area B Port Theatre Contribution Local Service Area Bylaw No. 1319, 2002" be adopted.
4. That "Electoral Area C Port Theatre Contribution Local Service Area Bylaw No. 1320, 2002" be adopted.



Report Writer



CAO Concurrence

REGIONAL DISTRICT OF NANAIMO
DECLARATION OF OFFICIAL ELECTION RESULTS BY ACCLAMATION
GENERAL LOCAL ELECTION - 2002

Pursuant to s. 76 of the *Local Government Act*, the following candidates are hereby declared elected by acclamation:

Electoral Area A

DECLARED elected for a three year term ending December 2005, by acclamation for the office of Director – Electoral Area 'A':

Laurence Elliott

Electoral Area C

DECLARED elected for a three year term ending December 2005, by acclamation for the office of Director – Electoral Area 'C':

Elaine Hamilton

Electoral Area G

DECLARED elected for a three year term ending December 2005, by acclamation for the office of Director – Electoral Area 'G':

Joe Stanhope

DATED at Nanaimo, BC, this 21st day of October, 2002.

C. Mason

CHIEF ELECTION OFFICER

REGIONAL DISTRICT OF NANAIMO
DECLARATION OF OFFICIAL ELECTION RESULTS BY VOTING
GENERAL LOCAL ELECTION - 2002

Pursuant to s. 136 of the *Local Government Act*, the following official election results are hereby declared:

Electoral Area B

DECLARED elected for a three year term ending December 2005, for receiving the highest number of valid votes for the office of Director – Electoral Area 'B':

Gail Lund

Electoral Area D

DECLARED elected for a three year term ending December 2005, for receiving the highest number of valid votes for the office of Director – Electoral Area 'D':

Denise Haime

Electoral Area E

DECLARED elected for a three year term ending December 2005, for receiving the highest number of valid votes for the office of Director – Electoral Area 'E':

Pauline Bibby

Electoral Area F

DECLARED elected for a three year term ending December 2005, for receiving the highest number of valid votes for the office of Director – Electoral Area 'F':

Lou Biggemann

Electoral Area H

DECLARED elected for a three year term ending December 2005, for receiving the highest number of valid votes for the office of Director – Electoral Area 'H':

Dave Bartram

Islands Trust (Electoral Area B)

DECLARED elected for a three year term ending December 2005, for receiving the highest number of valid votes for the office of Islands Trust Trustee (2 elected):

Gisele Rudischer
Sheila Malcolmson

Port Theatre Referendum Bylaw 1318

DECLARED assented to by the electors of Electoral Area A:

Electoral Area A Port Theatre Contribution Local Service Area Bylaw No. 1318

Port Theatre Referendum Bylaw 1319

DECLARED assented to by the electors of Electoral Area B:

Electoral Area B Port Theatre Contribution Local Service Area Bylaw No. 1319

Port Theatre Referendum Bylaw 1320

DECLARED assented to by the electors of Electoral Area C:

Electoral Area C Port Theatre Contribution Local Service Area Bylaw No. 1320

Port Theatre Referendum Bylaw 1321

DECLARED defeated by the electors of Electoral Area D:

Electoral Area D Port Theatre Contribution Local Service Area Bylaw No. 1321

Port Theatre Referendum Bylaw 1322

DECLARED defeated by the electors of Electoral Area E:

Electoral Area E Port Theatre Contribution Local Service Area Bylaw No. 1322

Lantzville Incorporation Referendum

DECLARED assented to by the electors of Lantzville (within Electoral Area D) that they are in favour of the incorporation of Lantzville as a municipality.

DATED at Nanaimo, BC, this 20th day of November, 2002.

C. Mason

CHIEF ELECTION OFFICER

Regional District of Nanaimo

Electoral Area A
 Port Theatre Referendum - Bylaw 1318
 Official Declaration of Results

Voting Place:	Yes	No	Total Ballots Cast
Advance Voting Opportunity - RDN Office: Nov 6/02 & Nov 13/02	3	3	6
North Cedar Intermediate School: November 16/02	246	166	412
Cranberry Fire Hall: November 16/02	60	65	125
Total Number of Valid Votes Cast	309	234	543
% of Vote	56.9%	43.1%	
Number of Rejected Ballots without objection (blank/overvoted ballots)	7		
Number of Spoiled Ballots that were replaced	2		
Total Number of Ballots Used	552		
Total Number on Voters List (not including Instant Registrations)	3,951		
Instant Registrations	49		
Total Number on Voters List	4,000		
Voter Turnout	13.8%		

This determination of official election results was made by the Chief Election Officer on Wednesday November 20, 2002 at 2:00 pm and is based on ballot accounts as amended or prepared by the Chief Election Officer.



Chief Election Officer

Regional District of Nanaimo

Electoral Area B
 Port Theatre Referendum - Bylaw 1318
 Official Declaration of Results

Vothing Place:	Yes	No	Total Ballots Cast
Advance Voting Opportunity - Gabriola School Library, November 6/02	28	8	36
Advance Voting Opportunity - RDN Office, Nov 6/02 & Nov 13/02	3	1	4
Gabriola Elementary School, November 16/02	741	351	1092
Total Number of Valid Votes Cast	772	360	1132
% of Vote	68.2%	31.8%	
Number of Rejected Ballots without objection (blank/overvoted ballots)	76		
Number of Spoiled Ballots that were replaced	6		
Total Number of Ballots Used	1214		
Total Number on Voters List (not including Instant Registrations)	2,594		
Instant Registrations	104		
Total Number on Voters List	2,698		
Voter Turnout	44.8%		

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Chief Election Officer

Regional District of Nanaimo

Electoral Area C
 Port Theatre Referendum - Bylaw 1320
 Official Declaration of Results

Voting Place:	Yes	No	Total Ballots Cast
Advance Voting Opportunity - RDN Office: Nov 6/02 & Nov 13/02	1	1	2
Extension Hall: November 16/02	60	47	107
Total Number of Valid Votes Cast	61	48	109
% of Vote	56.0%	44.0%	
Number of Rejected Ballots without objection (blank/overvoted ballots)	0		
Number of Spoiled Ballots that were replaced	0		
Total Number of Ballots Used	109		
Total Number on Voters List (not including Instant Registrations)	735		
Instant Registrations	7		
Total Number on Voters List	742		
Voter Turnout	14.7%		

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Chief Election Officer

Regional District of Nanaimo

Electoral Area D
 Port Theatre Referendum - Bylaw 1321
 Official Declaration of Results

Voting Place:	Yes	No	Total Ballots Cast
Advance Voting Opportunity - RDN Office: Nov 6/02 & Nov 13/02	43	48	91
Seaview Elementary School: November 16/02	568	728	1296
Pleasant Valley Social Centre: November 16/02	116	108	224
Total Number of Valid Votes Cast	727	884	1611
% of Vote	45.1%	54.9%	
Number of Rejected Ballots without objection (blank/overvoted ballots)	38		
Number of Spoiled Ballots that were replaced	5		
Total Number of Ballots Used	1654		
Total Number on Voters List (not including Instant Registrations)	3,055		
Instant Registrations	184		
Total Number on Voters List	3,239		
Voter Turnout	50.9%		

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Chief Election Officer

Regional District of Nanaimo

Electoral Area E
 Port Theatre Referendum - Bylaw 1322
 Official Declaration of Results

Voting Place:	Yes	No	Total Ballots Cast
Advance Voting Opportunity - RDN Office: Nov 6/02 & Nov 13/02	10	7	17
Advance Voting Opportunity - D69 Arena: Nov 6/02 & Nov 13/02	22	35	57
Advance Voting Opportunity - QB Civic Centre: November 6/02	0	0	0
Nanoose Bay Elementary School: November 16/02	701	693	1394
Total Number of Valid Votes Cast	733	735	1468
% of Vote	49.9%	50.1%	
Number of Rejected Ballots without objection (blank/overvoted ballots)	22		
Number of Spoiled Ballots that were replaced	3		
Total Number of Ballots Used	1493		
Total Number on Voters List (not including Instant Registrations)	3,556		
Instant Registrations	88		
Total Number on Voters List	3,644		
Voter Turnout	40.9%		

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Chief Election Officer

Regional District of Nanaimo

Electoral Area D
 Lantzville Incorporation Referendum
 Official Declaration of Results

Voting Place:	Yes	No	Total Ballots Cast
Advance Voting Opportunity - RDN Office: Nov 6/02 & Nov 13/02	58	28	86
Seaview Elementary School: November 18/02	832	483	1315
Total Number of Valid Votes Cast	890	511	1401
% of Vote	63.5%	36.5%	
Number of Rejected Ballots without objection (blank/overvoted ballots)	9		
Number of Spoiled Ballots that were replaced	5		
Total Number of Ballots Used	1415		
Total Number on Voters List (not including Instant Registrations)	2,400		
Instant Registrations	163		
Total Number on Voters List	2,563		
Voter Turnout	55.0%		

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Chief Election Officer

Regional District of Nanaimo

Electoral Area B
Islands Trust Trustee
Official Declaration of Results

Voting Place:	Borden, Tim	Malcolmson, Sheila	Parr, Jim	Rudischer, Gisele	Total Votes Cast
Advance Voting Opportunity - Gabriola School Library: November 6/02	16	22	15	25	78
Advance Voting Opportunity - RDN Office: Nov 6/02 & Nov 13/02	1	0	2	4	7
Gabriola Elementary School: November 16/02	349	578	562	580	2079
Total Number of Valid Votes Cast	366	600	579	619	2164
% of Vote	16.9%	27.7%	26.8%	28.6%	
Number of Valid Ballots Cast (unchallenged)	1197				
Number of Rejected Ballots without objection (blank/overvoted ballots)	14				
Number of Spoiled Ballots that were replaced	6				
Total Number of Ballots Used	1217				
Total Number on Voters List (not including Instant Registrations)	2,594				
Instant Registrations	104				
Total Number on Voters List	2,698				
Voter Turnout	44.9%				

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Chief Election Officer

Regional District of Nanaimo

Electoral Area B
Regional District Director
Official Declaration of Results

Voting Place:	Boehm, David	Lund, Gail	Total Ballots Cast
Advance Voting Opportunity - Gabriola School Library: November 6/02	7	34	41
Advance Voting Opportunity - RDN Office: Nov 6/02 & Nov 13/02	1	3	4
Gabriola Elementary School: November 16/02	303	846	1149
Total Number of Valid Votes Cast	311	883	1194
% of Vote	26.0%	74.0%	
Number of Rejected Ballots without objection (blank/overvoted ballots)	14		
Number of Spoiled Ballots that were replaced	6		
Total Number of Ballots Used	1214		
Total Number on Voters List (not including Instant Registrations)	2,594		
Instant Registrations	104		
Total Number on Voters List	2,698		
Voter Turnout	44.8%		

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Chief Election Officer

Regional District of Nanaimo

Electoral Area D
 Regional District Director
 Official Declaration of Results

Voting Place:	Haiime, Denise	Savage, Ian	Total Ballots Cast
Advance Voting Opportunity - RDN Office: Nov 6/02 & Nov 13/02	49	42	91
Seaview Elementary School: November 16/02	717	586	1303
Pleasant Valley Social Centre: November 16/02	62	166	228
Total Number of Valid Votes Cast	828	794	1622
% of Vote	51.0%	49.0%	
Number of Rejected Ballots without objection (blank/overvoted ballots)	27		
Number of Spoiled Ballots that were replaced	5		
Total Number of Ballots Used	1654		
Total Number on Voters List (not including Instant Registrations)	3,055		
Instant Registrations	184		
Total Number on Voters List	3,239		
Voter Turnout	50.9%		

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Chief Election Officer

Regional District of Nanaimo

Electoral Area E
Regional District Director
Official Declaration of Results

Voting Place:	Bibby, Pauline	Holme, George	Total Ballots Cast
Advance Voting Opportunity - RDN Office: Nov 6/02 & Nov 13/02	8	9	17
Advance Voting Opportunity - D69 Arena: Nov 6/02 & Nov 13/02	44	13	57
Advance Voting Opportunity - QB Civic Centre: November 6/02	0	0	0
Nanose Bay Elementary School: November 16/02	749	664	1413
Total Number of Valid Votes Cast	801	686	1487
% of Vote	53.9%	46.1%	
Number of Rejected Ballots without objection (blank/overvoted ballots)	3		
Number of Spoiled Ballots that were replaced	3		
Total Number of Ballots Used	1493		
Total Number on Voters List (not including Instant Registrations)	3,556		
Instant Registrations	88		
Total Number on Voters List	3,644		
Voter Turnout	40.9%		

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Chief Election Officer

Regional District of Nanaimo

Electoral Area F
 Regional District Director:
 Official Declaration of Results

Voting Place:	Biggemann, Lou	McLean, Jack	Total Ballots Cast
Advance Voting Opportunity - RDN Office: Nov 6/02 & Nov 13/02	0	0	0
Advance Voting Opportunity - D69 Arena: Nov 6/02 & Nov 13/02	12	11	23
Advance Voting Opportunity - QB Civic Centre: November 6/02	11	3	14
Bradley Centre: November 16/02	503	490	993
Total Number of Valid Votes Cast	526	504	1030
% of Vote	51.1%	48.9%	
Number of Rejected Ballots without objection (blank/overvoted ballots)	3		
Number of Spoiled Ballots that were replaced	8		
Total Number of Ballots Used	1041		
Total Number on Voters List (not including Instant Registrations)	3,378		
Instant Registrations	78		
Total Number on Voters List	3,456		
Voter Turnout	29.9%		

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Chief Election Officer

Regional District of Nanaimo

Electoral Area H
Regional District Director
Official Declaration of Results

Voting Place:	Bartram, Dave	Quittenton, Dick	Total Ballots Cast
Advance Voting Opportunity - RDN Office: Nov 6/02 & Nov 13/02	0	0	0
Advance Voting Opportunity - D69 Arena: Nov 6/02 & Nov 13/02	5	0	5
Advance Voting Opportunity - QB Civic Centre: November 6/02	11	1	12
Lighthouse Community Hall: November 16/02	506	238	744
Total Number of Valid Votes Cast	522	239	761
% of Vote	68.6%	31.4%	
Number of Rejected Ballots without objection (blank/overvoted ballots)	0		
Number of Spoiled Ballots that were replaced	0		
Total Number of Ballots Used	761		
Total Number on Voters List (not including Instant Registrations)	2,094		
Instant Registrations	45		
Total Number on Voters List	2,139		
Voter Turnout	35.6%		

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Chief Election Officer