

**REGIONAL DISTRICT OF NANAIMO**

**INAUGURAL BOARD MEETING  
TUESDAY, DECEMBER 11, 2007  
7:00 PM**

*(RDN Board Chambers)*

**A G E N D A**

**PAGES**

**1. CALL TO ORDER**

The Chief Administrative Officer will call the meeting to order.

4-7

Notification from the City of Nanaimo, City of Parksville, Town of Qualicum Beach and the District of Lantzville advising of their Council appointments to the Board for the year 2008.

**INAUGURATION OF MUNICIPAL BOARD MEMBERS**

**ELECTION OF BOARD CHAIRPERSON**

**ELECTION OF DEPUTY CHAIRPERSON**

**2. DELEGATIONS**

**3. BOARD MINUTES**

8-21

Minutes of the Board meeting held November 27, 2007.

**4. BUSINESS ARISING FROM THE MINUTES**

**5. COMMUNICATIONS/CORRESPONDENCE**

**6. UNFINISHED BUSINESS**

**BYLAWS**

**For Adoption.**

**Bylaw Amendment Bylaw No. 500.338 – Regional District of Nanaimo Land Use and Subdivision Amendment.** (Electoral Area Directors except EA 'B' – One Vote)

*That "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.338, 2006" be adopted.*

This bylaw is to rezone properties legally described as Lot 5, Block 7, Section 12, Range 7, Cranberry District, Plan 1643 and Lots 6 and 7, Sections 12 and 13, Range 7, Cranberry District, Plan 1643 from Industrial 5 Subdivision District 'J' (IN5J) to Main Road Light Industrial Comprehensive Development 37 (CD 37).

- 7. **STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS**
- 7.1 **ELECTORAL AREA PLANNING STANDING COMMITTEE**
- 7.2 **COMMITTEE OF THE WHOLE STANDING COMMITTEE**
- 7.3 **EXECUTIVE STANDING COMMITTEE**
- 7.4 **COMMISSIONS**
- 7.5 **SCHEDULED STANDING, ADVISORY STANDING AND SELECT COMMITTEE REPORTS**

From the Nanoose Bay Parks and Open Space Advisory Committee meeting held December 3, 2007:

*Nanoose Bay Community Park – Area E* (All Directors – Weighted Vote)

- 22-43                    *That the tenure offer from the Province of British Columbia be accepted for a lease renewal for Lots 3, 4, 5 and 6 of District Lot 130 E&N, Nanoose District, Plan 27190, to continue to be used as an Electoral Area E Community Park for the two year term ending on February 14, 2010.*

**District 69 Community Justice and Community Safety Support Select Committee.** (All Directors – One Vote)

- 44-45                    Minutes of the District 69 Community Justice and Community Safety Support Select Committee meeting held December 4, 2007. (for information)

(All Directors – One Vote)

1. *That:*

- *The motion to support adding to the requisition to increase funding to \$70,000 in 2008 be tabled until February 2008 to provide an opportunity for the Regional District to meet with local MLA's and the MP to request their increased financial support for Victim Services and Restorative Justice;*
- *The Regional District send a letter to the Province emphasizing that additional funding support is required for these programs; and*
- *Staff be directed to prepare a resolution for the Board's consideration for forwarding to the AVICC at their 2008 conference.*

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

2. *That the funding shortfall be split three ways between the City of Parksville, Town of Qualicum Beach and the Regional District of Nanaimo for a total contribution of \$9,000.*

**8. ADMINISTRATOR'S REPORTS**

- 46-61 Gabriola Island Recreation Services Agreement. (All Directors – Weighted Vote)
- 62-89 Community Living British Columbia Services Agreement. (All Directors – Weighted Vote)
- 90-99 Annual Report – Departmental Accomplishments. (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**



2007-DEC-05

File No.: 0470-30

Ms. Maureen Pearce,  
 Senior Manager of Corporate Services  
 Regional District of Nanaimo  
 6300 Hammond Bay Road  
 Nanaimo, BC V9T 6N2

**Re: Regional District of Nanaimo Board Appointments**

At the Regular Meeting of Council held 2007-DEC-03, Council appointed Councillor Merv Unger to sit as a Director on the Regional District of Nanaimo Board for the 2008 term, and the following Alternates:

Regional Directors

Mayor Gary Korpan	(Alternate) Councillor Joy Cameron
Councillor Jeet Manhas	(Alternate) Councillor Joy Cameron
Councillor Bill Bestwick	(Alternate) Councillor Joy Cameron
Councillor Merv Unger	(Alternate) Councillor Joy Cameron
Councillor Larry McNabb	(Alternate) Councillor Loyd Sherry
Councillor Diane Brennan	(Alternate) Councillor Loyd Sherry
Councillor Bill Holdom	(Alternate) Councillor Loyd Sherry

If you should require any further information, please don't hesitate to call me.

Sincerely,

I. Howat, Director  
 LEGISLATIVE SERVICES

IH/tw

cc: Mayor & Council  
 G. D. Berry, City Manager  
 A. C. Kenning, Deputy City Manager  
 A. W. Laidlaw, General Manager of Community Services  
 D. W. Holmes, General Manager of Corporate Services  
 E.C. Swabey, General Manager of Development Services

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## City of PARKSVILLE

PO Box 1390, 100 E. Jensen Avenue, Parksville, BC V9P 2H3  
Telephone: (250) 248-6144 Fax: (250) 248-6650  
[www.parksville.ca](http://www.parksville.ca)

December 4, 2007

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

Dear Sir/Madam:

### **2008 Council Appointments to Board of Directors File – 0400-50**

At the regular meeting of Council held December 3, 2007, Mayor Sandy Herle was appointed as Council's voting representative to the Regional District of Nanaimo Board of Directors for the year 2008. Councillor Burger was appointed as Council's alternate representative.

Mayor Sandy Herle	954-3060 (w)
253 Lodgepole Drive	954-1705 (h)
Parksville BC V9P 2Z6	<a href="mailto:sherle@parksville.ca">sherle@parksville.ca</a>

Councillor Chris R. Burger	
128 Moss Avenue	954-3649
Parksville BC V9P 1L5	<a href="mailto:chris.burger@telus.blackberry.net">chris.burger@telus.blackberry.net</a>

Yours truly,

A handwritten signature in dark ink, appearing to read "Laurie Taylor", is written over a faint, larger version of the same signature.

LAURIE TAYLOR  
Director of Administrative Services

c.c. Mayor S. Herle  
c.c. Councillor Burger

**TOWN OF QUALICUM BEACH**

INCORPORATED 1942

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

Telephone: (250) 752-6921  
Fax: (250) 752-1243  
E-mail: [qbtown@qualicumbeach.com](mailto:qbtown@qualicumbeach.com)  
Website: [www.qualicumbeach.com](http://www.qualicumbeach.com)

December 5, 2007

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

Fax: (250)390-4163

**ATTENTION: Maureen Pearse**  
**Manager of Administrative Services**

Dear Ms. Pearse:

**Re: Regional District of Nanaimo Board Appointment**

Further to your request for clarification on the Regional District of Nanaimo Director appointment, I confirm that Mayor Westbroek remains as the Director for the Town of Qualicum Beach and Councillor Wendy Maurer will be the alternate director until February 2008. Please note that Councillor Mike Wansink will be the alternate director for the period March 2008 to November 2008.

If you have any questions please do not hesitate to contact our office.

Wishing you a Happy Holiday!

Yours truly,

**Heather Svensen**  
**Deputy Corporate Administrator**  
**Town of Qualicum Beach**

F:\letters\07\rdn.hs  
File: 0470-20-RDN



# District of Lantzville

Incorporated June 2003

November 27, 2007

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

Via Fax: 390-4163

**Attention: Maureen Pearse, Senior Manager, Corporate Administration**

Dear Ms. Pearse

**Re: Appointment of Municipal Director & Alternate Municipal Director**

Please be advised that Council, at its Regular Meeting held Monday, November 26, 2007, re-appointed Mayor Colin Haime as Municipal Director to the Regional District of Nanaimo Board for the 2008 calendar year. Further, Council also re-appointed Councillor Brian Dempsey as Alternate Municipal Director.

We trust this is the information you require.

Yours truly

A handwritten signature in cursive script, appearing to read "Donna Tutyko".

**Donna Tutyko**  
**Deputy Director of Corporate Administration**  
**District of Lantzville**

File: 0470-20-RDN  
G: Corr/07/rdn.boardappointments.08  
C: T. Graff, Chief Administrative Officer

Phone: (250) 390-4006 • Fax: (250) 390-5188  
Email: [district@lantzville.ca](mailto:district@lantzville.ca) • Website: [www.lantzville.ca](http://www.lantzville.ca)  
P.O. Box 100, 7192 Lantzville Road, Lantzville, B.C. V0R 2H0

## REGIONAL DISTRICT OF NANAIMO

### MINUTES OF THE REGULAR MEETING OF THE BOARD OF THE REGIONAL DISTRICT OF NANAIMO HELD ON TUESDAY, NOVEMBER 27, 2007, AT 7:04 PM IN THE RDN BOARD CHAMBERS

#### Present:

Director J. Stanhope	Chairperson
Director J. Burnett	Electoral Area A
Director B. Sperling	Electoral Area B
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director L. Biggemann	Electoral Area F
Alternate	
Director D. Heenan	Electoral Area H
Director S. Herle	City of Parksville
Director T. Westbrook	Town of Qualicum Beach
Alternate	
Director B. Dempsey	District of Lantzville
Director L. McNabb	City of Nanaimo
Director G. Korpan	City of Nanaimo
Director B. Holdom	City of Nanaimo
Director D. Brennan	City of Nanaimo
Director J. Manhas	City of Nanaimo
Alternate	
Director M. Unger	City of Nanaimo

#### Also in Attendance:

C. Mason	Chief Administrative Officer
M. Pearce	Sr. Mgr. of Corporate Administration
N. Avery	Gen. Mgr., Finance & Information Services
T. Osborne	Gen. Mgr. of Recreation & Parks
D. Trudeau	Gen. Mgr. of Transportation Services
P. Thorkelsson	Gen. Mgr. of Development Services
J. Finnie	Gen. Mgr. of Environmental Services
N. Tonn	Recording Secretary

#### CALL TO ORDER

The Chairperson welcomed Alternate Directors Heenan, Dempsey and Unger to the meeting.

#### DELEGATIONS

**Fred Taylor, re Solid Waste Management Regulation Bylaw No. 1531.**

Mr. Taylor spoke in opposition to Solid Waste Management Regulation Bylaw No. 1531.



**BOARD MINUTES**

MOVED Director McNabb, SECONDED Director Manhas, that the minutes of the Board meeting held October 23, 2007 be adopted.

CARRIED

**COMMUNICATIONS/CORRESPONDENCE**

**P. Myhres, Deep Bay Waterworks District, re Appreciation for Watershed Area Clean Up.**

MOVED Director Brennan, SECONDED Director Biggemann, that the correspondence received from the Deep Bay Waterworks District regarding a letter of appreciation for the RDN's clean up of garbage and yard waste debris within the Deep Bay watershed area be received.

CARRIED

**P. & D. Hay, re Development Permit Application No. 60741 – Clarke, Acton & Burbank Roads – Area 'F'.**

MOVED Director Brennan, SECONDED Director Biggemann, that the correspondence received from P. & D. Hay with respect to Development Permit Application No. 60741 be received.

CARRIED

**M. Girard, re Development Permit Application No. 60741 – Clarke, Acton & Burbank Roads – Area 'F'.**

MOVED Director Brennan, SECONDED Director Biggemann, that the correspondence received from M. Girard regarding Development Permit Application No. 60741 be received.

CARRIED

**Y. & A. Menninga, re Development Permit Application No. 60741 – Clarke, Acton & Burbank Roads – Area 'F'.**

MOVED Director Brennan, SECONDED Director Biggemann, that the correspondence received from Y. & A. Menninga with respect to Development Permit Application No. 60741 be received.

CARRIED

**UNFINISHED BUSINESS**

**BYLAWS**

**For Adoption.**

**Bylaw No. 1513.**

MOVED Director Burnett, SECONDED Director McNabb, that "Cedar Sewer Commercial Properties Capital Financing Service Establishment Bylaw No. 1513, 2007" be adopted.

CARRIED

**Bylaw No. 1514.**

MOVED Director Burnett, SECONDED Director McNabb, that "Cedar Sewer Commercial Properties Capital Financing Loan Authorization Bylaw No. 1514, 2007" be adopted.

CARRIED

**Bylaw No. 1517.**

MOVED Director Burnett, SECONDED Director McNabb, that "Cedar Sewer Large Residential Properties Capital Financing Service Establishment Bylaw No. 1517, 2007" be adopted.

CARRIED

**Bylaw No. 1518.**

MOVED Director Burnett, SECONDED Director McNabb, that "Cedar Sewer Large Residential Properties Capital Financing Loan Authorization Bylaw No. 1518, 2007" be adopted.

CARRIED

**Bylaw No. 1519.**

MOVED Director Burnett, SECONDED Director McNabb, that "Cedar Sewer Sportsfield Capital Financing Service Establishment Bylaw No. 1519, 2007" be adopted.

CARRIED

**Bylaw No. 1520.**

MOVED Director Burnett, SECONDED Director McNabb, that "Cedar Sewer Sportsfield Capital Financing Loan Authorization Bylaw No. 1520, 2007" be adopted.

CARRIED

**Bylaw No. 1521.**

MOVED Director Burnett, SECONDED Director McNabb, that "Cedar Sewer Small Residential Capital Financing Service Establishment Bylaw No. 1521, 2007" be adopted.

CARRIED

**Bylaw No. 1522.**

MOVED Director Burnett, SECONDED Director McNabb, that "Cedar Sewer Small Residential Capital Financing Loan Authorization Bylaw No. 1522, 2007" be adopted.

CARRIED

**Bylaw No. 1532.**

MOVED Director Burnett, SECONDED Director McNabb, that "Cedar Sewer Rates and Regulations Bylaw No. 1532, 2007" be adopted.

CARRIED

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

**ELECTORAL AREA PLANNING STANDING COMMITTEE**

MOVED Director Holme, SECONDED Director Young, that the minutes of the Electoral Area Planning Committee meeting held November 13, 2007 be received for information.

CARRIED

Director McNabb left the meeting citing a possible conflict of interest with the next item.

## PLANNING

### *AMENDMENT APPLICATIONS*

#### **Zoning Amendment Application No. ZA0504 – Canuck Properties Ltd. – Northwest Bay Road & Powder Point Road – Area E.**

MOVED Director Holme, SECONDED Director Young, that the minutes of the Public Information Meeting held on June 29, 2005 and report of the Open House held May 28, 2007 be received.

CARRIED

MOVED Director Holme, SECONDED Director Young, that Zoning Amendment Application No. ZA0504, as submitted by Canuck Properties Ltd. to rezone the property legally described as Lot A, District Lot 6, Nanoose District, VIP58653, located at the corner of Northwest Bay Road and Powder Point Road from Residential 4 Subdivision District 'Q' (RS4Q) to Comprehensive Development Zone 37 (CD37) be approved to proceed to public hearing subject to the conditions included in Schedule No. 1.

CARRIED

MOVED Director Holme, SECONDED Director Young, that "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.326, 2007" be given 1<sup>st</sup> and 2<sup>nd</sup> reading.

CARRIED

MOVED Director Holme, SECONDED Director Young, that "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.326, 2007" proceed to public hearing.

CARRIED

MOVED Director Holme, SECONDED Director Young, that the public hearing on "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.326, 2007" be delegated to Director Holme or his alternate.

CARRIED

Director McNabb returned to the meeting.

#### **Zoning Amendment Application No. ZA0710 – Williamson & Associates on behalf of R. & L. Bevis – Kilpatrick Road – Area C.**

MOVED Director Holme, SECONDED Director Young, that Zoning Amendment Application No. ZA0710 as submitted by Williamson & Associates Professional Surveyors, on behalf of R & L Bevis to rezone Lot 1, Section 12, Range 4, Mountain District, Plan VIP63679, Subdivision District 'D' to Subdivision District 'F' be approved to proceed to public hearing subject to the conditions included in Schedule No. 1.

CARRIED

MOVED Director Holme, SECONDED Director Young, that "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.344, 2007" be given 1<sup>st</sup> and 2<sup>nd</sup> reading.

CARRIED

MOVED Director Holme, SECONDED Director Young, that "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.344, 2007" proceed to public hearing.

CARRIED

MOVED Director Holme, SECONDED Director Young, that the public hearing on “Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.344, 2007” be delegated to Director Young or her alternate.

CARRIED

**Zoning Amendment Application No. ZA0711 – Timberlake-Jones Engineering Ltd., on behalf of 609188 BC Ltd. – 820 Horne Lake Road – Area H.**

MOVED Director Holme, SECONDED Director Heenan, that Zoning Amendment Application No. ZA0711 as submitted by Timberlake-Jones Engineering on behalf of 609188 BC Ltd. to rezone Lot 2, Block 347, Newcastle District, Plan 33670 from Industrial 5 Subdivision District ‘B’ (EN5B) to Rural 1 Subdivision District ‘D’ (RUID) be approved to proceed to public hearing subject to the conditions included in Schedule No. 1.

CARRIED

MOVED Director Holme, SECONDED Director Heenan, that “Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.345, 2007” be given 1<sup>st</sup> and 2<sup>nd</sup> reading.

CARRIED

MOVED Director Holme, SECONDED Director Heenan, that “Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.345, 2007” proceed to public hearing.

CARRIED

MOVED Director Holme, SECONDED Director Heenan, that the public hearing on “Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.345, 2007” be delegated to Director Bartram or his alternate.

CARRIED

MOVED Director Holme, SECONDED Director Heenan, that staff be directed to prepare required amendments to “Regional District of Nanaimo Building Inspection Extended Service Establishment Bylaw No. 787, 1989” to include the parent parcel within a Building Inspection Service area.

CARRIED

#### ***DEVELOPMENT PERMIT APPLICATIONS***

**Development Permit Application No. 60662 – I. Ogloff & J. Thervarge – Jamieson & Palm Pacific Roads – Area H.**

MOVED Director Holme, SECONDED Director Heenan, that Development Permit Application No. 60662 submitted by I. Ogloff & J. Thervarge, in conjunction with the subdivision on the parcel legally described as Lot 2, District Lot 40, Newcastle District, Plan 43604 and designated within the Environmentally Sensitive Features Development Permit Area, be approved subject to the conditions outlined in Schedules 1 and 2 of the corresponding staff report.

CARRIED

**Development Permit Application No. 60736 – R. & J. Vanderwel – 5091 Shoreline Drive – Area H.**

MOVED Director Holme, SECONDED Director Heenan, that Development Permit with Variances Application No. 60736, to construct a dwelling unit within the Natural Hazards, Environmentally Sensitive Features, Fish Habitat Protection Development Permit Area pursuant to "Electoral Area 'H' Official Community Plan Bylaw No. 1335, 2003", for the property legally described as Lot 10, District Lot 28, Newcastle District, Plan 24584 be approved subject to the conditions outlined in Schedules No. 1 to 5.

CARRIED

**Development Permit Application No. 60738 – J. Wilson – 673 Imperial Drive – Area G.**

MOVED Director Holme, SECONDED Director Young, that Development Permit Application No. 60738 submitted by J. Wilson in conjunction with the subdivision on the parcel legally described as Lot 2, District Lot 28, Nanoose District, Plan 22685 and designated within the Sensitive Lands Development Permit Area pursuant to the "French Creek Official Community Plan Bylaw No. 1115, 1998" be approved, subject to the conditions outlined in Schedules No. 1 and 2 of the corresponding staff report.

CARRIED

**Development Permit Application No. 60739 – Hans Stussi on behalf of Novation Enterprises Ltd., & S. Grand – Island Highway No. 19A & Welch Road – Area H.**

MOVED Director Holme, SECONDED Director Heenan, that Development Permit Application No. 60739 submitted by Hans Stussi, on behalf of Novation Enterprises Ltd. & S. Grand, in conjunction with the subdivision on the parcels legally described as Parcel D (DD 13419N) of District Lot 20, Except Part in Plan 10191, and Plan VIP54439 and Lot A, District Lot 20, Plan 25174, Both of Newcastle District, and designated within the Environmentally Sensitive Features and the Hazard Lands Development Permit Areas pursuant to the "Electoral Area 'H' Official Community Plan Bylaw No. 1335, 2003", be approved subject to the conditions outlined in Schedules No. 1 and 2 of the corresponding staff report.

CARRIED

**Development Permit Application No. 60741 – Fern Road Consulting Ltd. on behalf of G. Redman – Clarke, Acton & Burbank Roads – Area F.**

Mr. Peter Hay raised his concerns with the effects the new development would have on the area's water table which in turn, affects area wells.

MOVED Director Holme, SECONDED Director Biggemann, that Development Permit Application No. 60741 submitted by Fern Road Consulting Ltd., on behalf of Gary Redman, in conjunction with the subdivision on the parcel legally described as Lot 8, District Lot 74, Newcastle District, Plan 2002, Except Part in Plans 39111 and 44957 and designated within the Fish Habitat Protection Development Permit Area pursuant to OCP Bylaw No. 1152, 1999, be approved subject to the conditions outlined in Schedules No. 1 and 2 of the corresponding staff report.

CARRIED

***DEVELOPMENT VARIANCE PERMIT APPLICATIONS***

**Development Variance Permit Application No. 90714 – Fern Road Consulting Ltd. on behalf of Mayne – Lot 33, Amelia Crescent – Area E.**

MOVED Director Holme, SECONDED Director Biggemann, that Development Variance Permit Application No. 90714, to permit the construction of a residential dwelling with a maximum height of 9.0 m on the subject property legally described as Lot 33, District Lot 68, Nanoose District, Plan VIP30341 on Amelia Crescent, be approved subject to the conditions outlined in Schedules No. 1 to 3.

CARRIED

**COMMITTEE OF THE WHOLE STANDING COMMITTEE**

MOVED Director Burnett, SECONDED Director McNabb, that the minutes of the Committee of the Whole meeting held November 13, 2007 be received for information.

CARRIED

***FINANCE & INFORMATION SERVICES***

**FINANCE**

**Contract Fire Services – Yellowpoint/Waterloo Service Area.**

MOVED Director Burnett, SECONDED Director Young, that the Cowichan Valley Regional District be advised that the Regional District of Nanaimo will terminate the fire service contract for the Yellowpoint/Waterloo area effective December 31, 2008 or earlier with the agreement of all parties and where operational conditions permit.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that correspondence be sent to the Cowichan Valley Regional District acknowledging our long relationship with respect to fire protection services and our appreciation for their considerable contribution to the safety of Regional District taxpayers.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that staff proceed to negotiate a transfer of assets located in the Cassidy firehall location from the Cowichan Valley Regional District.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that the Regional District of Nanaimo correspond with both the North Cedar and Cranberry Fire Protection Districts to arrange for a transfer of taxation and operational authority for fire protection in the Yellowpoint/Waterloo areas to their respective jurisdictions to be effective December 31, 2008 or earlier with the agreement of all parties and where operational conditions permit.

CARRIED

**Electoral Area ‘G’ Fire Protection – Service Contracts with Municipalities.**

MOVED Director Westbrook, SECONDED Director Herle, that fire services contracts covering the period January 1, 2007 to December 31, 2011 with the City of Parksville and the Town of Qualicum Beach be approved as presented.

CARRIED

MOVED Director Westbroek, SECONDED Director Herle, that the Chairperson and the Senior Manager, Corporate Administration be authorized to execute the fire services contracts for the Regional District of Nanaimo.

CARRIED

**Nanoose Bay Fire Protection Service Regulatory Amendment Bylaw No. 1003.02.**

MOVED Director Holme, SECONDED Director McNabb, that "Nanoose Bay Fire Protection Service Regulatory Bylaw No. 1003.02, 2007" be introduced and read three times.

CARRIED

MOVED Director Holme, SECONDED Director Holdom, that "Nanoose Bay Fire Protection Service Regulatory Bylaw No. 1003.02, 2007" having received three readings be adopted.

CARRIED

**Bow Horn Bay Fire Protection Service Area Boundary Amendment Bylaw No. 1385.02.**

MOVED Director Heenan, SECONDED Director Herle, that "Bow Horn Bay Fire Protection Service Area Boundary Amendment Bylaw No. 1385.02, 2007" be introduced for first three readings and be forwarded for adoption at the December Board meeting.

CARRIED

**Barclay Crescent Sewer Rates and Regulations Amendment Bylaw No. 1472.02.**

MOVED Director Holme, SECONDED Director Sperling, that "Regional District of Nanaimo Barclay Crescent Sewer Rates and Regulations Amendment Bylaw No. 1472.02, 2007" be introduced and read three times.

CARRIED

MOVED Director Holme, SECONDED Director Holdom, that "Regional District of Nanaimo Barclay Crescent Sewer Rates and Regulations Amendment Bylaw No. 1472.02, 2007" be adopted.

CARRIED

**Duke Point Sewer Local Service Area Amendment Bylaw No. 1004.02 and Cedar Service Area Amendment Bylaw No. 1445.02.**

MOVED Director Burnett, SECONDED Director Brennan, that "Duke Point Sewer Local Service Area Amendment Bylaw No. 1004.03, 2007" be rescinded at third reading.

CARRIED

MOVED Director Burnett, SECONDED Director Holdom, that "Cedar Sewer Service Area Amendment Bylaw No. 1445.01, 2007" be rescinded at third reading.

CARRIED

MOVED Director Burnett, SECONDED Director Herle, that "Duke Point Sewer Local Service Area Amendment Bylaw No. 1004.02, 2007" be introduced for three readings and be forwarded to the Ministry of Community Services for approval.

CARRIED

MOVED Director Burnett, SECONDED Director Unger, that "Cedar Sewer Service Area Amendment Bylaw No. 1445.02, 2007" be introduced for three readings and be held for adoption with the remaining Cedar Sewer Service Area bylaws.

CARRIED

**Quarterly Financial Update.**

MOVED Director Holme, SECONDED Director Brennan, that the summary report of financial results from operations to September 30, 2007 be received for information.

CARRIED

**INFORMATION SERVICES**

**Property Software System.**

MOVED Director Westbrook, SECONDED Director Sperling, that Municipal Software be approved for the supply of its City View property system.

CARRIED

MOVED Director Westbrook, SECONDED Director McNabb, that an overall budget of \$479,655 be approved for this project with the funds released from the Administration Computer Reserve fund.

CARRIED

**DEVELOPMENT SERVICES**

**BYLAW ENFORCEMENT**

**District of Lantzville Development Services Contract Agreements.**

MOVED Director Dempsey, SECONDED Director Herle, that the 2008 Service Agreements between the Regional District of Nanaimo and the District of Lantzville for GIS and Mapping, Animal Control, Building Inspection, Bylaw Enforcement, House Numbering, Noise Regulation, Nuisance Control and Unsightly Premises services be approved.

CARRIED

**Building Inspection Service Bylaw Amendment Bylaw No. 787.06.**

MOVED Director Holme, SECONDED Director Holdom, that "Regional District of Nanaimo Building Inspection Service Bylaw Amendment Bylaw No. 787.06, 2007" be given three readings and forwarded to the Ministry of Community Services for approval.

CARRIED

**ENVIRONMENTAL SERVICES**

**SOLID WASTE**

**Cedar Road LFG Inc. – Second Amending Agreement.**

MOVED Director Burnett, SECONDED Director McNabb, that the Board approve the Second Amending Agreement with Cedar Road LFG Inc. to:

1. Change the project completion date from November 30, 2007 to May 31, 2008 and the commercial operation date from December 31, 2007 to June 30, 2008;



2. Extend the contract term from five years with an option to renew for another five years, to ten years with an option to renew for another ten years;
3. Allow Cedar LFG to grant BC Hydro an option to purchase the facility at the end of the contract term under the condition that if BC Hydro exercises its option to acquire the facility, it will not sell, transfer, assign or convey the facility to any other person without the written consent of the RDN.

CARRIED

**Solid Waste Management Regulation Bylaw No. 1531.**

MOVED Director Burnett, SECONDED Director Manhas, that "Regional District of Nanaimo Solid Waste Management Regulation Bylaw No. 1531, 2007" be introduced and read three times.

CARRIED

MOVED Director Burnett, SECONDED Director Holdom, that "Regional District of Nanaimo Solid Waste Management Regulation Bylaw No. 1531, 2007" having received three readings be adopted.

CARRIED

**UTILITIES**

**Rumming Road (Lantzville West) Water System – Update.**

MOVED Director Brennan, SECONDED Director Dempsey, that the Board receive the Rumming Road Asset Condition Study 2007 by Koers & Associates report for information.

CARRIED

MOVED Director Manhas, SECONDED Director McNabb, that the Board abandon any further steps to acquire the Rumming Road Water System at this time as requested by the Rumming Road Water Society.

CARRIED

MOVED Director Holme, SECONDED Director Manhas, that the Board direct staff to write to the Ministry of Environment to express appreciation for the asset study grant and advising that the residents have elected not to pursue RDN acquisition of the Rumming Road water utility at this time.

CARRIED

**COMMISSION, ADVISORY & SELECT COMMITTEE**

**Regional Growth Monitoring Advisory Committee.**

MOVED Director Holdom, SECONDED Director Sperling, that the minutes of the Regional Growth Monitoring Advisory Committee/State of Sustainability Project meetings held September 12 and 19, 2007 and October 10 and 24, 2007 be received for information.

CARRIED

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

MOVED Director Westbroek, SECONDED Director Herle, that the minutes of the Electoral Area 'G' Parks and Open Space Advisory Committee meeting held September 13, 2007 be received for information.

CARRIED

**District 69 Recreation Commission.**

MOVED Director Holme, SECONDED Director Biggemann, that the minutes of the District 69 Recreation Commission meeting held October 18, 2007 be received for information.

CARRIED

Director Holme left the meeting citing a possible conflict of interest with the next item.

MOVED Director Westbrook, SECONDED Director Herle, that the following District 69 Recreation Community and Youth Recreation Grants be approved:

Arrowsmith Mountain Bike Club -- bikes for financially needy youth	2,500
District 69 Family Resource Association -- youth bus retrofit	4,767
District 69 Minor Softball -- uniforms and equipment	2,625
KSS Dry Grad	1,250
Oceanside Baseball -- batting cage equipment	2,500
Parksville Curling Club -- junior program equipment	2,000
Dashwood Recreation Commission -- playground equipment	4,000
Errington Therapeutic Riding Association -- insurance	1,000
Panthers Hockey -- goalie equipment	2,140
Rotary Club of Qualicum Beach -- facility rental	2,875

CARRIED

Director Holme returned to the meeting.

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

MOVED Director Burnett, SECONDED Director McNabb, that the minutes of the Electoral Area 'A' Recreation and Culture Commission meeting held November 7, 2007 be received for information.

CARRIED

MOVED Director Burnett, SECONDED Director McNabb, that the correspondence received from the South Wellington and Area Community Association requesting funds for cultural and recreational activities, be deferred until an Electoral Area 'A' Recreation and Culture Grants in Aid criteria has been established.

CARRIED

**BOARD INFORMATION**

**Tree Farm Licenses -- Private Land Removals.**

MOVED Director Herle, SECONDED Director Holme, that the Board request the Auditor General to conduct an audit into the matter of the removal of Schedule 'A' lands from all tree farm licenses on Vancouver Island, which was done without public consultation or compensation.

CARRIED

**SCHEDULED STANDING, ADVISORY STANDING AND SELECT COMMITTEE REPORTS**

*Resolutions from the District 69 Recreation Commission meeting held November 22, 2007.*

MOVED Director Holme, SECONDED Director Herle, that the Regional District Board support a joint application between the Regional District of Nanaimo and School District 69 for funding of \$40,000 from the UBCM School Community Connections Program to be used for a track and field facility study in District 69.

CARRIED

MOVED Director Holme, SECONDED Director Herle, that the Regional District of Nanaimo support the 2009 World Under 17 Hockey Challenge Society's grant application for Island Coastal Economic Trust funding to assist with the costs associated to host the international tournament.

CARRIED

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

MOVED Director Holme, SECONDED Director Sperling, that the minutes of the Electoral Area 'E' Parks and Open Space Advisory Committee meeting held October 1, 2007 be received for information.

CARRIED

**ADMINISTRATOR'S REPORTS**

**Cedar Estates Off-site Service Agreement.**

MOVED Director Burnett, SECONDED Director McNabb, that the Cedar Estates Offsite Agreement be approved as presented.

CARRIED

**2008 Provisional Budget Overview.**

The General Manager of Finance and Information Services provided a visual summary overview of the 2008 provisional budget.

MOVED Director McNabb, SECONDED Director Westbrook, that the 2008 provisional budget be received for information.

CARRIED

**Low Income Spay/Neuter Initiative Program.**

MOVED Director Burnett, SECONDED Director Young, that staff be directed to include a one-time funding amount of \$5,000 in the 2008 Animal Control Budget equally distributed over Electoral Areas 'A', 'B' and 'C' for the Low-Income Spay/Neuter Initiative Program.

DEFEATED

**Wheels for Wellness.**

MOVED Director Westbrook, SECONDED Director Herle, that the Wheels for Wellness Society funding request for a van be approved on a one time basis and 2008 the Grants-in-Aid budget be amended to raise \$22,989 from District 69.

CARRIED

MOVED Director Westbrook, SECONDED Director Herle, that the Board notify the Wheels for Wellness Society that the RDN will not be creating a function to provide ongoing funding for this service.  
CARRIED

MOVED Director Westbrook, SECONDED Director Herle, that the Wheels for Wellness Society forward a report to the Board detailing the use of the donated vehicle.  
CARRIED

**Revised Voting Strength and Director Representation.**

MOVED Director McNabb, SECONDED Director Holdom, that the report regarding the revised voting strength and director representation based on the 2006 census figures be received for information and that the City of Nanaimo be requested to provide the name of their additional Board representative.  
CARRIED

**Review of Grants in Aid Criteria.**

MOVED Director Korpan, SECONDED Director Holme, that this report be received for information and that no changes be made to the general grant in aid program criteria.  
CARRIED

**BOARD INFORMATION**

**Green Building Code.**

The Chairperson congratulated the Board on being on the cutting edge of the Provincial "going green" initiative and urged members to visit the government's "Greening of the BC Building Code" website, and further to submit their comments to RDN staff so that staff may prepare a submission to the Province on the Board's initiatives.

**Private Land Deletions from TFL's.**

The Chairperson urged Board members to read the University of Victoria Environmental Law Clinic's report on outstanding tree farm licenses.

**NEW BUSINESS**

**Municipal Fiscal Imbalance.**

MOVED Director Korpan, SECONDED Director Holdom, that RDN staff be directed to meet with their municipal counterparts in Nanaimo, Parksville, Qualicum Beach and Lantzville and prepare a recommendation for a unified position on the issues of senior government downloading onto local government without sufficient resources, and the Fiscal Imbalance, to be presented to AVICC, UBCM, FCM and senior government.  
CARRIED

**Green Infrastructure Leadership Forum.**

MOVED Director Burnett, SECONDED Director McNabb, that Director Young attend the Green Infrastructure Leadership Forum organized by CAVI to be held December 3, 2007 in Nanaimo.  
CARRIED

**IN CAMERA**

MOVED Director Holme, SECONDED Director McNabb, that pursuant to Section 90(1)(e) and (g) of the *Community Charter* the Board proceed to an In Camera meeting to consider items related to land and legal issues.

CARRIED

**ADJOURNMENT**

MOVED Director Holme, SECONDED Director McNabb, that the meeting terminate.

CARRIED

TIME: 8:38 PM

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CHAIRPERSON

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SR. MGR., CORPORATE ADMINISTRATION



Ministry of Agriculture and Land  
Suite 142 - 2080 Labieux Road  
Nanaimo, BC V9T 6J9

Telephone No: 250 751-7248  
Facsimile No: 250 751-7224

GST Registration No: R107864738

**RECEIVED**  
NOV 27 2007  
REGIONAL DISTRICT  
of NANAIMO

Your contact is: Barbara Biss

Our file: 0334087

**TENURE OFFER**

Date **NOV 23 2007**

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

Attention: Nancy Avery, Manager, Financial Services

Dear Madam:

**Re: Your Application for a Tenure over Crown Land**

Your application for a lease for community playground and hiking trails purposes over:

Lots 3, 4, 5 and 6 of District Lot 130E&N, Nanoose District, Plan 27190, containing 1.865 hectares.

(the "Land") has been accepted by us subject to fulfillment of certain requirements. Accordingly, we are offering to you a lease on the terms and conditions set out in this letter.

This is to replace Lease NO. 111994, which will expire February 14, 2008.

Please be aware that you are required under this lease to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority which in any way affects your use and occupation of the Crown land and any improvements made to that land. If you have any concerns or questions regarding any such laws, bylaws, orders, directions, ordinances and regulations you are encouraged to seek legal advice.

**Deadline for Your Acceptance of this Offer**

This offer may be accepted by you within 45 days of the date of this offer (unless this deadline is extended in writing by us). To accept this offer, you must complete and return to us the enclosed acceptance page by that time. If you do not wish to accept

RDNI REC & PARKS	
GM R & P	<input checked="" type="checkbox"/> CAO
MGR Parks	MGR Rec
Arena	Aquatics
<b>DEC - 3 2007</b>	
Parks	Rec
POSAC	Commissioner
Director	Other

this offer, please check the applicable box on the acceptance page and sign and return the page to us so that we may record your rejection of our offer.

## 1. Conditions of Offer

Enclosed are two copies of your lease. If you accept this offer by returning the acceptance page to us within the time set out above, you must then execute and return these documents to us within 45 days from the date of this letter together with all of the following:

### Monies Payable

You must deliver to us the following amounts:

Lease Rental	*\$	1.00
Replacement Fee	*\$	200.00
GST Total	\$	<u>10.05</u>
<b>Total Fees Payable</b>	\$	<u>211.05</u>

\* denotes GST payable

Your cheque or money order must be payable to the Minister of Finance and be delivered to Suite 142 - 2080 Labieux Road Nanaimo, BC V9T 6J9. Please quote our file number when sending us your payment.

### Insurance

We confirm evidence of municipal insurance. Upon request, you must submit to our office proof of continuation of your municipal insurance.

The enclosed tenure documents must **all** be signed in the spaces provided on the signature page by persons authorized to sign on behalf of the municipality. **Return all copies to us.**

If you sign the lease documents and return them to us within 45 days from the date of this letter (unless this deadline is extended in writing by us), together with each of the items listed in this section, the lease documents will be signed on behalf of the Province. We will then return an executed copy of the lease to you. If the lease documents and each of the items listed in this section are not returned to us within 45 days from the date of this letter, we will be under no further obligation to issue the lease to you and this offer will terminate.

## 2. Acknowledgments of the Applicant

By accepting this offer, you agree that:

- (a) This offer cannot be transferred to another person.
- (b) This offer and the lease do not guarantee that
  - (i) the Land is suitable for your proposed use,
  - (ii) the Land can be built on,
  - (iii) there is access to the Land, or
  - (iv) the Land is not susceptible to flooding or erosion.
- (c) This offer will survive the signing and issuance of the lease but if any contradiction exists between the terms of this offer and the lease, the terms of the lease will prevail.
- (d) This offer does not give you any right to use or occupy the Land for any purpose.
- (e) Under the *Land Act*, this offer is not binding upon the Province until the lease is signed by the Province.
- (f) Time is of the essence in this offer.

### **3. Your Representations**

By accepting this offer, you confirm that:

- (a) You (or your authorized representative) have inspected the Land and are fully aware of its condition.
- (b) You have knowledge of all municipal and regional bylaws regulating the use and development of the Land.
- (c) You acknowledge that you have no right to use or occupy the Land unless and until the lease is issued to you under this offer.

### **Freedom of Information**

Personal information is collected under the *Land Act* for the purpose of administering Crown land. Information on your application, and if issued, your tenure, will become part of the Crown Land Registry, from which information is routinely made available to the public under freedom of information legislation.



Yours truly,

A handwritten signature in cursive script, appearing to read "Carlson".

Authorized representative

**Acceptance of Offer of lease**

File No. 0334087

Ministry of Agriculture and Lands  
Suite 142 - 2080 Labieux Road  
Nanaimo, BC V9T 6J9

Dear Barbara Biss:

**Re: Application for lease**

- I/We accept the offer of lease made to me/us by way of a letter dated NOV 23 2007 from the Ministry of Agriculture and Lands and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.
- I/We do not accept the offer of lease made to me/us by way of a letter dated NOV 23 2007 from the Ministry of Agriculture and Lands.

DATED the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Applicant's signature/Applicant's  
representative's signature

\_\_\_\_\_  
Applicant's signature/Applicant's  
representative's signature

\_\_\_\_\_  
Print name of person signing

\_\_\_\_\_  
Print name of person signing



**LEASE**

Lease No.:

File No.: 0334087

Disposition No.: 862235

THIS AGREEMENT is dated for reference February 14, 2008 and is made under the *Land Act*.

BETWEEN:

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

(the "Province")

AND:

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

(the "Lessee")

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

"**Agreement**" means this lease;

"**Commencement Date**" means February 14, 2008;

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

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

**“Land”** means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

Lots 3, 4, 5 and 6 of District Lot 130E&N, Nanoose District, Plan 27190, containing 1.865 hectares.

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

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

**“Rent”** means the rent set out in Article 3;

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

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

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

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

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.

## ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the Land for community playground and hiking trails purposes.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 2nd anniversary of that date, or such earlier date provided for in this Agreement.

**ARTICLE 3 - RENT**

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

**ARTICLE 4 - COVENANTS**

4.1 You must

- (a) pay, when due,
  - (i) the Rent to us at the address set out in Article 10,
  - (ii) the Realty Taxes, and
  - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
  - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or Improvements, and
  - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;

- (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;
- (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
  - (i) our prior written consent, and
  - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (l) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
- (m) not use construction materials containing toxic substances;
- (n) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (o) not alter, repair or add to any Improvement without our prior written consent;
- (p) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations;
- (q) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of

- (i) your breach, violation or nonperformance of a provision of this Agreement, and
- (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (r) on the termination of this Agreement,
  - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,
  - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
  - (iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
  - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

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

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

4.3 We will provide you with quiet enjoyment of the Land.



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**ARTICLE 5 - LIMITATIONS**

## 5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
  - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
  - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(q), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, to a person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us in the case of a disposition by way of easement, right of way or statutory right of way, immediately execute and deliver to us such instrument as may be necessary to

subordinate your rights under this Agreement to such easement, right of way or statutory right of way;

- (f) for the purpose of subsection (e), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would materially affect the exercise of your rights under this Agreement;
- (g) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (h) subject to subsection (g), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (i) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (j) any interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (k) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (l) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(r)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(r)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(r)(iii); and
- (m) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

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**ARTICLE 6 - SECURITY AND INSURANCE**

- 6.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
  - (b) be in the form required by us; and
  - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
  - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 6.6 You must
- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than

\$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the Improvements;

- (b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is
  - (i) placed with insurers licensed in British Columbia,
  - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
  - (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

6.7 You acknowledge that we may, from time to time, notify you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

#### ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.

- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

### ARTICLE 8 - TERMINATION

8.1 You agree with us that

- (a) if you
- (i) default in the payment of any money payable by you under this Agreement, or
  - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),
- and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
- (i) become insolvent or make an assignment for the general benefit of your creditors,
  - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
  - (iii) voluntarily enter into an arrangement with your creditors;

- (d) if you are a corporation,
  - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
  - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

#### ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.

9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the

arbitration will be governed by the laws of the Province of British Columbia.

- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Nanaimo, British Columbia, and if we or our authorized representative have no office in Nanaimo, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Nanaimo, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

#### ARTICLE 10 - NOTICE

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

to us

MINISTRY OF AGRICULTURE AND LANDS  
Suite 142 - 2080 Labieux Road  
Nanaimo, BC V9T 6J9;

to you

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

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

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

**ARTICLE 11 - MISCELLANEOUS**

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
  - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement;



and

- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

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

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

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

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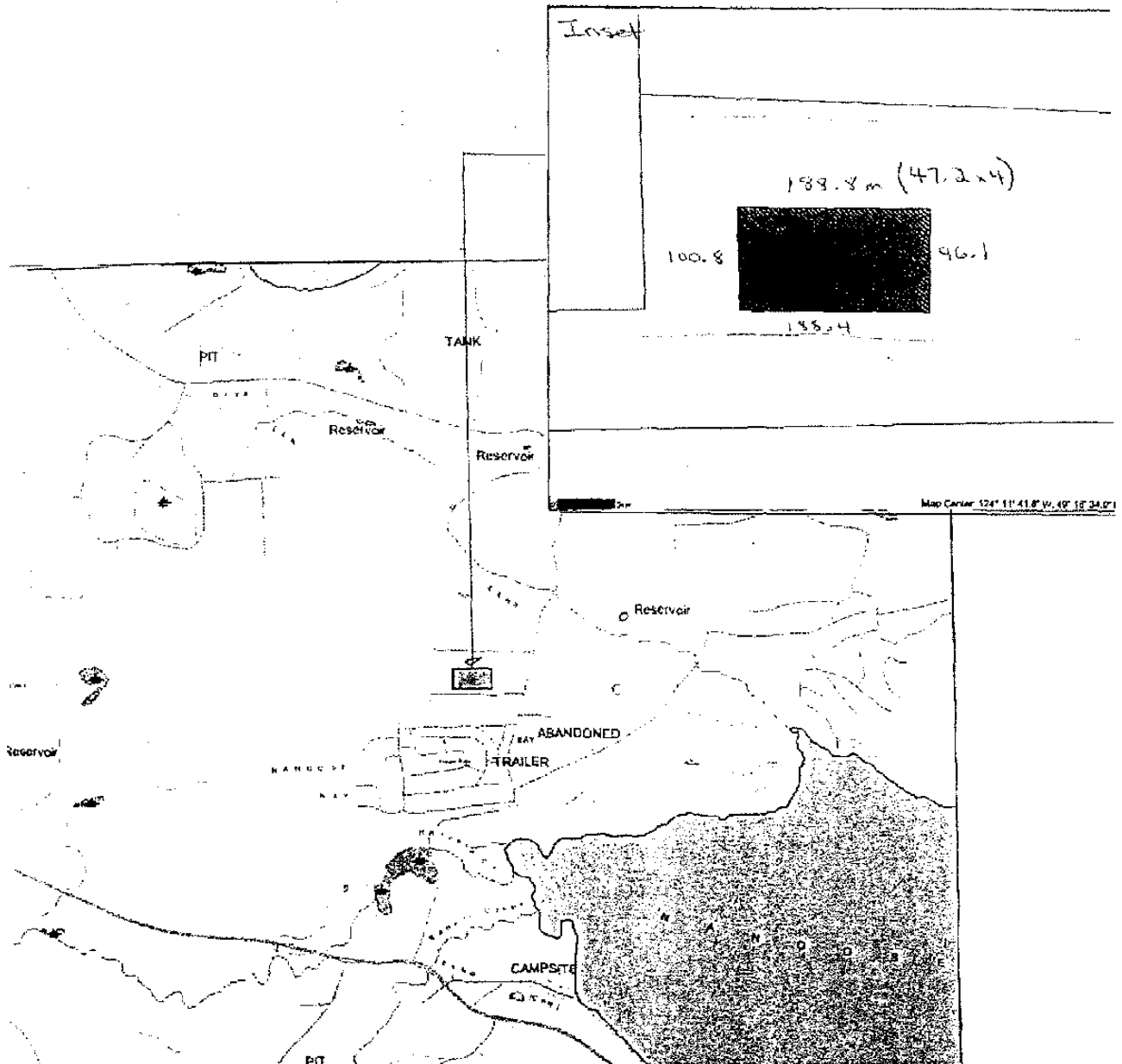
Authorized Signatory

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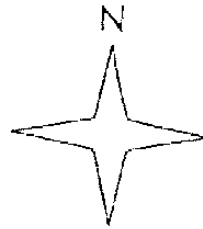
Authorized Signatory

### LEGAL DESCRIPTION SCHEDULE

Lots 3, 4, 5 and 6 of District Lot 130E&N, Nanoose District, Plan 27190, shown outlined on sketch below, containing 1.865 hectares. ,

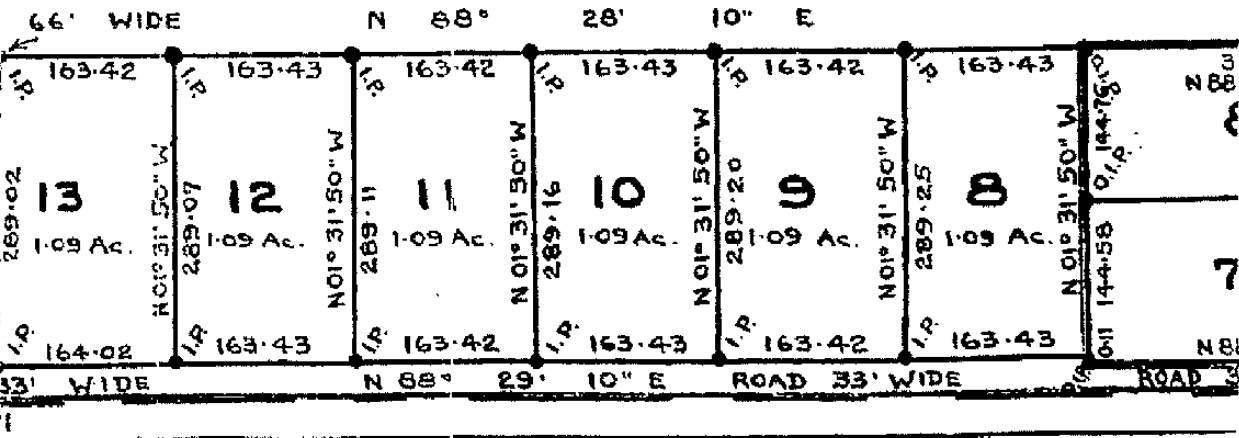
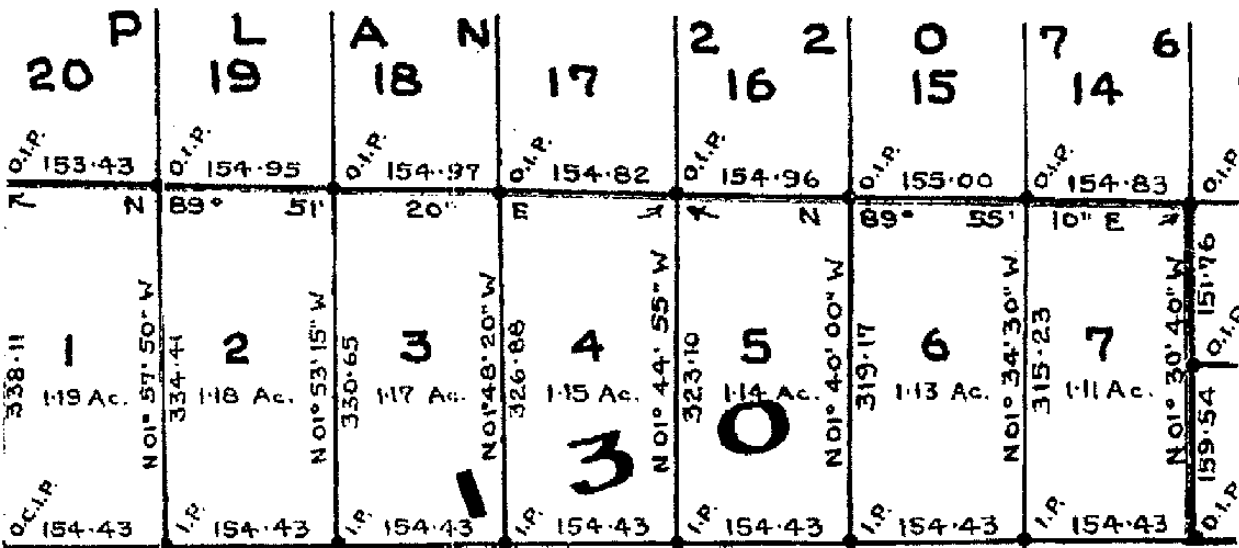


# DISTRICT ~ 200 Feet. END



PART OF  
PLAN 27190  
DL 130  
MAMMOSE DISTRICT  
MTS

from Plan 22076.  
notes Capped Iron Post found.  
notes Iron Post found.  
notes Iron Pipe found.  
notes Standard Iron Post set.



**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE DISTRICT 69 COMMUNITY  
JUSTICE AND SAFETY SUPPORT SERVICES SELECT COMMITTEE  
HELD AT 1:00 PM ON TUESDAY, DECEMBER 4, 2007  
OCEANSIDE PLACE, PARKSVILLE**

**Present:**

Director Lou Biggemann	Chairperson
Director Teunis Westbroek	Town of Qualicum Beach
Director Sandy Herle	City of Parksville
Director Frank Van Eynde	(Alternate) Electoral Area E
Director Joe Stanhope	Electoral Area G
Director Dave Bartram	Electoral Area H

**Also in attendance:**

Carol Mason	Chief Administrative Officer
Nancy Avery	General Manager Finance & Information Services
Linda Burgoyne	Administrative Assistant

**CALL TO ORDER**

The Chairperson called the meeting to order at 1:00 pm.

**DELEGATION**

Staff Sergeant Kevin Hewco of the Oceanside RCMP Detachment attended the meeting with Staff Sergeant Dennis O’Gorman and Gary Cox the NCO of Community Policing.

S/Sgt Hewco distributed information to the Committee members concerning the two programs – Victim Services and Restorative Justice and gave an overview of the programs. The information included documentation concerning the funding formula, statistics, budget and the financial statements for Victim Services as well as statistics and cash flow statements for Restorative Justice.

S/Sgt Hewco acknowledged that funding errors were made by a staff member to last year’s budget for Victim Services and is looking for financial assistance in covering the \$15,000 cost overrun for 2007. S/Sgt Hewco further noted that ongoing local government funding for Victim Services and Restorative Justice needs to be increased to \$70,000 to maintain their current service level. If additional funding is not secured, it is likely that program services will be reduced.

The RCMP members left the meeting.

**MINUTES**

MOVED Director Westbroek, SECONDED Director Stanhope, that the minutes from the District 69 Community Justice and Safety Support Services Select Committee held October 3, 2007, be received.

CARRIED

**CORRESPONDENCE**

MOVED Director Van Eynde, SECONDED Director Stanhope, that the correspondence from Citizens on Patrol Society, District 69, be received.

CARRIED

**REPORTS**

**Funding Allocation for Victim Services/Restorative Justice.**

MOVED Director Westbrook, SECONDED Director Herle, that the Committee support adding to the requisition to increase funding to \$70,000 in 2008.

MOVED Director Westbrook, SECONDED Director Stanhope, that:

1. The motion to support adding to the requisition to increase funding to \$70,000 in 2008 be tabled until February 2008 to provide an opportunity for the Regional District to meet with local MLA's and the MP to request their increased financial support for Victim Services and Restorative Justice;
2. The Regional District send a letter to the Province emphasizing that additional funding support is required for these programs; and
3. Staff be directed to prepare a resolution for the Board's consideration for forwarding to the AVICC at their 2008 conference.

CARRIED

MOVED Director Westbrook, SECONDED Director Herle, that the funding shortfall be split three ways between the City of Parksville, Town of Qualicum Beach and the Regional District of Nanaimo for a total contribution of \$9,000.

CARRIED

It was noted that funds may be remaining from the District 69 Recreation Community Grants function to cover the Regional District portion.

**ADJOURNMENT**

MOVED Director Stanhope, SECONDED Director Westbrook, that the meeting adjourn.

CARRIED

TIME: 2:30 PM.

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CHAIRPERSON



RDN REPORT	
CAO APPROVAL <i>(Signature)</i>	
EAP	
COW	
DEC - 4 2007	
RHD	
BOARD	✓ DEC 11th
Inaugural	

**MEMORANDUM**

**TO:** Tom Osborne  
General Manager of Recreation and Parks

**DATE:** December 4, 2007

**FROM:** Dan Porteous  
Manager of Recreation Services

**FILE:** GRS

**SUBJECT:** Gabriola Island Recreation Services Agreement

**PURPOSE**

To consider renewal of the Recreation Services Agreement with the Gabriola Recreation Society for the provision of local recreation services to Electoral Area B along with the Society's role in the scheduling and maintenance/operations of Rollo McClay Community Park.

**BACKGROUND**

In May of 2002 the Regional District of Nanaimo (RDN) established an agreement with the Gabriola Recreation Society (GRS) to provide recreation services to the residents of Electoral Area B, which at the time also included the scheduling of Rollo McClay Community Park.

The agreement was amended in 2006 to include the Society's role in assisting the RDN with the maintenance and operations of Rollo McClay Community Park. Given that the Society's staff person is based in an office at the Park it has been beneficial for the Society to take on a more visible and extensive role in the management of the Park and continue to work collaboratively with Regional District staff to ensure that the maintenance and operations of the Park are as effective and efficient as possible.

One change to the agreement is proposed with respect to the provision of an annual accounting report. To date the Society has been required to have an annual audit, the cost of which has almost doubled in the last five years. The Regional District itself is facing increased audit fees as a result of higher standards required from the accounting profession. Staff consider it no longer reasonable for the Society to cover this cost from within the funds targeted for recreation services and propose the following alternative. The Society will have a review engagement financial statement prepared each year. This is a less onerous level of reporting which given the limited amount of funds is still appropriate. The cost would be added to the budget for the service as a new item and would be removed from the Society's budget. Staff estimate that the additional cost will be in the range of \$1,500 to \$2,000 versus the \$3,000 minimum recently quoted to the Society for a formal audit.

Throughout the past five years the Society has been diligent in its efforts to provide quality recreation programs and services to the community it serves. The relationship with RDN staff continues to evolve and includes a shared commitment to the development and success of the programs and operations

necessary as outlined in the agreement. The current agreement expires on December 31, 2007 and a renewal of the agreement is required.

#### ALTERNATIVES

1. That the recreation service agreement with the Gabriola Recreation Society be approved.
2. That the service agreement with the Gabriola Recreation Society not be approved and alternative direction be provided.

#### FINANCIAL IMPLICATIONS

##### Alternative 1

Under this alternative the base budget for the Society is \$60,000 adjusted annually to the Consumer Price Index. This funding is provided through the Gabriola Island Recreation Service budget.

The Society will also receive \$3,000 for maintenance at Rollo McClay Park; again the amount will be adjusted annually to the Consumer Price Index. These funds are provided through the Southern Community Recreation Services budget because Rollo McClay Park is a recognized Electoral Area sports field.

The budgeted amounts are provided for in the current financial plan.

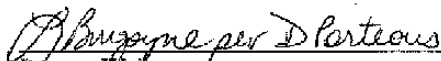
#### SUMMARY / CONCLUSION


The Gabriola Recreation Society (GRS) has been providing recreation services to the residents of Gabriola Island through an agreement with the Regional District since 2002. Recently the agreement was amended to include provisions for the Society's role in assisting the Regional District with the maintenance and operations of the Rollo McClay Community Park.


The agreement expires on December 31, 2007 and requires renewal. The Society has met all of its obligations under the agreement and staff are recommending renewing the agreement as presented for a further three year term from January 1, 2008 to December 31, 2010.

#### RECOMMENDATION

That the Recreation Services Agreement with the Gabriola Recreation Society be approved for a three year term commencing on January 1, 2008 and ending on December 31, 2010.

  
Report Writer

  
General Manger Concurrence

  
CAO Concurrence

**APPENDIX I**



**AGREEMENT**

THIS AGREEMENT made the 1st day of January, 2008

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  
PO Box 355  
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 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 manufactured building located at Rollo McClay Community Park.

“**Recreation Services**” means the services set out in Schedule ‘A’ to this Agreement.

“**Rollo McClay Community Park Management Services**” means the services set out in Schedule ‘B’ to this Agreement.

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

#### **TERM**

1. The term of this Agreement will commence on **January 1, 2008** and end on **December 31, 2010**, unless otherwise terminated under this Agreement (the “Term”). The Agreement may be renewed for further terms at the option of the Board.

#### **LEASE**

2. The manufactured building located at Rollo McClay Park has been renovated into office space suitable for administration purposes for the Society’s use during the Term of this Agreement. The following clauses are in effect for the use of the Office 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 and Park Management 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 31<sup>st</sup> of each calendar year of the Term herein. Such annual report shall include:
  - a) summary of operating results showing revenues and expenditures to December 31<sup>st</sup> 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 District's General Manager of Finance and Information Services, a budget, which reflects its anticipated income and expenses for its next fiscal year.

17. The budget shall contain details as to the funds anticipated to be required by the Society for the annual operation of the Office and its 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 General Manager of Finance and Information Services on or before the day specified by the General Manager of Finance and Information 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 General Manager of Finance and Information Services for the purpose of completing the District's budget for the following calendar year.
19. 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 the District's approval of the Society's budget which forms part of the District's overall financial plan for the relevant year.
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 and carry out its Recreation Services Plan without negligence, and in accordance with any operational guidelines as may be established from time to time by the District.
23. The District may consult the Society with respect to operational guidelines but shall retain the sole right to determine whether a guideline shall apply to the Society.
24. 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**

25. 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.

26. 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**

27. 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.
28. The Society agrees to return District owned equipment to the District upon request.

#### **INSURANCE**

29. The Society may, at its cost, take out and maintain insurance for the personal effects of the volunteers, Directors and Officers of the Society.
30. 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.
31. 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 General Manager of Financial and Information Services.
32. 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.
33. 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**

34. 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 portable 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.
35. This indemnity shall survive the expiry or sooner termination of this Agreement.

## **COMPLIANCE WITH LAWS**

36. 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.
37. The Society shall file a copy of its annual Society Act filing with the District's Manager of Financial Services.

## **DIRECTORS**

38. 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**

39. For the Recreation Services, the District agrees to pay by cheque in two equal installments the sum of **\$60,000** adjusted for each subsequent year based on the Consumer Price Index for Victoria, B.C. as at December 31 in each year of the Term in the following manner:
- a) First payment on or before January 10<sup>th</sup>;
  - b) Second payment on or before July 1<sup>st</sup>.

In addition to the amounts for the Recreation Services provided herein, the District agrees to pay by cheque in two equal installments the sum of **\$3,000** adjusted annually based on the Consumer Price Index for Victoria, B.C. as at December 31 of each year of the Term for Janitorial Services for Rollo McClay Park as outlined in Schedule 'B'. These funds will be provided for in the Southern Community Recreation Services budget and shall be paid in the following manner:

- a) First payment on or before January 10;
- b) Second payment on or before July 1.

40. The Society shall administer the funds in accordance with the budget approved by the District.
41. 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**

42. 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 General Manager of Finance and Information Services or their designate.

#### **SEPARATE FUNDS AND FINANCIAL STATEMENTS**

43. 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.
44. The Society shall maintain a separate bank account for District PAYMENTS as well as 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.
45. The Society will have prepared by a Certified General Accountant or Chartered Accountant qualified to practice publicly in British Columbia, a review engagement statement of its accounts at each Year End containing particulars of assets and liabilities, and a statement of revenue and expenditures for the year which shall include the public funds provided under PAYMENTS. The statements shall be submitted to the Manager, Recreation Services on or before February 15 following the Year End.
46. The District's auditors may rely on the Society's review engagement report, but in any case may require and shall have access to the working papers of the Society's accountant for examination during the Year End audit of the District.

#### **RIGHT OF AUDIT**

47. 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**

48. 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.

49. 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.
50. 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.
51. 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 by hand or
  - b) if mailed from any government postal outlet in the Province of British Columbia by prepaid registered mail addressed as follows:  
if to the RDN:  

Manager of Recreation Services  
Regional District of Nanaimo  
6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2
- if to the Society:
- Gabriola Recreation Society  
PO Box 355  
Gabriola, BC  
V0R 1X0
52. 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.

53. Time is to be the essence of this Agreement.
54. 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.
55. 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.
56. 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.
57. 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.
58. 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**

\_\_\_\_\_  
Chairperson

(Seal)

\_\_\_\_\_  
Senior Manager of Corporate Administration

**For the GABRIOLA RECREATION SOCIETY**

\_\_\_\_\_  
Authorized Signatory

(Seal)

\_\_\_\_\_  
Authorized Signatory

**SCHEDULE 'A'**

**Recreation Services**

The Gabriola Recreation Society (GRS), as part of this agreement will provide the following Recreation 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.

## **SCHEDULE 'B'**

### **Rollo McClay Community Park Management Services**

The Gabriola Recreation Society (GRS), as part of this agreement will provide the following Rollo McClay Community Park Management Services:

#### **GRS Responsibilities:**

1. Scheduling of Rollo McClay Fields – GRS is responsible for all field scheduling. GRS will coordinate between all sports groups, recreation programmers and special events organizers in an attempt to meet the scheduling requirements of all users. GRS will consider the wear and tear on field the when scheduling and will provide for field recovery time between heavy use groups. GRS will close the field when it is too wet for use and will inform the user groups and post signage.
2. Daily Operation of Field House including Janitorial – GRS will ensure that the Field House is clean and safe for the public. This will include regular cleaning and stocking of the washrooms, cleaning of the coach's room, cleaning and garbage pick up around the building, and coordinating the emptying of garbage containers with the contractor. Any damage, vandalism or equipment failures will be reported to the RDN immediately.
3. Daily Operation of Concession/Obtain Health Permits – GRS will ensure that the concession is clean and safe and that all equipment is in good working order. This will include regular cleaning of work surfaces and equipment before the concession opens for the season and regularly throughout the rest of the year. GRS will ensure that concession users have left the facility in a clean and working manner. GRS will coordinate with the Vancouver Health Authority (VHA) for the issuance of an operation permit. All concession renters must be food safe certified to use the facility. Any damage or major equipment failures will be reported to the RDN immediately.
4. Daily Operation of Pump House/Irrigation System – GRS will perform regular filter checks and cleaning to ensure the system remains operational. GRS will perform regular inspections to ensure that the fence around the pond is secure. Any damage, vandalism or major equipment failures will be reported to the RDN immediately. GRS will work with the contractor to set the irrigation timer to ensure that the field receives adequate water while giving consideration to the fact that the pond must remain at a level to serve the field throughout the season. The drilled well is not to be use for irrigation at any time.
5. Daily Coordination of Field Mowing and Maintenance with Contractors – GRS will coordinate with mowing and garbage contractors to ensure that service is delivered in a timely manner and that the service meets the needs of the society and field users. GRS will inform the contractor of any issues with service. GRS will follow the guidelines established by the RDN for service frequency and service standards.
6. Coordination of Permits and Commercial events – GRS will provide information, permit applications and permit requirements to parties interested in holding special events. The GRS will liaise with and provide information to the RDN and will forward the completed application and documentation.

**Regional District of Nanaimo Responsibilities:**

The Regional District of Nanaimo will, as part of this agreement, carryout and be responsible for the duties listed below.

1. General Maintenance to Field House/Well Water System – the RDN will undertake repairs to the Field House and Well Water System. This includes repairs/replacements of fixtures, doors, eaves trough and any major structural damage. The RDN will regularly test the concession water through VIHA.
2. General Pump House/Irrigation System – The RDN will repair any damage or equipment failure to the pump, pond lining, the fence surrounding the pond and the pump house building.
3. Contracting of Field Mowing – The RDN will select and award the mowing and garbage collection contracts in accordance with RDN Purchasing Policies. The RDN will pay the mowing and garbage collection contractor. The RDN will set the mowing frequencies and the standard of service.
4. Capital Improvements – The RDN is responsible for all capital improvements to the field, buildings and fixtures. The RDN will work with the GRS to ensure timely asset replacement. The RDN will create plans and the budget for asset replacement with input from the GRS. The RDN will award any contracts in accordance with District Policy.
5. Issuing of Permits – The RDN will Approve or Deny any permit application forwarded from the GRS and will notify both the GRS and the applicant of the decision. The RND reserves the right to deny any permit applications which are in contravention to the Parks Bylaw 1399 or could damage the field.

## SCHEDULE 'C'

### GABRIOLA RECREATION SOCIETY – 2007 Equipment Inventory

#### OFFICE

1 computer  
1 printer  
1 microwave  
1 T.V.  
1 V.C.R. (not working)  
4 filing cabinets  
1 long wooden cabinet  
6 black chairs  
2 office chairs  
13 gray folding chairs  
3 folding tables/ 1 non-folding  
1 large whiteboard/ 1 small corkboard  
1 dustpan & broom  
1 aluminum ladder  
1 phone/ 1 Panasonic portable stereo

#### GYMNASTICS

Incline mats – 1 small, 1 large  
1 junior jumper  
1 step/ 1 donut  
1 cartwheel mat  
Trapezoids – 1 small, 1 large  
1 large trampoline  
10 2" x 4' x 8' blue Team Skyline  
4 panel mats (medium density)  
5 2" x 4' x 8' black Team Skyline  
4 panel mats (high density)  
10 5' blue single panel mats  
10 4' blue single panel mats  
2 large 6" x 8' blue/red floor mats  
1 large rollout blue floor mat (approx. 4' x 20')

#### MISCELLANEOUS

Totes  
3 gray, 3 green, 1 blue  
1 Foosball table (at Gathering Place)  
2 large mesh net ball bags  
3 nylon mesh badminton nets  
3 Wilson beach volleyballs  
2 junior tennis racquets  
5 first aid kits

#### SOCCER

Balls  
19 (size 4); 12 (size 3)  
Pinnies  
10 red, 10 yellow, 9 blue, 9 green  
2 hand pumps  
2 metal frame soccer goals  
(at the Gathering Place)  
1 Genie 50 field liner  
4 corner markers  
8 (9") safety cones/ 20 saucer markers

#### SAILING

5 Sabots (incl. sails, rigging, etc.)  
1 utility trailer

#### SWIMMING

6 kick boards  
1 spineboard  
10 youth lifejackets

#### AEROBICS

9 2 lb. weights  
8 5 lb. weights

#### FENCING

6 masks  
8 foils  
8 jackets  
1 epee

#### BASKETBALL

Balls  
4 (7 – 9 lbs.); 1 (4 – 6 lb.)  
2 ball pumps  
Pinnies  
15 blue; 14 red

**NOTE:** Updated by Dan Porteous (RDN) with Virginia Ebbels (GRS) Nov 2007. List of items owned by the Regional District of Nanaimo, to be used by the Gabriola Recreation Society for the term of the agreement. Some of the equipment continues to age and deteriorate with use and may be removed from the updated list due to wear and damage, and/or may be replaced as necessary with respect to programming needs.



RDN REPORT	
CAO APPROVAL <i>(Signature)</i>	
EAP	
COW	
NOV 29 2007	
RHD	
BOARD	<input checked="" type="checkbox"/> Dec. 11th
Inaugural	

**MEMORANDUM**

**TO:** Tom Osborne  
General Manager of Recreation and Parks

**DATE:** November 29, 2007

**FROM:** Dan Porteous  
Manager of Recreation Services

**FILE:** CLBC

**SUBJECT:** Community Living British Columbia Services Agreement – Ravensong Aquatic Centre

**PURPOSE**

To seek Board approval to enter into a services agreement with Community Living British Columbia.

**BACKGROUND**

Community Living British Columbia (CLBC) is a Crown Agency responsible for the delivery of services to children and adults with development disabilities. CLBC is interested in contracting with the RDN to provide children in receipt of CLBC services in School District 69 with access to recreation programs.

The agreement would provide funding from CLBC to the RDN to provide one-on-one support services to facilitate inclusion for up to twenty children with developmental disabilities so they may participate in recreation programs offered through the Recreation and Parks Department. Participants would be referred from CLBC and the Department would use the funding to hire inclusion workers and coordinate the placement of children.

For many years, the Recreation Department has successfully provided limited inclusion services for children participating in Department programs, largely through assistance by volunteers and some paid workers. This new agreement would provide improved access for children, during the school year, to a greater variety of recreation program opportunities and settings, with each child eligible to participate in two programs during the term of the agreement.

The partnership between the RDN and CLBC has continued to evolve and includes a shared commitment to helping children play and learn through recreation. The term of the agreement would begin upon RDN Board approval and the signing of the agreements, and expire on June 30, 2008. Based on the outcomes of this initial term of the agreement, it may be considered for future renewal.

## **ALTERNATIVES**

1. That the services agreement with Community Living British Columbia be approved for a seven month term ending on June 30, 2008 to provide children with developmental disabilities and in receipt of CLBC services in School District 69 with access to recreation programs provided by the RDN Recreation and Parks Department.
2. To not approve the services agreement with Community Living British Columbia.

## **FINANCIAL IMPLICATIONS**

CLBC will provide funds in the amount of \$45,000 to the RDN to fulfill the obligations of the service agreement. The majority of funds will be used to hire Inclusion Workers as Term Instructors to provide one-to-one support to the children referred through CLBC. These funds will significantly enhance the delivery of inclusion services currently being provided by the Recreation and Parks Department, increasing the number of children accessing programs and enriching their lives through active participation in recreation pursuits.

The RDN will also retain seven percent of the funding, as agreed upon by CLBC, for administrative expenses associated with coordinating and implementing the services.

Any amount of funds not used is repayable to CLBC or the agreement may be renewed to provide further services.

If the service agreement is not approved the RDN Recreation and Parks Department will continue providing the limited inclusion services within the current budget envelope of \$8,000 allocated for hiring Inclusion Workers.

## **CONCLUSION**

Community Living British Columbia (CLBC) recently approached the RDN Recreation and Parks Department to provide children with developmental disabilities and in receipt of CLBC services in School District 69 with access to recreation programs through a service agreement.

Although the Department currently provides inclusion services, the program is limited in its capacity to provide for the number of families in need of such services. Entering into this agreement with CLBC will provide greater access for children with developmental disabilities to supported recreation services with one-on-one Inclusion Workers in RDN programs. The agreement would provide the RDN with \$45,000 to hire the Inclusion Workers. This unique agreement will provide invaluable resources to substantially improve current services provided and significantly benefit families most in need of these services.

The agreement would expire on June 30, 2008. RDN staff would oversee and evaluate the service to fulfill the contract responsibilities. Staff anticipate a successful delivery of service and will make future recommendations regarding the renewal of the agreement as applicable.


**RECOMMENDATION**

That the services agreement with Community Living British Columbia be approved for a seven month term ending on June 30, 2008 to provide children with developmental disabilities and in receipt of CLBC services in School District 69 with access to recreation programs provided by the RDN Recreation and Parks Department.



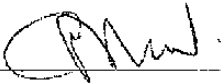
\_\_\_\_\_

Report Writer



\_\_\_\_\_

General Manager Concurrence



\_\_\_\_\_

CAO Concurrence





**CLIENT SERVICES AGREEMENT**  
(Fixed Term)

THIS AGREEMENT (the "Agreement") dated for reference the 12th day of October, 2007.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by **Community Living British Columbia**

(the "Province")

**AND:**

Regional District of Nanaimo

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

**1.0 DEFINITIONS**

1.01 In this Agreement:

- (a) "***Audit and Evaluation Protocol***" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.05;
- (b) "***Authorized Person***" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "***Component Schedule***" means a schedule signed by the parties and attached to this Agreement, which describes:
  - (i) certain Component Services to be provided by the Contractor during the Term;
  - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
  - (iii) certain other things contemplated by this Agreement;including any modifications to it made by the parties in accordance with section 15.02;
- (d) "***Component Services***" means those services set out in a particular Component Schedule;

- (e) "**Conflict Resolution Protocol**" means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) "**Contractor's Documents**" means
- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
  - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
  - (iii) any documents specified as "Contractor's Documents" in a Component Schedule
- whether complete or not;
- (g) "**Documents**" means the Contractor's Documents and the Province's Documents;
- (h) "**Implementation Protocol**" means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) "**Indemnified Person**" means the Province and each of its employees and agents;
- (j) "**Insolvency Event**" means any of the following events, as applicable
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
  - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
  - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

- (k) "**Material Change**" means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;
- (l) "**Personal Information**" means recorded information about an identifiable individual, including
  - (i) the individual's name, address or telephone number;
  - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
  - (iii) the individual's age, sex, sexual orientation, marital status or family status;
  - (iv) an identifying number, symbol or other particular assigned to the individual;
  - (v) the individual's fingerprints, blood type or inheritable characteristics;
  - (vi) information about the individual's health care history, including a physical or mental disability;
  - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
  - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) "**Program Standards**" means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) "**Province's Documents**" means:
  - (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
  - (ii) any documents specified as "Province's Documents" in a Component Schedule,

whether complete or not;
- (o) "**Services**" means all Component Services as specified in one or more Component Schedules;
- (p) "**Subcontractor**" means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) "**Term**" means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

## **2.0 TERM**

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on November 1, 2007 and ends on June 30, 2008. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

## **3.0 SERVICES**

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

## **4.0 STANDARDS**

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.

- 4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:
- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
  - (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.
- 4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.
- 4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.
- 4.05 The Program Standards are part of this Agreement even though not attached to it.

## **5.0 PAYMENT**

- 5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.
- 5.02 The parties must comply with the payment provisions set out in all Component Schedules.
- 5.03 The Province's obligation to pay money to the Contractor under this Agreement is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.
- 5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

## **6.0 COMPONENT SCHEDULES**

- 6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.

- 6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.
- 6.03 The Component Schedules are part of this Agreement even though not attached to it.
- 6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

## 7.0 REPORTS AND RECORDS

- 7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.
- 7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.
- 7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.
- 7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.
- 7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.
- 7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.

## 8.0 OWNERSHIP

- 8.01 The Contractor acknowledges and agrees that the Province exclusively owns:
- (a) the Province's Documents, including copyright therein;
  - (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and
  - (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

## 9.0 AUDIT AND SERVICE EVALUATION

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
- (a) under \$50,000, no financial reporting is required for that fiscal year;
  - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
  - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
  - (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.

If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.
- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.

- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
- a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
  - b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

## **10.0 INSURANCE AND INDEMNITY**

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

## **11.0 ASSIGNMENT AND SUBCONTRACTING**

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure



that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.

- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

## **12.0 ENDING OF AGREEMENT**

- 12.01 This Agreement will end upon any of the following events:
  - (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
  - (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
  - (c) a party has given to the other party 30 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.
- 12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.
- 12.03 A Component Schedule will end upon any of the following events:
  - (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
  - (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed. or

(c) this Agreement has ended under section 12.01.

- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
    - (i) the Province's Documents, and
    - (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
  - (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

### **13.0 CONFLICT RESOLUTION**

- 13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.
- 13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

#### **14.0 NOTICES**

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

#### **15.0 MISCELLANEOUS**

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out

in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by Quality Service Manager and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

## **16.0 INTERPRETATION**

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.
- 16.03 In this Agreement, unless the context otherwise requires:

- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.

Certification and Approval:

The parties have executed this Agreement as follows, which shall become binding upon CLBC only after it has been signed by all of: the first signatory of CLBC; the Contractor; and the second signatory of CLBC:

**CERTIFIED** by an authorized representative of Community Living British Columbia on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**APPROVED** by an authorized representative of Community Living British Columbia on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**SIGNED** by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 CLBC Representative  
 Print Name:  
 Print Title: Analyst

\_\_\_\_\_  
 CLBC Representative  
 Print Name:  
 Print Title:

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



COMMUNITY LIVING  
BRITISH COLUMBIA

Regional District of Nanaimo  
Parksville Family Support

## COMPONENT SERVICES SCHEDULE

Component Schedule No. KL1160CK01

**(FUNDING PERIOD 2007-11-01 - 2008-06-30)**

### PART I: INTRODUCTION

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 12th day of October, 2007 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

### PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on November 1, 2007 and ends on June 30, 2008 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

### PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS

#### *Desired Outcomes*




- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
  - (a) The rights and best interests of children are reflected in the way supports and services are delivered to children and families.
  - (b) Families, children and youth have a lead role in the planning for goals, supports and services that meet their needs and interests.
  - (c) The needs, including health and safety, of children and families are met through flexible, diverse, and timely supports and services.
  - (d) Children and their families experience full inclusion as citizens in their communities.
  - (e) Children and families are served in a manner that reflects ethnic and cultural beliefs and values.

- (f) Aboriginal children and families are served in a manner that is in accordance with aboriginal values and traditions.

The parties acknowledge that the Contractor does not warrant that the desired outcomes will be achieved.

**Service Deliverables**

3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:

- (a) Family support to enable children to access community based recreational activities; *provided by RDN Recreation and Parks.* 
- (b) Children ages six to nineteen, residing in School District 69 who are in receipt of services through Community Living B.C;
- (c) Families will be expected to pay the basic program fee except in cases of extreme financial hardship. Those families will be identified by staff of CLBC;
- (d) RDN Recreation and Parks Dept. will receive funding to provide a one to one support worker to facilitate inclusion;
- (e) The support workers may be current RDN Recreation and Parks Dept. employees or they may be individuals identified by the family. Family Support Workers identified by the family must meet the hiring requirements of the RDN Recreation/Parks Dept.;
- (f)  Children will be referred to the program by a CLBC employee; all referrals will go <sup>to</sup> the Cathy MacKenzie. Maximum number of children served will not exceed twenty;
- (g) Transportation is the responsibility of the family;
- (h) Funding to be reviewed at the fiscal year ends of the RDN Recreation/Parks Dept.(Dec.31/07) and CLBC (March 31/08) and at the end of the contract.
- (i) The identified child is eligible to participate in two programs offered in the Recreation Guide during the course of this contract.
- (j) The activities selected by the contractor must reflect the skills and abilities of the participants.
- (k) Activities which may be considered higher risk, will require parental/guardianship written approval prior to occurring.
- (l) *RDN Recreation and Parks will retain 7% of the funding for administrative costs associated with these services.* 

- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.
- 3.4 A schedule of the persons to be served (listing of individuals), along with program names and locations funded under this agreement is set out under Attachment 1 to this Component Schedule for all Residential type contracts. The Contractor will submit to the Province, prior notification of any changes made to those individuals listed on Attachment 1.

#### ***Policies and Standards***

- 3.5 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:

(a) **NOT APPLICABLE**

- 3.6 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

(a) **NOT APPLICABLE**

#### ***Operational Principles***

- 3.7 The parties agree that the following operational principles apply to the provision of the Component Services:

- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
- (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

#### ***Advocacy***

- 3.8 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

#### ***Cultural Competency***

- 3.9 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated



into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

***Religious Belief or Religious Affiliation***

- 3.10 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

***Client Complaint Resolution***

- 3.11 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
  - (b) informing the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

**PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS**

***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$45000.00 in the aggregate for providing the Component Services during the Funding Period.

***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) A One Time Only payment in the amount of \$45,000.00, payable on or about November 15, 2007.

***Unearned Revenue***

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or

- (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.

4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.

4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:

- (a) **NOT APPLICABLE**

#### **PART V: STATEMENTS AND REPORTS**

5.1 The Contractor will submit Semi-Annually to the Province reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:

- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
- (b) a description of the clients who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services), and

5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending December 31, 2007. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

#### **PART VI: INFORMATION MANAGEMENT PLAN**

##### ***Definitions***

6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province or N/A.

##### ***Document Ownership***

6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:

- (a) **NOT APPLICABLE**

- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) **NOT APPLICABLE**
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

### ***Information Systems***

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

**PART VII: GENERAL**

***Property***

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:

(a) **NOT APPLICABLE**

- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:

(a) **NOT APPLICABLE**

***Building Code***

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Facility Act*.

***Business Registration***

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

***Permits and Licenses***

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:

(a) **NOT APPLICABLE**

***Insurance***

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

***Workers' Compensation Board (WCB)***

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

***Subcontractors***

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

(a) NOT APPLICABLE

***Contact Information***

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: 3090 Barons Road, Nanaimo BC V9T 4B5

Fax Number: (250) 751-0133

Address and fax number for notices to the Contractor:

Address: 830 W. Island Highway, Parksville BC V9P 2X4

Fax Number: ()

***Authorized Persons***

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:

(a) Quality Service Office staff.

- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

(a) NOT APPLICABLE

***Termination***

- 7.12 For the purposes of section 12.03(b) of the Agreement, 30 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

## **PART VIII: SERVICE SPECIFIC PROVISIONS**

### ***Criminal Records Check***

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Anyone over the age of 18 who is providing respite services.
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
  - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
  - (c) all other related procedures have been followed.

### ***Waivers Of Liability relating to Services to Children***

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

### ***Rights of Children in Care***

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
  - (b) be involved in decisions that affect them;
  - (c) know about plans for their care;
  - (d) have their own belongings and privacy;
  - (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
  - (f) not be punished physically or in any other abusive way;
  - (g) have their language and culture respected;
  - (h) take part in social and recreational activities;
  - (i) know about and be helped in contacting the Child, Youth and Family Advocate;
  - (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
  - (k) know their rights and how to enforce them.

**PART IX: CONFLICT RESOLUTION OFFICIALS**

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Quality Service Manager	Superintendent of Recreation Programs <i>[Signature]</i>
Stage Two:	VP Quality Service	Manager of Recreation Services
Stage Three:	CEO	General Manager of Recreation and Parks

Certification and Approval:

The parties have executed this Component Schedule as follows, which shall become binding upon CLBC only after it has been signed by all of: the first signatory of CLBC; the Contractor; and the second signatory of CLBC:

**CERTIFIED** by an authorized representative of Community Living British Columbia on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**APPROVED** by an authorized representative of Community Living British Columbia on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**SIGNED** by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 CLBC Representative  
 Print Name:  
 Print Title: Analyst

\_\_\_\_\_  
 CLBC Representative  
 Print Name:  
 Print Title:

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

# ATTACHMENT 1

## Schedule of Persons Served – Residential Contracts

Attachment 1 to Component Schedule No. KL1160CK01

{List total contract funding by program and by individual with full names and contract funding}

PROGRAM NAME/LOCATION	MONTHLY FUNDING AMOUNT	INDIVIDUAL'S NAME	DATE OF BIRTH



## ATTACHMENT 2 - Insurance Requirements

### Attachment 2 to Component Schedule No. KL1160CK01

#### *Insurance*

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP).
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

#### *Insurance and Indemnity*

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
  - (a)



RDN REPORT	
CAO APPROVAL	
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RHD	
BOARD	✓ DEC 11/11
Inaugural	

## MEMORANDUM

**TO:** Carol Mason  
Chief Administrative Officer

**DATE:** December 4, 2007

**FROM:** Linda Burgoyne  
Administrative Assistant

**SUBJECT:** Departmental Accomplishments for 2007

### PURPOSE:

To provide the Board with a summary of departmental highlights listing major projects achieved in 2007.

### BACKGROUND:

All departments of the regional district continued to have a very busy and productive year in 2007. Following is a summary of activities and accomplishments.

#### Corporate Services

##### **Corporate Administration:**

- Ratification of a three year Collective Agreement with CUPE
- Completed over 70 recruitment opportunities
- Updates to the Health & Safety Program
- Provided health and safety training opportunities to staff
- Distributed over \$20,000 in grants-in-aid funds to community organizations for social programs and services (see attached)
- Enhancements to the website
- Produced three newsletters for each of seven electoral areas
- Coordinated three regional perspectives publications, including special publications on the state of sustainability report and the budget and financial plan
- Assisted in the coordination of various events including:
  - Greater Nanaimo Pollution Control Centre Gas Tax Transfer Funding Event
  - Warren and Bruce Cook Wildlife Habitat Canada Forest Stewardship Recognition Award presentation by the Lieutenant Governor
  - Nanaimo Regional Transit Biodiesel Launch
  - Barclay Crescent Plaque dedication
- New Recreation and Parks brochures and signage (photography and text)
- Ongoing Regional Growth Strategy communications initiatives
- Assisted with emergency response to flooding in Electoral Areas 'A' and 'G' (public information officer role)

- Maintained and built media relations with reporters and management at all local media outlets
- Produced media releases and provided photography for all major RDN press events, including Top Bridge Crossing Official Opening, Warren Cook Presentation, GNPCC Gas Tax Transfer Funding, ProPASS Launch
- Participated on the Transit Branding Task Force

#### **Finance**

- The Duke Point Sewer formula and boundaries were amended for the Cedar Sewer Service
- A new service was established for the Cedar Sewer Service to connect properties to a collector system
- An agreement for the Cedar Estates Office Works was concluded with the developer of a property in Cedar to construct a sewer line servicing the urban core
- Meadowood Fire succeeded with a petition in March 2007 to establish a service to pay for the construction of a new firehall and to purchase equipment
- An examination of the fire protection boundaries for the Yellowpoint/Waterloo Fire Protection area was concluded with a recommendation to transfer authority to the North Cedar and Cranberry Fire Districts
- Municipal fire service contract agreements were concluded for Electoral Area 'G' to cover the next five year period to 2012
- Telus local calling area proceeded to examine cost implications of expanding local calling service between RDN and Cowichan Valley Regional District
- The Regional Hospital District examined cost sharing models for major capital projects and concluded that the governance model should focus on future efforts to change the formula
- The Regional Hospital District introduced reports to recommend cost sharing in three new major capital projects at the Nanaimo Regional General Hospital in the amount of \$17.5 million

#### **I/T and GIS:**

- The examination of a new property database system was concluded
- The storage area network was expanded and implemented
- Reorganization of the region wide network addressing system
- New wide area network infrastructure was implemented
- The 2007 land inventory analysis data was prepared and assembled
- Solid waste routing (comparing utility billing data with address locations) was mapped and analysed
- Address and road location map booklets were prepared and produced for participating fire departments to assist with 911 dispatch
- Mapping of water and sewer infrastructure continued and was enhanced by adding link data for the asset management system
- Arranged for new orthophotos, a high resolution photo layer for the web map
- A digital index for the 1968 and 1972 air photos was developed
- Mapped the 2006 Census data
- Right-of-way maps for the Utilities Department were revised
- Upgrades were completed to the GIS systems server
- Installation and configuration of GIS software upgrade
- Prepared the Area 'G' OCP mapping and analysis information
- Prepared Lantzville parks plan, Lantzville water service bylaw maps, and Lantzville zoning bylaw amendment maps and subject property maps

Development Services

**Building and Bylaw Services Department:**

- A public information sheet was created providing the minimum standards for information required when applying for a building permit
- A "PaperVision" database was established for digital record storage and retrieval of building permit files for the years 2003 to 2005. Files will be converted and stored on an annual basis as a more effective alternative to micro filming. The Bylaw Enforcement files will be digitally converted in 2008.
- Participated in the RFP and selection process for the property information database system
- Internal process changes have been phased in to enhance our client service efficiency and to prepare for the property database implementation
- Staff are continuing work on website enhancements and public information packages

**Emergency Planning:**

- One flood response occurred in January and the Provincial Emergency Program (PEP) provided for all costs
- Recovery work arising from the November 2006 storms and flooding continued. 80% of costs were recovered from PEP.
- The 2007 storms have begun and recovery work will begin again with the current flooding issues
- A total of seven Emergency Social Services (ESS) Level I activation/call outs occurred
- The Emergency Coordinator gained practical experience in Fraser-Fort George Regional District during the Spring 2007 Freshet flooding event
- Emergency radio communications were installed in the RDN Board Room (the primary emergency coordination center)
- Emergency reception centers were made operational, Managers for each location were designated, and the Regional reception centre activation plans were established
- A regional resource data base was developed
- Five days of Emergency Management training for RDN staff and stakeholders was completed and included participation in a multi-jurisdictional interface fire table top exercise with a separate field component
- Twenty public awareness presentations and community events were attended
- Seven new Neighborhood Emergency Preparedness (NEP) groups were established
- The Integrated Emergency Planning Grant Project Management team continued working with municipalities and First Nations to increase ESS capacity regionally
- Grant funding for project management for West Nile Virus field surveillance and public awareness for RDN and the City of Parksville continued
- Grant project management for Community Wildfire Protection Plans continued
- Collaborative work on risk mitigation issues continued with Development Services staff regarding the subdivision, house numbering, development permit and OCP processes where the Emergency Planning perspective is applicable

**Current Planning:**

- The development approval procedures for development permits and development variance permits were reviewed and revised

- A digital copy of Zoning Bylaw No. 500 was reviewed, reformatted and posted on the RDN website to improve public access to information
- Organized and participated in four public information meetings and six public hearings
- Participated in Parks and Open Space Advisory Committee meetings regarding ten referrals for the dedication of parkland and/or park use
- A 'same-day' response to public information inquiries was maintained
- Participated in the RFP and selection process for the property information database system
- Staff participated in professional development opportunities through the Planning Institute of BC and other institutions focusing on environmental protection, riparian area regulations and legal issues
- Participated in outreach to local development organizations and Malaspina University College to highlight development issues and spread awareness of RDN initiatives

**Long Range Planning:**

- Established a work plan and a consultation plan for the Regional Growth Strategy (RGS) review
- Completed the following background reports for the RGS review:
  - Land Inventory and Residential Capacity Analysis
  - Population and Housing Change in the Nanaimo Region, 2006-2036
  - Implications of the State of Sustainability Report for the Regional Growth Strategy Review
- A special version of the Regional Perspectives newsletter was published on the State of Sustainability Report
- A public workshop on the State of Sustainability was held and the workshop results were published
- The new Official Community Plan was drafted for Electoral Area 'G' and an extensive public consultation process was conducted
- Initiated a land inventory analysis for Cedar Village Centre
- Assisted the Regional Growth Management Advisory Committee (RGMAC) to develop recommendations for a sustainable future and to develop a Sustainability Recognition Program

Environmental Services

**Engineering:**

- The Barclay Crescent sewer project was completed providing sewer servicing to approximately 235 properties in the Barclay Crescent area of French Creek. Funding for the project was provided by the Province, the Federal Government and service area residents
- Commencement of the Cedar Sewer Project which will provide community sewers to the Cedar Village commercial area and other commercial and residential properties along Cedar Road

**Liquid Waste Department:**

- The Liquid Waste Department's ISO 14001 Environmental Management System was successfully audited in July 2007 by Price Waterhouse Coopers. There were no non-conformities found during the audit
- Malaspina University College and SYLVIS Environmental have partnered to beneficially reuse 100% of RDN biosolids resulting in 5,000 tonnes of material diverted from the regional landfill
- As a result of on-going identification and resolution of odour sources, the number of odour complaints related to the FCPCC was reduced by 50% compared to 2006

- Completed a number of treatment plant improvements at the FCPCC at a total project cost of \$2.7 million, \$1.2 million of which was funded by federal/provincial grants
- A sludge handling capacity project was initiated at the GNPCC. The total project cost was \$3.4 million, \$3.3 million of which is funded by a federal/provincial grant
- A cogeneration project at the GNPCC, which will utilize biogas from the treatment process to produce enough electricity for over 250 homes, has been approved with over \$2.6 million in federal/provincial grants
- Established a Regional Liquid Waste Advisory Committee to assist in reviewing the RDN's Liquid Waste Management Plan
- Created an Asset Management Plan for the Liquid Waste Department's \$250 million of existing infrastructure
- Completed development cost charge reviews for FCPCC and GNPCC

#### **Solid Waste Management:**

- Developed a construction/demolition wood waste diversion strategy to save landfill space and generate economic activity
- Launched a 12 month residential food waste collection field test for 2,000 households on three collection routes
- Completed a design and operations plan for the Regional Landfill to coordinate capital cost estimates for key long-term infrastructure projects
- Completed a review of the Church Road Transfer Station to assess future facility upgrades and expansion requirements
- Tendered and awarded construction of the interim closure project at the Regional Landfill
- Tendered and awarded the supply of a new loader for the Church Road Transfer Station, and a new tandem axle truck and a contract for security services at the Regional Landfill
- Completed the RDN Corporate Climate Change Plan which identifies measures to reduce greenhouse gas emissions to 4 percent below 2004 levels by 2012
- Collaborated with the City of Nanaimo, City of Parksville, Town of Qualicum Beach and District of Lantzville to complete their Corporate Climate Change Plans

#### **Utilities**

- Developed a RDN Drinking Water-Watershed Protection Action Plan
- An innovative water use and re-use study was completed
- Completed the 2007 WaterSmart Education Outreach Program
- Completed the Nanoose Bay Peninsula Water Service Area (NBPWSA) Iron & Manganese Removal Pilot Study
- The NBPWSA Ground and Surface Water Sourcing Study was completed
- Initiated a sewer servicing project for Flamingo/Surfside (Area 'G') neighbourhoods
- Completed the Water Use Bylaw - Sprinkling Regulations Best Practices Review
- Initiated the System Control and Data Acquisition (SCADA) Project Study
- Completed the Rumming Road Water System Assessment Review
- Rehabilitated Fairwinds #2 and Nanoose #4 wells
- The Utilities Department Operating Procedures Manual was finalized

Recreation and Parks Services

***Recreation Coordinating Functions***

- The department's new on-line registration program was implemented
- Leaders in Training and Junior Leaders in Training programs offered a wealth of volunteer service to a variety of community special events hosted throughout the year in District 69
- The department hosted the annual Terry Fox Run raising approximately \$9,000
- Staff worked with School District 69 to develop an annual "Eat Well, Get Moving" challenge as part of the 2010 Active Communities program with over 650 participants in the first year of the challenge
- An Active Communities Grant of \$2,500 was received for the purchase of pedometers for a Fall Oceanside Walking Challenge program that included approximately 165 participants
- A very successful summer set of programs and camps for children was hosted, which included increased numbers in preschool camps and the summer drop-in Playground Program
- The Steve Nash Basketball program was implemented. This program has been developed and hosted in communities throughout BC
- Community and Youth Grants totaling approximately \$70,000 were provided to a variety of organizations providing recreation related services in District 69 (see attached)
- The department collaborated with the RCMP regarding the "Positive Tickets" program for youth observed in presenting positive behaviours and rewarded with free swim and skate passes to Oceanside Place and Ravensong Aquatic Centre
- Worked in partnership with School District 69 and Lighthouse Recreation Commission to obtain a grant to cooperatively plan and implement a successful two week Summer Camp for children at Bowser Elementary in Area 'H'
- As part of the decentralized recreation services emerging from the Recreation Services Master Plan the department hired a part time Recreation Programmer to work in Area 'H' and established a recreation services agreement with the Arrowsmith Enhancement Society in Area 'F'
- A new Recreation and Culture Commission was established in Area 'A' to address local recreation services
- Staff worked with a family and the local Rotary Club in Parksville to develop a Skate Park "jump" in memory of their son who passed away
- Partnered with the City of Parksville and the Parksville Beach Club to erect a new electronic sign at the Parksville Community Park to promote key information to the public
- The department supported the Family Resource Association in its successful efforts to develop a Youth Outreach Bus
- Entered into an agreement with Community Living BC that provides \$45,000 in funding to the RDN to enhance inclusion services to children with developmental disabilities to access recreation programs
- Collaborated with the School District to apply for a grant to implement a feasibility study for a track and field facility in District 69

***Ravensong Aquatic Centre***

- Provided access to over 800 girl guides at Ravensong Aquatic Centre over a five day period during an International Girl Guide Rendezvous held in Parksville
- Hosted the 50th Anniversary of the Ocean Mile Swim and the swim portion of the annual Qualicum Beach triathlon
- Implemented a new "Free to Be Me!" program for children with disabilities

- Worked with Kwilikum Senior Secondary School to provide pool time for “Get Moving” classes for students as part of their physical education curriculum

#### ***Oceanside Place***

- In partnership with the Minor Hockey Association, School District 69, and the Family Resource Association, the department developed the Oceanside Community Hockey Program which received a grant of \$25,000 from True Bell
- Hosted the following functions:
  - Ballenas Secondary School commencement ceremonies with approximately 1400 in attendance
  - Vancouver Island Junior “B” All-Star game and an Alumni game that included former Vancouver Canucks
  - TOPS (Take off Pounds Scnsibly) conference with approximately 1,200 delegates in attendance
  - Spirit of BC Skate/Swim events held in celebration of the countdown to the 2010 Olympics
- Working with the host community of Port Alberni and other neighbouring communities, began the initial planning stages for hosting the 2009 Under 17 World Hockey Challenge

#### ***Regional Parks***

- The Englishman River Regional Park Management Plan was initiated for completion in 2008
- Completed work on the Englishman River Regional Park Spawning Channel
- Initiated the Regional Parks DCC's Review for the board's consideration in 2008
- Made a Nominal Rent Tenure application for Mount Arrowsmith as a Regional Park
- Undertook hazard fire prevention work at Mt. Benson Regional Park
- Developed a group campsite and established wells at Home Lake Regional Park
- Produced and assembled over 250 signs which were funded by the UBCM Tourism Program. Installation is underway.

#### ***Community Parks***

- Assisted in coordinating a presentation by the Lieutenant Governor to Warren Cook for the Governor General's Wildlife Habitat Canada Forest Stewardship Recognition Award
- Armouring was completed on Mudge Island Beach to prevent further erosion of the community park land and at a First Nation midden site on Gabriola Island
- Stairs were installed at Spring Beach Access and Joyce Lockwood Community Park on Gabriola Island
- The Nelson Road Kayak Ramp was completed
- RAR and ALR processes were completed for a skateboard park in Cedar
- The Area 'F' Parks and Open Space Advisory Committee was initiated
- A playground was installed at Dashwood Community Park
- The playground design was completed for Thelma Griffiths Park
- Upgrading was completed at Dunsmuir Park by fencing the tennis court and adding a new washroom facility
- Repairs were completed at the San Paniel Boardwalk from damage caused by the 2006 winter storms
- Department staff attended 40+ parks advisory committee meetings



*Trails and Bridges*

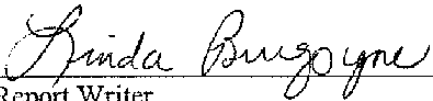
- The Top Bridge Crossing was completed providing an 80 metre pedestrian suspension bridge over Englishman River
- New trails were completed for the Deep Bay Community Park and Top Bridge Regional Trail
- Bridge repairs or replacements were done at Wildwood Community Park, Errington Community Park and Arrowsmith Regional Trail
- Storm damage clean up was done at Wildwood Community Park and Lighthouse Country Regional Trail
- The infrastructure grant application for Nash and Ridgewell Creeks at the Lighthouse Country Regional Trail was completed


Transportation Services

- Through its partnership with the Downtown Nanaimo Partnership group, Transit provided service for passengers on ten cruise ships totaling 4,200 customers
- The Department established the employer pass launch with Malaspina University College
- New information posts for customers were installed at main Transit exchanges which will make the system easier to use
- The Friday movie bus between January and October, transported over 3,300 people between Qualicum Beach and Nanaimo. This special run has been so popular that extra buses have been required
- Five new Nova buses were secured, arriving in December 2007. These include four replacement buses and one new to the fleet
- Two new Handy Darts buses were secured as replacements and will arrive in January 2008
- The Transit fleet is now running on B-20 Bio-Diesel which will help the region reduce the amount of greenhouse gases emitted
- The Vehicle Improvement Project (VIP) was implemented - a 100% BC Transit funded project focusing on body repair of the RDN transit fleet
- The Crown Rust Project, another 100% BC Transit funded project was implemented targeting the conventional fleet with a rust inhibitor
- An on line commercial vehicle inspection program was established
- A temporary body work bay was constructed
- Installed a new Zonar software system that tracks fleet fuel and kilometers. This system will soon be expanding to track the entire fleet
- Approved a Transit expansion that includes 50% more Sunday service to be implemented in 2008.

**RECOMMENDATION:**

That the Board receive the summary of activities and departmental accomplishments of the Regional District of Nanaimo for 2007.

  
Report Writer

  
CAO Concurrence

## GRANT-IN-AID FUNDS PROVIDED IN 2007

### General Grants-in-Aid

#### June 2007

##### **School District 68 Grants:**

Cedar School & Community Enhancement Society	\$	400
Hope Centre	\$	880
Nanaimo Search & Rescue	\$	880
People for a Healthy Community on Gabriola Society	\$	500

##### **School District 69 Grants:**

District 69 Family Resource Association	\$	2,000
Friends of Nanoose Library	\$	750
Mount Arrowsmith Pipe Band Association	\$	1,275
The Nature Trust of BC	\$	1,500
Oceanside Community Response Network	\$	600
Parksville & District Historical Society	\$	330
Parksville Garden & Parkland Society	\$	1,000

#### October 23, 2007

##### **School District 68 Grants:**

CatNAP (Cats Needing Aid & Protection)	\$	500
Cedar Community Policing	\$	427
Jonanco Hobby Workshop	\$	400
Nanaimo Search & Rescue	\$	462

##### **School District 69 Grants:**

Arrowsmith Search & Rescue Society	\$	1,000
Errington & District Volunteer Fire Department	\$	2,500
Errington Preschool Parents Society	\$	400
Nanoose Bay Catspan	\$	2,300
Royal Canadian Legion (Ladies Auxiliary)	\$	2,100

## District 69 Community Grants & Youth Grants

### *March 2007*

Bard to Broadway Theatre Society – Pacific Vocal Institute materials and venue rentals	\$ 2,500
Errington Therapeutic Riding Association – program expenses and equipment	\$ 2,500
Lighthouse Recreation Commission – Newcomers Night – event hall rental and event costs	\$ 645
Lighthouse Recreation Commission – program costs	\$ 2,500
Oceanside Floor Curlers – equipment	\$ 2,000
Parksville Association for Community Living – Christmas Party 2007	\$ 1,500
Parksville Seniors Athletic Group – slo-pitch equipment	\$ 932
Bard to Broadway Theatre Society – Sr. Teen Acting Group – venue rental; materials and supplies	\$ 2,500
Erick Goetzinger BMX Society – rebuilding and resurfacing of track	\$ 3,500
Nanoose Bay Parent's Advisory Council – Camp at Hornby Island for at risk youth	\$ 1,500
Qualicum Beach Fire Department – Boot Camp program costs	\$ 2,500
Young Life Oceanside – purchase sound equipment	\$ 2,500

### *June 2007:*

Deep Bay Canada Celebration – fireworks show	\$ 2,000
D69 Family Resource Association (Family Days) – signage, races, pre-parade/parade and advertising expenses	\$ 2,450
Forward House Community Society – supplies and equipment to revitalize greenhouse	\$ 1,800
Parksville & District Association for Community Living – “Operation Trackshoes” – bus transport and t-shirt expenses	\$ 1,050
Ravensong Aquatic Club – pool rental, equipment and stationary	\$ 1,800
Rotary Club of Qualicum Beach – event shortfall	\$ 3,000
The Old School House Arts Centre – facility and equipment rental and transportation	\$ 2,090
Vancouver Island Opera – costumes and scenery	\$ 900
Arrowsmith Community Enhancement Society – program supplies	\$ 1,510
D69 Family Resource Association – surf equipment	\$ 1,600
Oceanside Kidfest Committee – youth activity supplies	\$ 1,000
Oceanside Arts Council n- production costs	\$ 850
One Five One – Art Speak Gala – supply and event costs	\$ 1,381
Parksville Lawn Bowling Club – equipment	\$ 2,000
Parksville Lions Club – form material for skate park jump	\$ 1,200

### *November 2007:*

Arrowsmith Mountain Bike Club – bikes for financially needy youth	\$ 2,500
District 69 Family Resource Association – youth bus retrofit	\$ 4,767
District 69 Minor Softball – uniforms and equipment	\$ 2,625
KSS Dry Grad	\$ 1,250
Oceanside Baseball – batting cage equipment	\$ 2,500
Parksville Curling Club – junior program equipment	\$ 2,000
Dashwood Recreation Commission – playground equipment	\$ 4,000
Errington Therapeutic Riding Association – insurance	\$ 1,000
Panters Hockey – goalie equipment	\$ 2,140
Rotary Club of Qualicum Beach – facility rental	\$ 2,875