

REGIONAL DISTRICT OF NANAIMO

**REGULAR BOARD MEETING
TUESDAY, OCTOBER 27, 2009
7:00 PM**

(RDN Board Chambers)

A G E N D A

PAGES

1. CALL TO ORDER

2. DELEGATIONS

Bruce Halliday & Jim Whiteaker, Port Theatre Society, re Annual Update.

3. BOARD MINUTES

10-17 Minutes of the regular Board meeting held September 22, 2009.

4. BUSINESS ARISING FROM THE MINUTES

5. COMMUNICATIONS/CORRESPONDENCE

6. UNFINISHED BUSINESS

BYLAWS

For Adoption.

Bylaw No. 975.51 – Amends the Pump & Haul Service Establishment Bylaw - Area ‘E’. (All Directors – One Vote)

That “Regional District of Nanaimo Pump & Haul Local Service Area Amendment Bylaw No. 975.51, 2009” be adopted.

This bylaw amends the Pump & Haul service establishment bylaw by reducing the service area boundaries to exclude one Area ‘E’ property.

7. STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS

7.1 ELECTORAL AREA PLANNING STANDING COMMITTEE

18-19 Minutes of the Electoral Area Planning Committee meeting held October 13, 2009.
(for information)

PLANNING

DEVELOPMENT PERMIT APPLICATIONS

Development Permit Application No. PL2009-745 - O'Connor - 750 Parry's Park Road - Electoral Area 'G'. (Electoral Area Directors except EA 'B' – One Vote)

That Development Permit Application No. PL2009-745, to permit the construction of an addition to a residential dwelling be approved subject to the conditions outlined in Schedules No. 1 to 3.

Development Permit Application No. PL2009-781 - Christopher Turko on behalf of Cheung - 1895 Stewart Road - Electoral Area 'E'. (Electoral Area Directors except EA 'B' – One Vote)

That Development Permit Application No. PL2009-781 in conjunction with a bare land strata subdivision, be approved subject to the conditions outlined in Schedules No. 1 and 2 of the corresponding staff report.

Development Permit Application No. PL2009-790 - King - 1975 Widgeon Road & 3005 Oakdowne Road - Electoral Area 'H'. (Electoral Area Directors except EA 'B' – One Vote)

That Development Permit Application No. PL2009-790, in conjunction with a two lot subdivision, be approved subject to the conditions outlined in Schedules No. 1 and 2.

DEVELOPMENT PERMIT WITH VARIANCE APPLICATIONS

Development Permit with Variances Application No. PL2009-748 - Law & Parker – 3417 Carmichael Road - Electoral Area 'E'. (Electoral Area Directors except EA 'B' – One Vote)

Delegations wishing to speak to Development Permit with Variance Application No. PL2009-748.

That Development Permit with Variance Application No. PL2009-748 to permit the construction of a single dwelling unit be approved subject to the conditions outlined in Schedules No. 1 to 4.

DEVELOPMENT VARIANCE PERMIT APPLICATIONS

Development Variance Permit Application No. PL2009-498 - Ewasiuk & Anderson - 3617 Dolphin Drive - Electoral Area 'E'. (Electoral Area Directors except EA 'B' – One Vote)

Delegations wishing to speak to Development Variance Permit Application No. PL2009-498.

That Development Variance Permit Application No. PL2009-498, to permit the repair and construction of retaining walls, and to legalize the height and location of an existing dwelling unit be approved subject to the conditions outlined in Schedules No. 1 to 5.

7.2 COMMITTEE OF THE WHOLE STANDING COMMITTEE

20-26 Minutes of the Committee of the Whole meeting held October 13, 2009. (for information)

COMMUNICATIONS/CORRESPONDENCE

Liz Williams, City of Nanaimo, re Request for Additional Bus Service. (All Directors – One Vote)

That the correspondence from the City of Nanaimo requesting additional bus service to accommodate the Torch Relay Community Celebrations, be received.

Andrew Brown, Mount Arrowsmith Biosphere Foundation, re RDN Appointment to Mount Arrowsmith Biosphere Foundation. (All Directors – One Vote)

That the correspondence from the Mount Arrowsmith Biosphere Foundation requesting that a RDN representative be appointed to the Foundation, be received.

FINANCE AND INFORMATION SERVICES

FINANCE

Bylaw No. 1582 - To Establish a Reserve Fund for the Emergency Planning Service. (Electoral Area Directors – 2/3 Weighted)

- 1. That "Emergency Planning Service Capital Reserve Fund Bylaw No. 1582, 2009" be introduced and read three times.*
- 2. That "Emergency Planning Service Capital Reserve Fund Bylaw No. 1582, 2009" be adopted.*

Bylaws No. 794.07, 821.07, 1001.03 – To Amend the Boundaries of the French Creek, Errington and Parksville Fire Protection Service Areas. (All Directors – One Vote)

- 1. That “French Creek Fire Protection Local Service Area Boundary Amendment Bylaw No. 794.07, 2009” be introduced, read three times and forwarded to the Inspector of Municipalities for approval.*
- 2. That “Errington Fire Protection Local Service Area Amendment Bylaw No. 821.07, 2009” be introduced, read three times and forwarded to the Inspector of Municipalities for approval.*
- 3. That “Parksville (Local) Fire Protection Local Service Area Boundary Amendment Bylaw No. 1001.03, 2009” be introduced, read three times and forwarded to the Inspector of Municipalities for approval.*

Dashwood Fire Protection Service – Renewal of Agreement to Provide Fire Hydrant Maintenance Services to the Little Qualicum Waterworks District. (All Directors – Weighted Vote)

That the renewal of a fire hydrant maintenance agreement between the Regional District of Nanaimo and the Little Qualicum Waterworks District covering an initial renewal period of January 1, 2007 to December 31, 2012 be approved as presented.

Bow Horn Bay, Coombs Hilliers, Dashwood, Errington & Nanoose Fire Protection Services – Agreement for Provision of First Responder Services. (All Directors – Weighted Vote)

That the Board approve entering into a Consent and Indemnity Agreement with the Emergency and Health Services Commission for the purposes of First Responder Services, on behalf of the Bow Horn Bay, Dashwood, Coombs Hilliers, Errington and Nanoose Bay volunteer fire departments.

INFORMATION

Lease Agreement Renewal - Rogers Communication Tower. (All Directors – Weighted Vote)

That the amended Statutory Right of Way Agreement with Rogers Communications Inc. be approved as presented.

DEVELOPMENT SERVICES

BUILDING & BYLAW

Notice of Building Bylaw Contravention – 1531 Harold Road – Area ‘A’. (All Directors – One Vote)

Delegations wishing to speak to Notice of Building Bylaw Contravention at 1531 Harold Road – Area ‘A’.

That staff be directed to register a Notice of Bylaw Contravention on title pursuant to Section 57 of the Community Charter and that legal action be taken if necessary to ensure Lot A (see EJ72536), Section 12, Range 7, Cranberry District, Plan 27070, is in compliance with “Regional District of Nanaimo Building Regulation & Fees Bylaw No. 1250, 2001”.

TRANSPORTATION AND SOLID WASTE SERVICES

SOLID WASTE

Solid Waste Collection & Recycling Service - Authority to Negotiate Garbage, Food Waste and Recycling Collection Contract. (All Directors – Weighted Vote)

- 1. That the Board direct staff to negotiate a contract with Waste Services (Ca) Inc. for the collection of garbage, food waste and recyclables from all customers currently being provided garbage collection.*
- 2. That contract negotiations include recycling and food waste collection services for the Town of Qualicum Beach and District of Lantzville as requested by those municipal Councils.*

WATER AND WASTEWATER SERVICES

WATER

Drinking Water Protection Service - Toilet Rebate Incentive Program. (Electoral Area Directors - Weighted Vote)

That the Board approve the proposed Toilet Rebate Program for the RDN Electoral Areas.

Northern & Southern Community Sewer Services - Renewal of Agreement to Supply Ferrous Chloride. (All Directors – Weighted Vote)

That the agreement between the RDN and Tree Island Industries Ltd. for the supply of ferrous chloride be renewed for an additional five year term.

Bylaws No. 1124.09 and 889.53 – To Extend the Boundaries of the Surfside and Northern Community Sewer Services to Include an Area ‘G’ Property. (All Directors – One Vote)

- 1. That “Surfside Sewer Local Service Area Boundary Amendment Bylaw No. 1124.09, 2009” be introduced and read three times.*
- 2. That “Northern Community Sewer Service Area Boundary Amendment Bylaw No. 889.53, 2009” be introduced and read three times.*

WASTEWATER

Madrona/Wall Beach – Sewer Service Petition Results. (All Directors – One Vote)

That the Board receive the staff report on the Madrona/Wall Beach Sewer Service Petition for information and direct staff to abandon the sewer service initiative for the Madrona/Wall Beach area due to insufficient petition results supporting a sewer service.

COMMISSION, ADVISORY & SELECT COMMITTEE

District 69 Recreation Commission.

(All Directors – One Vote)

1. *That the minutes of the District 69 Recreation Commission meeting held September 17, 2009 be received for information.*

(Parksville, Qualicum Beach, EA's 'E', 'F' 'G' 'H' – Weighted Vote)

2. *That \$1,500 from the District 69 Recreation Grants Program be provided to the Rough Diamonds Project.*
3. *That the Terms of Reference for the Youth Recreation Services Plan be approved.*
4. *That staff be directed to issue a Request for Proposal for a Project Consultant for the development of the Youth Recreation Services Plan for District 69.*

Electoral Area 'A' Parks, Recreation and Culture Commission. (All Directors – One Vote)

That the minutes of the Electoral Area 'A' Parks, Recreation and Culture Commission meeting held September 23, 2009 be received for information.

Costume Storage Funding and Yellow Point Drama Group. (All Directors – One Vote)

That the \$1,500 used to construct the costume storage room for the Yellow Point Drama Group at Cedar Community Hall be funded by the Area 'A' Community Parks Function.

Cedar Heritage Centre (All Directors – One Vote)

That staff be directed to meet with the Cedar School and Community Enhancement Society and report back with amended conditions including potentially providing office space for Area 'A' Recreation and Culture Services.

That staff be directed to review other possible facility management options or uses for the Cedar Heritage Centre

Cedar Skate Park Funding. (All Directors – One Vote)

That the Regional District fund up to \$139,000 or 1/3 of the project's \$417,000 project costs from the Electoral Area 'A' Community Parks operational reserve fund and the remaining project funds be raised by the Cedar Skateboard Park Association through donations, in-kind contributions, and applicable government and community grants

Grants-in-Aid Advisory Committee. (All Directors – One Vote)

That the minutes of the Grants-in-Aid Advisory Committee meeting held October 5, 2009 be received for information.

District 68 (Nanaimo, Lantzville, EAs 'A', 'B', 'C' – Weighted Vote)

That the following District 68 grants be awarded:

<u>Name of Organization</u>	<u>Amount Recommended</u>
<i>Jonanco Hobby Workshop Association</i>	<i>\$ 500</i>
<i>Nanaimo Parent Participation Preschool</i>	<i>\$ 1,000</i>
<i>Silva Bay Shipyard School</i>	<i>\$ 540</i>
<i>Vancouver Island Dyslexia Association</i>	<i>\$ 480</i>
	<i><u>\$ 2,520</u></i>

District 69 (Parksville, Qualicum Beach, EAs 'E', 'F', 'G' 'H' – Weighted Vote)

That the following District 69 grants be awarded:

<u>Name of Organization</u>	<u>Amount Recommended</u>
<i>BCSPCA</i>	<i>\$ 1,505</i>
<i>Dolittle Square Committee</i>	<i>\$ 965</i>
<i>Oceanside Community Arts Council</i>	<i>\$ 1,801</i>
<i>Nanoose Bay Catspan</i>	<i>\$ 2,929</i>
	<i><u>\$ 7,200</u></i>

That in order to meet the anticipated increase for grant-in-aid funding requests from community groups in 2010, and to encourage local participation of community volunteers, the Grants-in-Aid Committee recommends that the general grant-in-aid funding amount for District 68 and District 69 be increased by 10% in 2010.

Regional Liquid Waste Advisory Committee. (All Directors – One Vote)

That the minutes of the Regional Liquid Waste Advisory Committee meeting held September 3, 2009 be received for information.

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

City of Nanaimo Request for Additional Bus Service. (Nanaimo, Lantzville, EAs 'A', 'C' – Weighted Vote)

That the RDN provide additional complimentary bus service to and from the downtown core on the evening of October 31, 2009 to help decrease traffic during the Torch Relay Community Celebrations at Maffeo Sutton Park.

RDN Appointment to Mount Arrowsmith Biosphere Foundation. (All Directors – One Vote)

That Director Biggemann be appointed as the RDN representative to the Mount Arrowsmith Biosphere Foundation.

7.3 EXECUTIVE STANDING COMMITTEE

7.4 COMMISSIONS

7.5 SCHEDULED STANDING, ADVISORY STANDING AND SELECT COMMITTEE REPORTS

Regional Parks & Trails Advisory Committee. (All Directors – One Vote)

27-29 Minutes of the Regional Parks & Trails Advisory Committee meeting held October 6, 2009. (for information)

Emergency Management Select Committee. (All Directors – One Vote)

30-39 Minutes of the Emergency Management Select Committee meeting held October 16, 2009. (for information)

- 1. That the Joint Emergency Preparedness Program applications be approved and signed.*
- 2. That staff look into the possibility of used generators and how might the program be accelerated.*

3. *That staff be directed to prepare a letter of support from the Board as requested by Snuneymuxw First Nation for inclusion with their Canada Health Transfer Funding application.*
4. *That the use of the Nanoose Bay Firehall by CFMETR in their Nuclear Emergency Response Plan be referred back to staff for further information.*

Transit Select Committee. (All Directors – One Vote)

40-53 Minutes of the Transit Select Committee meeting held October 14, 2009. (for information)

(All Directors – Weighted Vote)

1. *That the amended 2009/2010 Annual Operating Agreement with BC Transit be approved.*
2. *That Inter-Kraft Contracting Ltd. be awarded a contract for the construction and installation of transit shelters for the Nanaimo Regional Transit System for the tendered price of \$232.*

8. ADMINISTRATOR'S REPORTS

54-79 Area 'E' Community Parks Service – Crown Land Lease Offer for Nanoose Road Community Park. (All Directors – Weighted Vote)

Board Strategic Plan: 2009 -2012. (to be circulated)

9. ADDENDUM

10. BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

11. NEW BUSINESS

12. BOARD INFORMATION (Separate enclosure on blue paper)

13. ADJOURNMENT

14. IN CAMERA

That pursuant to Section 90(1) (e) of the Community Charter the Board proceed to an In Camera meeting to consider items related to land issues.

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE REGULAR MEETING OF THE BOARD OF THE REGIONAL DISTRICT OF NANAIMO HELD ON TUESDAY, SEPTEMBER 22, 2009, AT 7:00 PM IN THE RDN BOARD CHAMBERS

Present:

Director J. Stanhope	Chairperson
Director J. Burnett	Electoral Area A
Director G. Rudischer	Electoral Area B
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director L. Biggemann	Electoral Area F
Director D. Bartram	Electoral Area H
Director E. Mayne	City of Parksville
Director T. Westbroek	Town of Qualicum Beach
Director C. Haime	District of Lantzville
Director J. Ruttan	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Director L. Sherry	City of Nanaimo
Director L. McNabb	City of Nanaimo
Director D. Johnstone	City of Nanaimo
Director B. Holdom	City of Nanaimo
Director J. Kipp	City of Nanaimo

Also in Attendance:

C. Mason	Chief Administrative Officer
M. Pearse	Sr. Mgr., Corporate Administration
J. Finnie	Gen. Mgr., Water & Wastewater Services
P. Thorkelsson	Gen. Mgr., Development Services
T. Osborne	Gen Mgr., Recreation & Parks Services
W. Idema	A/Gen. Mgr., Finance & Information Services
C. McIver	A/Gen. Mgr., Transportation & Solid Waste Svcs.
L. Burgoyne	Recording Secretary

DELEGATIONS

Jessica Reid, Earthbank Resource Systems, re Temporary Use Permit Applications No. 0901 & 0902 – Earthbank Resource Systems and Fern Road Consulting Ltd. – Area ‘G’.

Ms. Reid described the site and access to the property where Earthbank Resource Systems is located, the buffer zone around the property, the process used to produce their organic compost product, their odor management plan, and the environmental sustainability principles and certifications.

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

CARRIED

John Olsen, Oceanside Affordable Housing Society, re Affordable Shelter: A Proposal.

Mr. Olsen updated the Board on the status regarding the Oceanside Affordable Housing Society and suggested the need for the establishment of a region-wide housing authority.

Kris Chand, re Temporary Use Permit Applications No. 0901 & 0902 – Earthbank Resource Systems and Fern Road Consulting Ltd. – Area ‘G’

Mr. Chand spoke in support of the temporary use permit for Earthbank Resource Systems and urged the Board to endorse the application.

BOARD MINUTES

MOVED Director Holme, SECONDED Director McNabb, that the minutes of the regular Board meeting held August 25, 2009 and the special Board meeting held September 8, 2009 be adopted.

CARRIED

UNFINISHED BUSINESS

BYLAWS

For Adoption.

Bylaw No. 500.344.

MOVED Director Bartram, SECONDED Director Holme, that “Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.344, 2007” be adopted.

CARRIED

Bylaw No. 500.347.

MOVED Director Bartram, SECONDED Director Holme, that “Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.347, 2009” be adopted.

CARRIED

STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS

ELECTORAL AREA PLANNING STANDING COMMITTEE

MOVED Director Bartram, SECONDED Director Burnett, that the minutes of the Electoral Area Planning Committee meeting held September 8, 2009 be received for information.

CARRIED

PLANNING

DEVELOPMENT PERMIT APPLICATIONS

Development Permit Application No. 60927 – Cowen – 1435 Grieg Road – Electoral Area ‘G’.

MOVED Director Bartram, SECONDED Director Burnett, that Development Permit Application No. 60927, to permit the construction of two dwelling units on the property legally described as Strata Lot 2, District Lot 129, Nanoose District, Strata Plan VIS6121 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as shown on Form V, be approved subject to the conditions outlined in Schedules No. 1 to 4.

CARRIED

Development Permit Application No. 60919 – Fern Road Consulting Ltd. for Rothwell – 231, 235 & 241 Hilliers Road – Electoral Area ‘G’.

MOVED Director Bartram, SECONDED Director Burnett, that Development Permit Application No. 60919 submitted by Fern Road Consulting Ltd., on behalf of R. Rothwell, in conjunction with the subdivision on the parcel legally described as Lot 1, District Lots 91 and 42, Newcastle District and of District Lot 144, Nanoose District (situated in Newcastle District), Plan 13306, Except Part in Plan VIP59597 and designated within the Environmentally Sensitive Features Development Permit Area for aquifer protection pursuant to the “Electoral Area ‘G’ Official Community Plan Bylaw No. 1540, 2008”, be approved, subject to the conditions outlined in Schedules No. 1 and 2 of the corresponding staff report.

CARRIED

Development Permit Application No. 60933 – Mardaga – 3790 Mallard Place – Electoral Area ‘E’.

MOVED Director Holme, SECONDED Director Bartram, that Development Permit Application No. 60933, to construct a dwelling unit and accessory building within the Environmentally Sensitive Features Development Permit Area pursuant to “Regional District of Nanaimo Nanoose Bay Official Community Plan Bylaw No. 1400, 2005” for the property legally described as Lot 22, District Lot 78, Nanoose District, Plan 28595, be approved subject to the conditions outlined in Schedules No. 1 to 4.

CARRIED

DEVELOPMENT PERMIT WITH VARIANCE APPLICATIONS

Development Permit with Variance Application No. 60932 & Request for Frontage Relaxation – Judge – 1712 Vowels Road – Electoral Area ‘A’.

MOVED Director Burnett, SECONDED Director Bartram, that Development Permit with Variance Application No. 60932, submitted by Pauline Judge, in conjunction with the subdivision on the parcel legally described as Lot 3, Section 1, Range 7, Cranberry District, Plan 725 Except Part in Plans VIP69195 and VIP69231, located at 1712 Vowels Road and designated within the Fish Habitat Development Permit Area pursuant to the “Electoral Area ‘A’ OCP Bylaw No. 1240, 2001”, be approved subject to the conditions outlined in Schedule No. 1 of the corresponding staff report and the notification requirements pursuant to the *Local Government Act* with respect to the proposed variances outlined in Schedule No. 1.

CARRIED

MOVED Director Burnett, SECONDED Director Bartram, that the request for relaxation of the minimum 10% frontage requirement for proposed section 946 parcel in conjunction with the subdivision of the property, be approved.

CARRIED

DEVELOPMENT VARIANCE PERMIT APPLICATIONS

Development Variance Permit Application No. 90904 – Martindale & Collinge – 3150 Farrar Road – Electoral Area ‘A’.

MOVED Director Burnett, SECONDED Director Bartram, that Development Variance Permit Application No. 90904, to permit the conversion of an existing agriculture building to a residential dwelling unit, and to legalize the siting of an existing equipment building, on the subject property legally described as Lot A, Section 6, Range 5, Cedar District, Plan 36559, Electoral Area ‘A’, be approved subject to the conditions outlined in Schedules No. 1 to 3 and the notification requirements of the *Local Government Act*.

CARRIED

OTHER

Request for Frontage Relaxation – Skelding – 6610 Doumont Road – Electoral Area ‘C’.

MOVED Director Young, SECONDED Director Burnett, that the request for relaxation of the minimum 10% frontage requirement in conjunction with the two lot subdivision of the property legally described as That Part of Lot 1, District Lot 35, Wellington District, Plan 3225, Lying Northerly of a Line Drawn Parallel to and Perpendicularly Distant 2.645 Chains Northerly From the Southerly Boundary of Said Lot, be approved.

CARRIED

Temporary Use Permit Applications No. 0901 & 0902 – Earthbank Resource Systems and Fern Road Consulting Ltd. for Fritzsche and Wenngatz – Corner of Hodge’s and Fritzsche Roads – Electoral Area ‘G’.

MOVED Director Bartram, SECONDED Director Holme, that the notes from the Public Information Meeting held on July 6, 2009 be received.

CARRIED

MOVED Director Bartram, SECONDED Director Holme, that Temporary Use Permit Applications No. 0901 and No. 0902, submitted by Earthbank Resources Systems Ltd. and Fern Road Consulting Ltd. on behalf of Irene Wenngatz and Volkhard Fritzsche, for the properties legally described as District Lot 19, Nanoose District, Except That Part in Plan 13475; and Lot C, District Lot 26, Nanoose District, Plan VIP80909, to permit a commercial composting operation and accessory retail sales be approved, subject to the conditions of permit outlined in Schedule No. 1, and subject to comments received as a result of the notification requirements pursuant to the *Local Government Act*.

CARRIED

Building Strata Conversion Application – Fern Road Consulting Ltd. for Medd – 1057 & 1065 Page Road – Electoral Area ‘G’.

MOVED Director Bartram, SECONDED Director Biggemann, that the request from Fern Road Consulting Ltd., on behalf of Andrew John Medd for the building strata conversion as shown on the Proposed Strata Plan as Lot D, District Lot 78, Newcastle District, Plan VIP54784, be approved subject to the conditions being met as set out in Schedules No. 1 and 2 of the corresponding staff report.

CARRIED

COMMITTEE OF THE WHOLE STANDING COMMITTEE

MOVED Director Holdom, SECONDED Director McNabb, that the minutes of the regular Committee of the Whole meeting held September 8, 2009 be received for information.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

Lawrence Hawkes, Whiskey Creek Water District, re Request to Convert the Water District to an RDN Service Area.

MOVED Director Holme, SECONDED Director Biggemann, that the correspondence from the Whiskey Creek Water District requesting the conversion of the existing private water system to a Regional District service area, be received.

CARRIED

Aimee Greenaway, Extension Heritage Committee, re Request to Officially Name Area 'C' Community Park C-13 the Extension Miners Community Park.

MOVED Director Young, SECONDED Director Biggemann, that the correspondence from the Extension Heritage Committee, requesting the re-naming of the Area 'C' Community Park C-13 to the Extension Miners Community Park, be received.

CARRIED

FINANCE AND INFORMATION SERVICES

FINANCE

Operating Results for the Period Ending June 30, 2009.

MOVED Director Burnett, SECONDED Director Ruttan, that the summary report of financial results from operations to June 30, 2009 be received for information.

CARRIED

INFORMATION SERVICES

Wireless Network Feasibility Analysis.

MOVED Director Holdom, SECONDED Director Westbroek, that the Wireless Network Feasibility report be received for information.

CARRIED

DEVELOPMENT SERVICES

BUILDING & BYLAW

Property Maintenance Contravention – 1109 Island Highway West – Electoral Area 'G'.

The Chairperson advised that this contravention had been resolved and was therefore withdrawn.

Building Inspection Service Funding.

MOVED Director Bartram, SECONDED Director Holme, that staff be directed to examine a combined approach of increased tax requisition, fees and charges to cover the full costs of building inspection.

CARRIED

MOVED Director Bartram, SECONDED Director Holme, that staff be directed to schedule a Board seminar to present options for consideration by the Board for the 2010 annual budget and financial plan.

CARRIED

MOVED Director Bartram, SECONDED Director Holme, that staff review alternatives to building inspection in non-building inspection areas as part of the Board seminar preparation.

CARRIED

EMERGENCY PLANNING

Emergency Planning Service – Select Committee Establishment.

MOVED Director McNabb, SECONDED Director Johnstone, that the Board approve the establishment of the Emergency Management Select Committee with the Terms of Reference attached to the staff report.

CARRIED

TRANSPORTATION AND SOLID WASTE SERVICES

SOLID WASTE

Solid Waste Management Service – BC SPCA Request to Waive Tipping Fees.

MOVED Director Holdom, SECONDED Director Haime, that the Board deny the disposal fee waiver request made by the Parksville-Qualicum branch of the BC SPCA.

CARRIED

WATER AND WASTEWATER SERVICES

WASTEWATER

Bylaw 975.51 – Amends the Pump & Haul Service Establishment Bylaw by Reducing the Service Area Boundaries to Exclude an Area ‘E’ Property.

MOVED Director Holme, SECONDED Director Johnstone, that the boundaries of the RDN Pump and Haul Local Service Area Bylaw No. 975 be amended to exclude the property legally described as Lot 5, District Lot 78, Plan 25366, Nanoose District (2397 Arbutus Crescent, Electoral Area ‘E’).

CARRIED

MOVED Director Holme, SECONDED Director Johnstone, that “Regional District of Nanaimo Pump and Haul Local Service Area Amendment Bylaw No. 975.51, 2009” be introduced and read three times.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

Whiskey Creek Water District Request to Convert Water District to RDN Service Area.

MOVED Director Biggemann, SECONDED Director Bestwick, that staff be directed to prepare a report on the feasibility of converting the Whiskey Creek Water District to a Regional District service area.

CARRIED

Request for Electoral Area ‘C’ Community Park Name Change.

MOVED Director Young, SECONDED Director Burnett, that the Area ‘C’ community park C-13 (commonly referred to as Extension Community Park or Scannel Creek Park) be officially named Extension Miners Community Park.

CARRIED

NEW BUSINESS

Green’s Landing – Wharf.

MOVED Director Rudischer, SECONDED Director Bartram, that staff be directed to prepare a report on the costs and any other aspects that would be associated with taking over the operation and maintenance of a wharf at Green’s Landing on Gabriola Island.

CARRIED

Application for Coal Mining Operations.

MOVED Director Bartram, SECONDED Director Ruttan, that staff prepare a letter to the proponent of a mining licensing application for an area adjacent to the boundaries of Electoral Area 'H', and to the Ministry of Energy, Mines and Petroleum Resources identifying the potential for impact on Electoral Area 'H' and requesting that the community have the opportunity to provide input into the application process prior to public consultation.

CARRIED

EXECUTIVE STANDING COMMITTEE

From the Executive Committee meeting held September 16, 2009:

BC Hydro Energy Management Program.

MOVED Director McNabb, SECONDED Director Westbroek, that the Board apply to BC Hydro for funding under the Energy Management Program for the establishment of a Manager of Energy and Sustainability position with an implementation date of October 2009.

CARRIED

MOVED Director McNabb, SECONDED Director Bestwick, that the Strategic Community Investment Funds of \$40,780 currently in the Regional Growth Strategies Budget be transferred to the 2010 General Administration Budget to be used towards funding the Manager of Energy and Sustainability position.

CARRIED

ADMINISTRATOR'S REPORTS

Southern Community Sewer Service – Contract Awards for the Greater Nanaimo Pollution Control Centre Cogeneration Project.

MOVED Director McNabb, SECONDED Director Bestwick, that Island West Coast Development Ltd. be awarded a contract for the construction of the Greater Nanaimo Pollution Control Centre Cogeneration Project for the tendered price of \$794,930.27.

CARRIED

MOVED Director McNabb, SECONDED Director Bestwick, that Associated Engineering (BC) Ltd. be awarded the project management services for the Greater Nanaimo Pollution Control Centre Cogeneration Project for the projected price of \$206,000.

CARRIED

Northern Community Sewer Service – Tender Award for the French Creek Pollution Control Centre Upgrade & Replacement Project and Development Cost Charge Reserve Fund Expenditure Bylaw No. 1581.

MOVED Director Holme, SECONDED Director Westbroek, that Hub Excavating Ltd. be awarded the construction of the Lee Road Pump Station and Forcemain replacement for the tendered amount of \$459,800.

CARRIED

MOVED Director Holme, SECONDED Director Mayne, that Northern Community Development Cost Charge funds in the amount of \$833,000 be approved as a source of funds for this project.

CARRIED

MOVED Director Holme, SECONDED Director Mayne, that “Northern Community Sewer Local Service Area Development Cost Charge Reserve Fund Expenditure Bylaw No. 1581, 2009” be introduced and read three times.

CARRIED

MOVED Director Holme, SECONDED Director Westbrook, that “Northern Community Sewer Local Service Area Development Cost Charge Reserve Fund Expenditure Bylaw No. 1581, 2009” be adopted.

CARRIED

Vancouver Island University Request for Special Event Busing.

MOVED Director Ruttan, SECONDED Director Bestwick, that the application made by Vancouver Island University for the RDN to provide free bus service between the hours of 9:30 am and 2:30 pm to and from the VIU campus on “The Power to Change Day”, Thursday, October 8, 2009, be approved.

CARRIED

NEW BUSINESS

The Chairperson noted the official opening of the Mt. Arrowsmith Massif Regional Park on September 18, 2009. The park is located in the Hupacasath First Nations traditional territory and Electoral Area ‘C’ and will be managed by the Regional District in partnership with the Hupacasath First Nations, the Federation of Mountain Clubs of BC and the Alpine Club of Canada.

IN CAMERA

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

CARRIED

ADJOURNMENT

MOVED Director Holme, SECONDED Director Bartram, that this meeting adjourn to allow for an In Camera Board meeting.

CARRIED

TIME: 7:52 PM

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE ELECTORAL AREA PLANNING COMMITTEE
MEETING HELD ON TUESDAY, OCTOBER 13, 2009, AT 6:30 PM
IN THE RDN BOARD CHAMBERS

Present:

Director D. Bartram	Chairperson
Director J. Burnett	Electoral Area A
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director L. Biggemann	Electoral Area F
Director J. Stanhope	Electoral Area G

Also in Attendance:

M. Pearse	Senior Manager, Corporate Administration
P. Thorkelsson	General Manager, Development Services
D. Lindsay	Manager, Current Planning
N. Tonn	Recording Secretary

MINUTES

MOVED Director Holme, SECONDED Director Burnett, that the minutes of the Electoral Area Planning Committee meeting held September 8, 2009 be adopted.

CARRIED

PLANNING

DEVELOPMENT PERMIT APPLICATIONS

Development Permit Application No. PL2009-781 – Christopher Turko on behalf of Cheung – 1895 Stewart Road – Electoral Area ‘E’.

MOVED Director Holme, SECONDED Director Stanhope, that Development Permit Application No. PL2009-781 in conjunction with a bare land strata subdivision, be approved subject to the conditions outlined in Schedules No. 1 and 2 of the corresponding staff report.

CARRIED

Development Permit Application No. PL2009-790 – King – 1975 Widgeon Road & 3005 Oakdowne Road – Electoral Area ‘H’.

MOVED Director Stanhope, SECONDED Director Biggemann, that Development Permit Application No. PL2009-790, in conjunction with a two lot subdivision, be approved subject to the conditions outlined in Schedules No. 1 and 2.

CARRIED

Development Permit Application No. PL2009-745 – O’Connor – 790 Parry’s Park Road – Electoral Area ‘G’.

MOVED Director Stanhope, SECONDED Director Young, that Development Permit Application No. PL2009-745, to permit the construction of an addition to a residential dwelling be approved subject to the conditions outlined in Schedules No. 1 to 3.

CARRIED

DEVELOPMENT PERMIT WITH VARIANCE APPLICATIONS

Development Permit with Variance Application No. PL2009-748 – Law & Parker – 3417 Carmichael Road – Electoral Area ‘E’.

MOVED Director Holme, SECONDED Director Stanhope, that staff be directed to complete the required notification.

CARRIED

MOVED Director Holme, SECONDED Director Stanhope, that Development Permit with Variance Application No. PL2009-748 to permit the construction of a single dwelling unit be approved subject to the conditions outlined in Schedules No. 1 to 4.

CARRIED

DEVELOPMENT VARIANCE PERMIT APPLICATIONS

Development Variance Permit Application No. PL2009-498 – Ewasiuk & Anderson – 3617 Dolphin Drive – Electoral Area ‘E’.

MOVED Director Holme, SECONDED Director Stanhope, that staff be directed to complete the required notification.

CARRIED

MOVED Director Holme, SECONDED Director Stanhope, that Development Variance Permit Application No. PL2009-498, to permit the repair and construction of retaining walls, and to legalize the height and location of an existing dwelling unit be approved subject to the conditions outlined in Schedules No. 1 to 5.

CARRIED

ADJOURNMENT

MOVED Director Holme, SECONDED Director Young, that this meeting terminate.

CARRIED

TIME: 6:39 PM

CHAIRPERSON

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON TUESDAY, OCTOBER 13, 2009 AT 7:00 PM IN THE RDN BOARD CHAMBERS

Present:

Director J. Stanhope	Chairperson
Director J. Burnett	Electoral Area A
Director G. Rudischer	Electoral Area B
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director L. Biggemann	Electoral Area F
Director D. Bartram	Electoral Area H
Director E. Mayne	City of Parksville
Director T. Westbrook	Town of Qualicum Beach
Director J. Ruttan	City of Nanaimo
Director L. Sherry	City of Nanaimo
Director L. McNabb	City of Nanaimo
Director D. Johnstone	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Director B. Holdom	City of Nanaimo
Director J. Kipp	City of Nanaimo

Also in Attendance:

C. Mason	Chief Administrative Officer
M. Pearse	Senior Manager, Corporate Administration
N. Avery	Gen. Manager of Finance & Information Services
J. Finnie	General Manager of Water & Wastewater Services
D. Trudeau	General Manager of Transportation & Solid Waste
P. Thorkelsson	General Manager of Development Services
T. Osborne	General Manager of Recreation & Parks
N. Tonn	Recording Secretary

MINUTES

MOVED Director McNabb, SECONDED Director Holme, that the minutes of the regular Committee of the Whole meeting held September 8, 2009 be adopted.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

Liz Williams, City of Nanaimo, re Request for Additional Bus Service.

MOVED Director Westbrook, SECONDED Director Holdom, that the correspondence from the City of Nanaimo requesting additional bus service to accommodate the Torch Relay Community Celebrations, be received.

CARRIED

Andrew Brown, Mount Arrowsmith Biosphere Foundation, re RDN Appointment to Mount Arrowsmith Biosphere Foundation.

MOVED Director Westbrook, SECONDED Director Holdom, that the correspondence from the Mount Arrowsmith Biosphere Foundation requesting that a RDN representative be appointed to the Foundation, be received.

CARRIED

CORPORATE ADMINISTRATION SERVICES

RDN Strategic Plan Update.

The Chief Administrative Officer provided Committee members with a draft copy of the RDN Board Strategic Plan for their review and will present an overview to all members at the Regional Growth Strategy Forum scheduled for October 17th.

FINANCE AND INFORMATION SERVICES

FINANCE

Bylaw No. 1582 – To Establish a Reserve Fund for the Emergency Planning Service.

MOVED Director Burnett, SECONDED Director Bartram, that “Emergency Planning Service Capital Reserve Fund Bylaw No. 1582, 2009” be introduced and read three times.

CARRIED

MOVED Director Burnett, SECONDED Director Bartram, that “Emergency Planning Service Capital Reserve Fund Bylaw No. 1582, 2009” be adopted.

CARRIED

Bylaws No. 794.07, 821.07, 1001.03 – To Amend the Boundaries of the French Creek, Errington and Parksville Fire Protection Service Areas.

MOVED Director Westbrook, SECONDED Director Mayne, that “French Creek Fire Protection Local Service Area Boundary Amendment Bylaw No. 794.07, 2009” be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Westbrook, SECONDED Director Mayne, that “Errington Fire Protection Local Service Area Amendment Bylaw No. 821.07, 2009” be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Westbrook, SECONDED Director Mayne, that “Parksville (Local) Fire Protection Local Service Area Boundary Amendment Bylaw No. 1001.03, 2009” be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

Dashwood Fire Protection Service – Renewal of Agreement to Provide Fire Hydrant Maintenance Services to the Little Qualicum Waterworks District.

MOVED Director Bartram, SECONDED Director Burnett, that the renewal of a fire hydrant maintenance agreement between the Regional District of Nanaimo and the Little Qualicum Waterworks District covering an initial renewal period of January 1, 2007 to December 31, 2012 be approved as presented.

CARRIED

Bow Horn Bay, Coombs Hilliers, Dashwood, Errington & Nanoose Bay Fire Protection Services – Agreement for Provision of First Responder Services.

MOVED Director Holme, SECONDED Director Bartram, that the Board approve entering into a Consent and Indemnity Agreement with the Emergency and Health Services Commission for the purposes of First Responder Services, on behalf of the Bow Horn Bay, Dashwood, Coombs Hilliers, Errington and Nanoose Bay volunteer fire departments.

CARRIED

INFORMATION SERVICES

Lease Agreement Renewal – Rogers Communication Tower.

MOVED Director McNabb, SECONDED Director Bestwick, that the amended Statutory Right of Way Agreement with Rogers Communications Inc. be approved as presented.

CARRIED

DEVELOPMENT SERVICES

BUILDING & BYLAW

Notice of Building Bylaw Contravention – 1531 Harold Road – Area ‘A’.

Ms. Wong advised the Committee that correspondence has been sent to the RDN with respect the above noted property from the property owners’ lawyers. Copies were provided, and the General Manager of Development Services read them aloud to the Committee members.

MOVED Director Ruttan, SECONDED Director Bestwick, that this item be referred back to staff as new information has come forward.

DEFEATED

MOVED Director Burnett, SECONDED Director Holme, that staff be directed to register a Notice of Bylaw Contravention on title pursuant to Section 57 of the *Community Charter* and that legal action be taken if necessary to ensure Lot A (see EJ72536), Section 12, Range 7, Cranberry District, Plan 27070, is in compliance with “Regional District of Nanaimo Building Regulation & Fees Bylaw No. 1250, 2001”.

CARRIED

TRANSPORTATION AND SOLID WASTE SERVICES

SOLID WASTE

Solid Waste Collection & Recycling Service – Authority to Negotiate Garbage, Food Waste and Recycling Collection Contract.

MOVED Director Westbrook, SECONDED Director McNabb, that the Board direct staff to negotiate a contract with Waste Services (Ca) Inc. for the collection of garbage, food waste and recyclables from all customers currently being provided garbage collection.

CARRIED

MOVED Director Westbrook, SECONDED Director McNabb, that contract negotiations include recycling and food waste collection services for the Town of Qualicum Beach and District of Lantzville as requested by those municipal Councils.

CARRIED

WATER AND WASTEWATER SERVICES

WATER

Drinking Water Protection Service – Toilet Rebate Incentive Program.

MOVED Director Bartram, SECONDED Director Kipp, that the Board approve the proposed Toilet Rebate Program for the RDN Electoral Areas.

CARRIED

Northern & Southern Community Sewer Services – Renewal of Agreement to Supply Ferrous Chloride.

MOVED Director McNabb, SECONDED Director Biggemann, that the agreement between the RDN and Tree Island Industries Ltd. for the supply of ferrous chloride be renewed for an additional five year term.

CARRIED

Bylaws No. 1124.09 and 889.53 – To Extend the Boundaries of the Surfside and Northern Community Sewer Services to Include an Area ‘G’ Property.

MOVED Director Holme, SECONDED Director McNabb, that “Surfside Sewer Local Service Area Boundary Amendment Bylaw No. 1124.09, 2009” be introduced and read three times.

CARRIED

MOVED Director Holme, SECONDED Director McNabb, that “Northern Community Sewer Service Area Boundary Amendment Bylaw No. 889.53, 2009” be introduced and read three times.

CARRIED

WASTEWATER

Madrona/Wall Beach – Sewer Service Petition Results.

MOVED Director Holme, SECONDED Director Sherry, that the Board receive the staff report on the Madrona/Wall Beach Sewer Service Petition for information and direct staff to abandon the sewer service initiative for the Madrona/Wall Beach area due to insufficient petition results supporting a sewer service.

CARRIED

COMMISSION, ADVISORY & SELECT COMMITTEE

District 69 Recreation Commission.

MOVED Director Bartram, SECONDED Director Westbrook, that the minutes of the District 69 Recreation Commission meeting held September 17, 2009 be received for information.

CARRIED

MOVED Director Bartram, SECONDED Director Johnstone, that \$1,500 from the District 69 Recreation Grants Program be provided to the Rough Diamonds Project.

CARRIED

MOVED Director Bartram, SECONDED Director Johnstone, that the Terms of Reference for the Youth Recreation Services Plan be approved.

CARRIED

MOVED Director Bartram, SECONDED Director Johnstone, that staff be directed to issue a Request for Proposal for a Project Consultant for the development of a Youth Recreation Services Plan for District 69.

CARRIED

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

MOVED Director Burnett, SECONDED Director Ruttan, that the minutes of the Electoral Area 'A' Parks, Recreation and Culture meeting held September 23, 2009 be received for information.

CARRIED

Costume Storage Funding and Yellow Point Drama Group.

MOVED Director Burnett, SECONDED Director Ruttan, that the \$1,500 used to construct the costume storage room for the Yellow Point Drama Group at Cedar Community Hall be funded by the Area 'A' Community Parks Function.

CARRIED

Cedar Heritage Centre Lease Renewal.

MOVED Director Burnett, SECONDED Director Holme, that staff be directed to meet with the Cedar School and Community Enhancement Society and report back with amended conditions including potentially providing office space for Area 'A' Recreation and Culture Services.

CARRIED

MOVED Director Burnett, SECONDED Director Holme, that staff be directed to review other possible facility management options or uses for the Cedar Heritage Centre.

CARRIED

Cedar Skate Park Funding.

MOVED Director Burnett, SECONDED Director McNabb, that the Regional District fund up to \$139,000 or 1/3 of the project's \$417,000 project costs from the Electoral Area 'A' Community Parks operational reserve fund and the remaining project funds be raised by the Cedar Skateboard Park Association through donations, in-kind contributions and applicable government and community grants.

CARRIED

Grants-in-Aid Advisory Committee.

MOVED Director Young, SECONDED Director Westbrook, that the minutes of the Grants-in-Aid Advisory meeting held October 5, 2009 be received for information.

CARRIED

District 68

MOVED Director Young, SECONDED Director Westbrook, that the following grants be awarded:

Name of Organization	Amount Recommended
Jonanco Hobby Workshop Association	\$ 500
Nanaimo Parent Participation Preschool	\$ 1,000
Silva Bay Shipyard School	\$ 540
Vancouver Island Dyslexia Association	\$ 480
	<u>\$ 2,520</u>

CARRIED

District 69

MOVED Director Young, SECONDED Director Westbrook, that the following grants be awarded:

Name of Organization	Amount Recommended
BCSPCA	\$ 1,505
Dolittle Square Committee	\$ 965
Oceanside Community Arts Council	\$ 1,801
Nanoose Bay Catspan	\$ 2,929
	<u>\$ 7,200</u>

CARRIED

MOVED Director Young, SECONDED Director Westbrook, that in order to meet the anticipated increase for grant-in-aid funding requests from community volunteers, the Grants-in-Aid Committee recommends that the general grant-in-aid funding amount for District 68 and District 69 be increased by 10% in 2010.

CARRIED

Regional Liquid Waste Advisory Committee.

MOVED Director Holme, SECONDED Director Burnett, that the minutes of the Regional Liquid Waste Advisory Committee meeting held September 3, 2009 be received for information.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

City of Nanaimo Request for Additional Bus Service.

MOVED Director Ruttan, SECONDED Director McNabb, that the RDN provide additional complimentary bus service to and from the downtown core on the evening of October 31, 2009 to help decrease traffic during the Torch Relay Community Celebrations at Maffeo Sutton Park.

CARRIED

RDN Appointment to Mount Arrowsmith Biosphere Foundation.

MOVED Director Westbrook, SECONDED Director McNabb, that Director Biggemann be appointed as the RDN representative to the Mount Arrowsmith Biosphere Foundation.

CARRIED

IN CAMERA

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

CARRIED

ADJOURNMENT

MOVED Director Holme, SECONDED Director McNabb, that this meeting adjourn to allow for an In Camera meeting.

CARRIED

TIME: 7:47 PM

CHAIRPERSON

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE
REGIONAL PARKS AND TRAILS ADVISORY COMMITTEE MEETING
HELD ON TUESDAY, OCTOBER 6, 2009, 12:00PM
IN THE RDN COMMITTEE ROOM**

Attendance: Director Larry McNabb, Chair
Director Joe Stanhope
Director Maureen Young
Director Teunis Westbrook
Director Dave Bartram
Frank Van Eynde
Peter Rothermel
Craig Young

Staff: Carol Mason, Chief Administrative Office
Tom Osborne, General Manager of Recreation and Parks
Wendy Marshall, Manager of Parks Services
Marilynn Newsted, Record Secretary

CALL TO ORDER

Chair McNabb called the meeting to order at 12:05pm.

MINUTES

MOVED T. Westbrook, SECONDED D. Bartram, that the Minutes of the Regional Parks and Trails Advisory Committee meeting held June 16, 2009, be approved.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

MOVED F. Van Eynde, SECONDED D. Bartram, that the following Correspondence be received:

- C. Peacey, Friends of French Creek Conservation Society, Re: Concerns Development Concept Hamilton Marsh
- D. Pilling, Stapes McDannold Stewart, Re: Land Title Coats Marsh Regional Park
- M. Smith, Emergency Management BC, Re: Disaster Financial Assistance Morden Colliery Trail
- J. Michel to Couverdon, Re: Block 1252 (Haslam Creek) and The Trans Canada Trail and Haslam Creek Suspension Bridge
- M. Pearse to Vancouver Island Health Authority, Re: Use of Round Up On E & N Rail Line
- R. Stanwick, Vancouver Island Health Authority, Re: Use of Round Up On E & N Rail Line

- Minister B. Penner to MLA Scott Fraser, Re: Preservation Hamilton Marsh
- P. Rothermel, Re: Thank You To Staff

CARRIED

REPORTS

Monthly Update of Community Parks and Regional Parks and Trails Projects April to September 2009.

Ms. Marshall briefly reviewed the Community Parks and Regional Parks and Trails projects for April through to September, highlighting the following items:

- The draft Management Plan for Mt. Benson Regional Park has been reviewed by the sub-committee and by community members. The plan has been updated as per the feedback received and will be presented October 29, at the Mt. Benson Management Plan Open House to be held from 4:00 to 8:00pm in the Beban Park Lounge.
- The Little Qualicum River Estuary Regional Conservation Area Management Plan Open House was held in September. The draft plan is under review by staff and will be available for public perusal soon.
- The Building Canada - BC grant application for the Nash/Ridgewell bridges on the Lighthouse Country Trail was not successful. There are funds available in the budget to cover the design work for the bridges, so construction of the bridges will proceed. Staff will apply for ICET funding for the trails and the boardwalk.
- Two of the small kiosks will be installed on the Trans Canada Trail and one will be installed in Englishman River Regional Park.
- A consultant will be retained in the fall to review all the parks covered by the Fire Cost Sharing Agreement and to prepare a relevant plan to mitigate the fire risks in the parks.

MOVED D. Bartram, SECONDED F. Van Eynde, that the Reports be received.

CARRIED

COMMITTEE ROUND TABLE

Mr. Stanhope noted the Opening of the Mount Arrowsmith Massif Regional Park held on September 18, 2009, stating that the ongoing cooperation of Island Timberlands, the Hupacasath First Nation and the UNESCO Biosphere is a key component of the park.

Mr. Stanhope presented a copy of a Certificate of Congratulation received from the wife of Nanaimo-Alberni MP Dr. James Lunney at the Mount Arrowsmith Massif Regional Park Opening. An original copy signed by Dr. Lunney, will be forwarded to the Regional District for display.

Ms. Young reported the opening of the Extension Miner Community Park on Sunday October 4, 2009, was an overwhelming success, with an estimated 350 to 400 people attending the event.

ADJOURNMENT

MOVED D. Bartram, SECONDED F. Van Eynde, that the meeting adjourned at. 12:20pm.

IN CAMERA

MOVED D. Bartram, SECONDED F. Van Eynde, that pursuant to Section (90) (1) (e) of the Community Charter the Committee proceed to an In Camera meeting to consider land issues.

CARRIED

Chair

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE EMERGENCY MANAGEMENT SELECT COMMITTEE
MEETING HELD ON FRIDAY, OCTOBER 16, 2009 AT 2:00 PM
IN THE RDN COMMITTEE ROOM

Present:

Director J. Biggemann	Chairperson
Director J. Burnett	Electoral Area A
Director G. Rudischer	Electoral Area B
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director D. Bartram	Electoral Area H

Also in Attendance:

C. Mason	Chief Administrative Officer
P. Thorkelsson	General Manager of Development Services
T. Armet	Manager - Building, Bylaw and Emergency Planning Services
Jani Drew	Emergency Services Coordinator
Jack Eubank	Bylaw Enforcement Officer
Brian Brack	Bylaw Enforcement Officer
M. Sparks	Recording Secretary

CALL TO ORDER

The meeting was called to order at 2:05 pm by the Chair.

Terms of Reference of the Emergency Management Select Committee was presented by Paul Thorkelsson. Tom Armet provided a brief overview of emergency management function within the various communities within the Regional District.

MINUTES

REPORTS

2010/2011 Joint Emergency Preparedness Program Grants

MOVED Director Holme, **SECONDED** Director Bartram, that the Joint Emergency Preparedness Program applications be approved and signed

CARRIED

Discussion with respect to Project #2 –Emergency Generator:

MOVED by Director Bartram, **SECONDED** Director Burnett that staff look into the possibility of used generators and how might the program be accelerated.

CARRIED

Snuneymuxw First Nation – Letter of Support

MOVED Director Burnett, **SECONDED** Director Bartram that staff be directed to prepare a letter of support from the Board as requested by Snuneymuxw First Nation for inclusion with their Canada Health Transfer Funding application.

CARRIED

Proposed Use of Nanoose Bay Fire Department by Canadian Forces

Discussion regarding the use of the Nanoose Bay Firehall by CFMETR as the primary location for a Joint Information Bureau. This has been on an informal basis since about 2000 however the protocol involving the portion of the plan that deals with the use of the firehall as a media centre has not been formalized between the forces and the RDN. There are a number of concerns that firehalls are not recommended to be used for anything other than operation response during emergencies.

MOVED by Director Holme, **SECONDED** by Director Burnett, that the use of the Nanoose Bay Firehall by CFMETR in their Nuclear Emergency Response Plan be referred back to staff for further information.

CARRIED

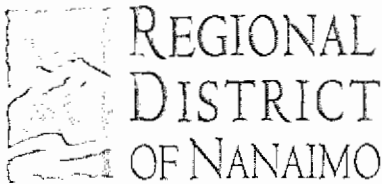
ADJOURNMENT

MOVED Director Westbroek, **SECONDED** Director Bartram, that this meeting be adjourned.

CARRIED

TIME: 3:05 PM

CHAIRPERSON



CEO APPROVAL	
EAP	
COW	
RHD	
BOARD	

MEMORANDUM

Emergency Select - Oct 16 '09

TO: Tom Armet, Manager, Building, Bylaw & Emergency Planning Services **DATE:** 6 October 2009

FROM: Jani Drew, Emergency Coordinator **FILE:** 1855-04

SUBJECT: 2010/2011 JEPP Grant Applications

PURPOSE:

To obtain Board support for submission of JEPP grant applications. ✓

BACKGROUND:

The Joint Emergency Preparedness Program (JEPP) was introduced by the federal government, Public Safety Canada, as a cost sharing arrangement with the provinces and territories to encourage them to undertake emergency preparedness projects that support national objectives and priorities. The RDN Emergency Program has utilized this funding program to enhance Program objectives since 2003. It is important to note that provincial grant funding programs have currently been suspended – that is why five projects have submitted under this one program.

Project #1 – Mobile Amateur Radio Equipment

A mobile amateur radio is required for the Disaster Assistance response trailer, and the proposal meets the requirements for 'Telecommunications Systems'. Should the application be approved, the RDN will have a mobile amateur radio that will be compatible with existing frequencies and systems and will be able to communicate with other RDN emergency facilities, member municipalities, PEP and other key agencies. The equipment selected reflects the best practices consensus of area Amateur Radio Associations (NARA and MIRA). This integrated communications network will allow voice communication and sending and receiving electronic data using a free *Airmail* program from PEP. A mag mount antenna is included.

Project #2 – Portable Emergency / Incident Management System

A method of information storage and display is required for the RDN Emergency Coordination and Reception Centers, and qualifies as "Emergency Operations Center Improvements". Our recent exercise debrief indicated that participants felt they would benefit from a better form of information management. These durable fold away (good space saving) position checklists are a simple and effective way to improve information sharing and tracking. Information can be color coded to suit ECC/RC functions.

Project #3 – Emergency Generator

A generator for the Lighthouse Reception Center has been included in the capital plan for 2011, and an application is being submitted as there is a possibility that we will receive the cap amount of \$10,000 for "Specialized Vehicles and Equipment". Last year the Emergency Program received \$8,000 to put toward the generator for the Rollo Seniors Reception Center on Galiano Island.

Project #4 – Staff Training

Since the RDN is utilizing more staff to be ECC responders, we need to continue staff training and development. An Emergency Operations Center II course is being applied for, and will provide an understanding of the management, organization, responsibilities and coordination necessary to provide for effective response and recovery from major emergencies or disasters at the site support level. Course selection may change if EOC II comes up as a sponsored regional course in the upcoming JIBC/BCAEM training year.

Project #5 - Extreme Weather Table Top Exercise

The RDN's Hazard Vulnerability Risk Analysis (HVRA) indicates that we are at high risk of an extreme weather event (i.e. blizzard/extended power outage). Since 2004, we have experienced several major pineapple express weather systems and three major snow storms that cut power off to remote communities for up to nine days. Practicing an extreme weather scenario will improve response capability, interagency coordination and will highlight recovery issues for development. Our recent full scale interface fire exercise debrief also included a recommendation for a table top exercise.

ALTERNATIVES:

1. That the Board approve the Joint Emergency Preparedness Program applications;
2. That the Joint Emergency Program applications be amended prior to approval;

FINANCIAL IMPLICATIONS

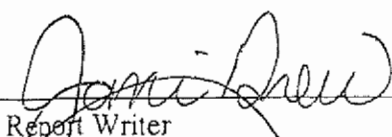
The funding program is a 50/50 cost share, cost recovery model. Total cost for the projects is \$14,120.50 and the RDN portion of the project would be approximately \$7,060.25. This amount has been considered in the 2010 provisional budgeting for Emergency Planning. The cost of the Lighthouse generator has not been included in the above figures as it is a 2011 expense and claim, however, \$20,000 reserve funds has been allocated in the 2010 budget.

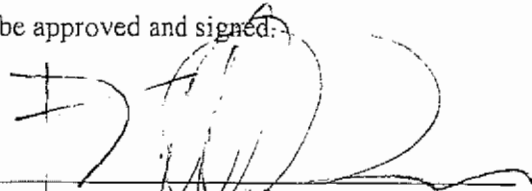
SUMMARY

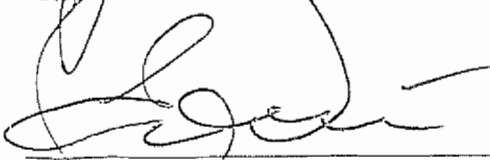
The above projects are key to improving operational readiness, a primary measurement indicator of the success of the emergency program. Utilizing the JEPP funding program is the one of the few remaining methods of outside funding for Emergency Program core operational project initiatives.

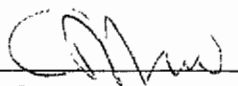
RECOMMENDATION

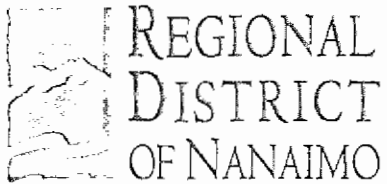
That the Joint Emergency Preparedness Program applications be approved and signed:


Report Writer


General Manager Concurrence


Manager Concurrence


CAO Concurrence



CAO APPROVAL	
EAP	
COW	
RHD	
BOARD	
<i>Emergency Select Oct 16, '09</i>	

MEMORANDUM

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

DATE: October 13, 2009

FROM: Jani M. Drew, Emergency Coordinator

FILE: 7130-03 01 EMSC

SUBJECT: Snuneymuxw First Nation – Letter of Support

PURPOSE

To inform the Board of a request from the Snuneymuxw First Nation for a letter from the Regional District of Nanaimo, supporting their Canada Health transfer funding application.

BACKGROUND

Regional District of Nanaimo (RDN) staff have been working collaboratively with the Snuneymuxw First Nation (SFN) for several years on various grant projects and ongoing regional emergency planning initiatives. This relationship has grown from the Integrated Emergency Planning program that was developed in 2006 with funding from the Ministry of Public Safety and Solicitor General and the Ministry of Aboriginal Relations and Reconciliation. The program was developed to provide neighboring local governments and First Nations with the resources required to work together to improve and integrate emergency response or recovery capability.

The Emergency Management Agreement specifically outlines how the parties in the Regional District will share resources, establish unified command, manage public information, establish response levels and determine which Emergency Coordination Center will be activated in a regional emergency. The Agreement illustrates how the Snuneymuxw First Nation is part of an established, coordinated emergency response with regional partners.

Recently, SFN requested a letter of support (*attached appendix No. 1*) for inclusion in their federal Health Canada transfer funding application. To support their application, SFN needs to demonstrate that they have an emergency plan and are part of integrated planning with local governments in the region.

ALTERNATIVES

1. To direct staff to prepare a letter of support from the Board as requested.
2. To not offer a letter of support and provide staff with further direction in this matter.

FINANCIAL IMPLICATIONS

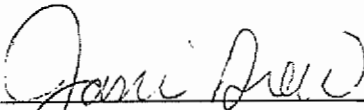
There are no financial implications attached to this request.

SUMMARY


The Snuneymuxw First Nation has requested a letter of support from the RDN to be included with their application for Health Canada transfer funding. The letter indicates that the Snuneymuxw First Nation has an Emergency Plan, and is party to a regional Emergency Management Agreement which outlines the nature of integrated planning within the RDN. Staff is recommending that the Board approve this request.

RECOMMENDATION


That staff be directed to prepare a letter of support from the Board as requested by Snuneymuxw First Nation for inclusion with their Canada Health transfer funding application.




Report Writer



General Manager Concurrence



Manager Concurrence



CAO Concurrence

COMMENTS:

Attachment No. 1

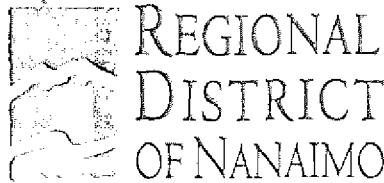
From: Maxine Tanner [mailto:maxinet@snuneymuxw.ca]
Sent: Wednesday, October 14, 2009 2:28 PM
To: Drew, Jani
Subject: letter

Hello Jani

As discussed in the meeting on Friday, October 9, 2009, Snuneymuxw First Nation needs to provide evidence to Health Canada, our funding source, that we have an Emergency Plan in place. We respectfully request a letter from the Regional District of Nanaimo, that verifies to Health Canada that we are working collectively on an Emergency Response Plan with respect to our reserves that fall within the jurisdiction of the Regional District of Nanaimo.

Thank you for your consideration of this request.
Sincerely and on behalf of Sandra Good, Health Administrator, Snuneymuxw First Nation

Maxine R. Tanner
Assistant Executive Director
Snuneymuxw First Nation
Phone 250-740-2306
Fax 250-753-3492



RDN REPORT	
CAQ APPROVAL	
EAP	
COW	
OCT 13 2009	
RHD	
BOARD	
Emergency Select Oct. 13/09	

MEMORANDUM

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

FROM: Jani M. Drew, Emergency Coordinator

SUBJECT: Proposed Use of Nanoose Bay Fire Department by Canadian Forces

DATE: October 13, 2009

FILE: 7130-0301-EMSC

PURPOSE

To obtain Board direction on the use of the Nanoose Bay Fire Department facility as a Joint Information Bureau by Canadian Forces as part of the CFMETR Nuclear Emergency Response Plan.

BACKGROUND

Canadian Forces Maritime Experimental Test Range (CFMETR) is a military test facility located in Electoral Area "E" and is staffed by members of the Canadian Navy, civilian employees, as well as a small number of US Navy civilian employees. CFMETR is required to develop and maintain coordinated contingency plans for accidents related to nuclear powered vessels from the United States and the United Kingdom that are permitted to transit Canadian territorial waters to visit designated Canadian ports, including Nanoose Harbour.

The RDN's Emergency Plan (Section 1.3.15) includes a Nuclear Emergency Response Plan and identifies the lead agencies as the Department of National Defense (DND/CFMETR) and the RCMP who are responsible for carrying out evacuation orders. The RDN is responsible for site support and coordination with external agencies, primarily the Provincial Emergency Program. The RDN's Hazard Vulnerability Risk Analysis rates the likelihood of a nuclear incident as low, however with high environmental, financial and social impacts.

Since at least 2000, CFMETR has written into their Nuclear Emergency Response (NER) Plan that the Nanoose Bay Fire Department would be their primary location for a Joint Information Bureau (JIB). The secondary location would be the Lantzville Fire Department. The role of the JIB is to ensure timely dissemination of emergency public information and to provide a one stop information service to the public, government authorities and special interest groups and to arrange for appropriate spokespersons and the coordination of media conferences. Unfortunately, the CFMETR Civilian Interface Protocol was never formalized with the Regional District of Nanaimo as the local government authority and owner of the Nanoose Bay Fire Department property.

Since 2003, RDN staff has attended eleven CFMETR exercises and in each case, evacuation or sheltering in place was required for residents in the contamination plume area. Radioactive material release is affected by variable local wind patterns and in almost every exercise, the contamination zone expands or shifts as conditions change. It is important to note that the most conservative estimates are provided by DND.

Evacuation planning is challenging in the Nanoose Bay area, with anticipated major congestion on the highway in both north and south directions and on Northwest Bay Rd. Due to the nature of the emergency, spontaneous evacuation would be anticipated and traffic control will be highly problematic. RDN staff believes that CFMETR has underestimated the extent of public reaction and they would find it impossible to drive their public affairs staff from CFB Esquimalt to the Nanoose Bay Fire Department in these conditions. Media will want to go to the JIB by any means despite traffic impediments and this could significantly hamper evacuation efforts by RCMP, BC Ambulance and other responders.

In addition to the above access issues, the use of the fire department as a media center runs contrary to established British Columbia Emergency Response Management System (BCERMS) principles. First response agencies like fire departments should not have additional functions as it impairs their operational response capability. Current BCERMS best practices works at keeping media and the public away from such agencies. This is also why Reception Centers or Emergency Coordination Centers are not recommended to be attached to a fire department.

The number one BCERMS priority is to protect our first responders. A sensational event like a nuclear accident would bring many media, protestors and other special interest groups to the area (something CFMETR anticipates in their NER plan and practices for). The PEP Senior Regional Manager has confirmed that a fire department is not the appropriate place to stage a media center and that CFMETR should work with local government and agencies to plan for another venue.

ALTERNATIVES

1. That the Commanding Officer of CFMETR be advised that the use of the Nanoose Fire Department as a Joint Information Bureau in the event of a nuclear mishap is not supported by the Regional District of Nanaimo and that staff be directed to develop with CFMETR a new Civilian Interface Protocol that incorporates an alternate location for a Joint Information Bureau.
2. That the Board approve the use of the Nanoose Fire Department as a Joint Information Bureau in the event of a nuclear mishap and enter into a formal agreement with the Canadian Forces.

COMMUNITY IMPLICATIONS

Alternative 1

As noted in this report, the use of the Nanoose Bay Fire Department facility as a Joint Information Bureau by the Canadian Forces in the event of a nuclear accident is contrary to British Columbia Emergency Response Management System (BCERMS) principles. The location of the facility falls within the potential contaminated zone and would put first responders and civilians at risk. There would also be significant evacuation problems that could hamper access to the area by responders and military personnel. First response agencies like fire departments should not have additional functions as it impairs their operational response capability. Under BCERMS principals, these facilities are not recommended to be attached to a fire department to avoid impairment of operational response capability and to maintain public safety. A Joint Information Bureau can operate effectively from a distant location.

Alternative 2

Should the Board consider permitting the use of the Nanoose Bay Fire Department by the Canadian Forces, it would be necessary to formalize the Civilian Interface Protocol as required by the Nuclear Emergency Plan. Such an agreement however could not properly address and mitigate the potential risks hat are outlined in this report.

FINANCIAL IMPLICATIONS

Under alternative #1, there are no financial implications with respect to the development of a new Civilian Interface Protocol with the Canadian Forces. Should the Board consider alternative #2, there may be costs associated with modifying the current and future fire department building to suit CFMETR's intended use for a Joint Information Bureau.

SUMMARY


CFMETR has included the Nanoose Bay Fire Department in their Nuclear Emergency Response (NER) Plan since at least 2000. No formal agreement has been signed that details the nature and extent of the use of the fire hall. The fire department is slated for either an upgrade or a new building, and the matter of accommodating CFMETR in new plans has arisen. Should a nuclear accident occur, residents of Nanoose Bay will either be instructed to shelter in place, to evacuate the peninsula via Northwest Bay Rd. or on the highway, which would involve the RCMP controlling northbound and southbound traffic. Access to the fire hall would be problematic and bringing media and other parties to an operational response facility runs counter to BCERMS principles.

RECOMMENDATION

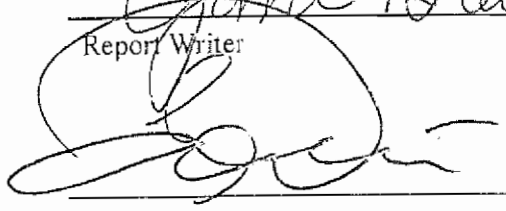
That the Commanding Officer of CFMETR be advised that the use of the Nanoose Fire Department as a Joint Information Bureau in the event of a nuclear accident is not supported by the Regional District of Nanaimo and that staff be directed to develop with CFMETR a new Civilian Interface Protocol that incorporates an alternate location for a Joint Information Bureau.



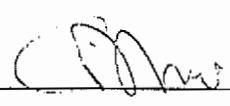
Report Writer



General Manager Concurrence



Manager Concurrence



CAO Concurrence

COMMENTS:

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE TRANSIT SELECT COMMITTEE MEETING HELD ON WEDNESDAY, OCTOBER 14, 2009 AT 12:00 NOON IN THE COMMITTEE ROOM

Present:

Director L. McNabb	Chairperson
Director J. Burnett	Electoral Area 'A'
Director M. Young	Electoral Area 'C'
Director G. Holme	Electoral Area 'E'
Director J. Stanhope	Electoral Area 'G'
Director B. Bestwick	City of Nanaimo
Director D. Johnstone	City of Nanaimo
Director B. Holdom	City of Nanaimo
Director T. Westbroek	Town of Qualicum Beach

Also in Attendance:

C. Mason	CAO, RDN
D. Trudeau	Gen. Manager, Transportation & Solid Waste Services, RDN
J. Pope	Manager, Fleet & Transit Operations, RDN
F. McFarlane	Recording Secretary, RDN
M. Moore	BC Transit
Brian Clemens	City of Nanaimo

CALL TO ORDER

The meeting was called to order at 12:00 pm by the Chair.

MINUTES

MOVED Director Holme, SECONDED Director Stanhope that the minutes of the Transit Select Committee meeting held June 17, 2009 be adopted. CARRIED

COMMUNICATIONS/CORRESPONDENCE

Dave Burns, BC Transit, re School Bus Transportation System.

D. Trudeau reviewed correspondence to School District No. 69 (Qualicum) from Dave Burns, of BC Transit, in which he noted that BC Transit is unable to accommodate cost-sharing for school bus transportation at this time.

Joanne Hogan, L'Association des francophones de Nanaimo, re Request for Special Event Busing – Maple Sugar Festival du Sucre d'Érable, February 19 to 21, 2010.

D. Trudeau reviewed correspondence from Joanne Hogan, L'Association des francophones de Nanaimo, in which they expressed a sincere thank you for provision of this special bus service.

Ric Kelm, Vancouver Island University, re Transit Cost Sharing.

D. Trudeau reviewed correspondence from Ric Kelm indicating that Vancouver Island University (VIU) currently does not have the financial capacity to provide additional funding for cost-sharing with the RDN. D. Trudeau noted that a meeting has been arranged next week with VIU representatives to further discuss the U-PASS.

Ric Kelm, Vancouver Island University, re *Power To Change Special Busing*.

D. Trudeau reviewed correspondence from Vancouver Island University in which they acknowledged the support provided by the RDN in assisting VIU to enhance sustainable transportation practices. A total of 1500 rides were provided by Nanaimo Regional Transit System on *The Power To Change Day*.

The Gabriola Sounder, September 28, 2009, re RDN Director's Report.

D. Trudeau reviewed the article from *The Gabriola Sounder*, written by Director Rudischer, in which she referenced a report from BC Transit on a stand-alone transit system for Gabriola. Director Stanhope expressed concern about the report process. He voiced his displeasure that BC Transit did not involve local government in this process and suggested that all future reports be directed through the RDN Board. D. Trudeau indicated that staff would work closely with BC Transit to ensure this would not happen in the future.

MOVED Director Holme, SECONDED Director Stanhope, that the above correspondence be received for information. CARRIED

BC TRANSIT UPDATE

Myrna Moore, Regional Transit Manager, re BC Transit Corporate Strategic Plan Update.

M. Moore, Regional Transit Manager, Vancouver Island Coastal Municipal Systems, noted that the Provincial Government hopes to double transit ridership by 2020. The brochure, *Shaping our future: A Summary of BC Transit's Draft Corporate Strategic Plan*, was distributed to members and summarizes key stakeholder feedback and future trends. To integrate local views and to gain feedback on information already received, the Business Development Department of BC Transit will be arranging regional workshops, one of which will be scheduled for Nanaimo and surrounding areas for the week of November 23rd.

Director Stanhope expressed concern about the proposed increase in taxation and, in particular, the rather steep increase in BC Transit administration costs. M. Moore suggested that these are the types of questions to bring forward at the regional workshop that will be designed to accept all feedback and concerns.

REPORTS

2009/2010 Annual Operating Agreement – Regional District of Nanaimo / BC Transit.

MOVED Director Holme, SECONDED Director Holdom, that the amended 2009/2010 Annual Operating Agreement with BC Transit be approved. CARRIED

Bus Shelter Tender Results.

D. Trudeau advised that the transit shelters will be designed and produced locally to help boost our local economy. Director Johnstone asked whether the transit shelters are portable and able to be moved to different areas. D. Trudeau noted that they are.

MOVED Director Westbroek, SECONDED Director Holme, that Inter-Kraft Contracting Ltd. be awarded a contract for the construction and installation of transit shelters for the Nanaimo Regional Transit System for the tendered price of \$232,700. CARRIED

MOVED Director Westbroek, SECONDED Director Johnstone, that RDN Transportation Services investigate the possibility of using tasteful advertising on transit shelters and vehicles. CARRIED

MOVED Director Westbroek, SECONDED Director Stanhope, that the RDN Manager of Energy and Sustainability explore the possibility of introducing electric vehicles for use as fleet vehicles in Transportation Services. CARRIED

In response to discussion regarding the use of biodiesel fuel, D. Trudeau noted that since BC Transit arranges the fuel contracts, he will discuss with them whether they will be continuing with biodiesel.

MOVED Director Holdom, SECONDED Director Stanhope, that the RDN investigate the return to regular diesel fuel for fleet vehicles. CARRIED

Director Johnstone advised that she has received further email regarding the continued idling of Greyhound buses and asked whether any action had been taken regarding earlier complaints. D. Trudeau noted that a letter had been sent to the Greyhound Canada requesting their support of the RDN's non-idling policy.

ADJOURNMENT

MOVED Director Holme, SECONDED Director Stanhope, that the meeting be adjourned. CARRIED

NEXT MEETING

The next meeting of the Transit Select Committee is November 19, 2009.

L. McNabb, Chair



MEMORANDUM	
EAD	
COM	
R.O.	
Transit - Oct 14 '09	

MEMORANDUM

TO: Carol Mason
Chief Administrative Officer

DATE: October 5, 2009

FROM: Dennis Trudeau
General Manager, Transportation & Solid Waste Services

FILE: 2240-20-TROA

SUBJECT: 2009/2010 Annual Operating Agreement -
Regional District of Nanaimo / BC Transit

PURPOSE

To bring forward an amendment to the 2009/2010 Annual Operating Agreement for the Nanaimo Regional Transit System with BC Transit for consideration and approval.

BACKGROUND

The Annual Operating Agreement (AOA) between the Regional District of Nanaimo (RDN) and BC Transit is renewed on an annual basis and provides the cost sharing service arrangements for Conventional and Custom Transit (handyDART) services in Districts 68 and 69 for the period of April 1, 2009 to March 31, 2010. The AOA is an agreement governing items such as service specifications, payment schedules, fares and days/hours of service that will be provided for cost sharing purposes.

On September 6, 2009, BC Transit approved an expansion for the Nanaimo Regional Transit System which includes:

- introduction of the #90 intercity Qualicum to Departure Bay pilot;
- increase in Statutory Holiday service to full Sunday Service level; and,
- #2 Hammond Bay Improved connections to BC Ferries.

The expansion was not included in the previously approved AOA and therefore requires an amendment to the AOA. BC Transit staff has been working with RDN staff in the preparation of the amending documents, which have now been completed (see *Appendix 1*).

The Amendment includes:

- Schedule "B" – Service Specifications reflecting the additional hours of service; and,
- Schedule "C" – Budget reflecting additional costs relating to the additional service hours.

ALTERNATIVES

1. To approve the amended 2009/2010 Annual Operating Agreement.
2. To not approve the 2009/2010 Annual Operating Agreement.

FINANCIAL IMPLICATIONS

The AOA is an agreement governing items such as service specifications, payment schedules, fares and days/hours of service that will be provided for cost sharing purposes. Approving the amended AOA will enable the RDN to receive additional funding for the service expansion that took place on September 6, 2009. The RDN budget was approved in March and includes sufficient funds to cost-share the expanded service in the amended AOA.

SUSTAINABILITY IMPLICATIONS

The Transportation Services Department is working continuously on improving the viability and efficiency of public transit. The Annual Operating Agreement is a fundamental agreement that allows the Regional District of Nanaimo to enter into a cost sharing arrangement with BC Transit, which ensures the transit service remains viable. Residents rely on public transit to assist them in reducing their automobile use and reduce their carbon footprint.

SUMMARY/CONCLUSION

BC Transit has forwarded an amended Annual Operating Agreement that addresses the September 6, 2009 expansion. Transportation Services staff has worked with BC Transit on the development of this amended AOA.

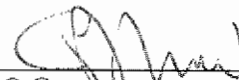
Staff recommends that the Board approve the amended 2009/2010 Annual Operating Agreement with BC Transit.

RECOMMENDATION

That the amended 2009/2010 Annual Operating Agreement (AOA) with BC Transit be approved.



Report Writer



CAO Concurrence

APPENDIX 1

McFarlane, Florence

From: Trudeau, Dennis
Sent: October 5, 2009 2:06 PM
To: McFarlane, Florence
Subject: FW: Emailing: Nanimo Ammdement #1.pdf
Attachments: Nanimo Ammdement #1.pdf



Nanimo
Ammdement #1.pdf (4)

Dennis Trudeau
General Manager of Transportation & Solid Waste Services Regional District of Nanaimo Ph 250-390-6505

-----Original Message-----
From: Moss, Linda [mailto:Linda_Moss@BCTransit.Com]
Sent: October 5, 2009 8:23 AM
To: Trudeau, Dennis
Cc: Rantucci, Peter; Brown, Christine; Moore, Myrna
Subject: Emailing: Nanimo Ammdement #1.pdf

Hello Dennis, here is the completed ammdement including the cover letter that I promised you would receive today. MOA ammdement will follow sometime later today.

Please do not hesitate to contact me should you require anything further.

Thanks
Linda Moss

The message is ready to be sent with the following file or link attachments:

Nanimo Ammdement #1.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.
<<Nanimo Ammdement #1.pdf>>

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September 21, 2009

File: NAN.1

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

Dear Mr. Trudeau:

Subject: 2009/10 Nanaimo Regional Conventional Transit Annual Operating Agreement (AOA) Amendment #1, effective September 6, 2009.

Attached please find an amendment to the Nanaimo Regional Transit System Annual Operating Agreement for your approval. Effective September 6, 2009, this amendment reflects the:

- Introduction of the #90 Intercity Qualicum to Departure Bay pilot
- Increase in Statutory Holiday service to full Sunday service level
- #2 Hammond Bay improved connections to ferry

The amendment includes:

- Schedule "B" - Service Specifications reflecting the additional hours of service
- Schedule "C" - Budget reflecting additional costs relating to the additional service hours

Once the agreements have received signature/seal from the Regional District Board, please forward all originals to the undersigned for execution by BC Transit.

Please call if you have any questions regarding this amendment.

Yours truly,

Myrna Moore
Regional Transit Manager,
Vancouver Island Coastal
BC Transit

*Copy: Chris Brown, BC Transit
Peter Rantucci, BC Transit*

Attachments: Schedule B, Schedule C, 2009/10 Nanaimo Regional Conventional Transit AOA Amendment #1

SCHEDULE "B" – Service Specifications

Nanaimo A.O.A.

2009/10

**AMENDMENT #1
Nanaimo Regional Conventional
2009/10 ANNUAL OPERATING AGREEMENT**

This will confirm our agreement to amend, Schedule "B" – Service Specification and, Schedule "C" Budget of the Annual Operating Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and where a party is a corporate entity the seal of such party has been affixed hereto in the presence of its duly authorized officer this day of .

THE CORPORATE SEAL OF THE
REGIONAL DISTRICT OF NANAIMO has
been hereto affixed in the presence of:

THE COMMON SEAL OF **BRITISH
COLUMBIA TRANSIT**
has been hereto affixed in the presence of:

CHIEF OPERATING OFFICER

CHIEF FINANCIAL OFFICER

Nanaimo A.O.A.

2009/10

Nanaimo Regional Base Budget Official AOA Amendment # 1 2009/2010

Schedule 'B'

Effective April 01, 2009

Scheduled Revenue Service

09/10 NAN Spring (Apr 01, 2009 to Jun 27, 2009)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Apr 13, 2009	May 16, 2009	
Hrs/Day	315.06	315.06	315.06	315.06	317.41	238.35	120.56	103.52	103.52	
Kms/Day	6,786.83	6,786.83	6,786.83	6,786.83	6,876.52	5,065.57	2,621.88	2,247.70	2,247.70	
09/10 NAN Summer (Jun 28, 2009 to Sep 05, 2009)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Jul 01, 2009	Aug 03, 2009	
Hrs/Day	274.52	274.52	274.52	274.52	276.87	238.35	120.56	103.52	103.52	
Kms/Day	5,870.56	5,870.56	5,870.56	5,870.56	5,960.25	5,065.57	2,621.88	2,247.70	2,247.70	
09/10 NAN Fall (Sep 06, 2009 to Dec 19, 2009)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Sep 07, 2009	Oct 12, 2009	Nov 11, 2009
Hrs/Day	317.73	317.73	317.73	317.73	320.83	237.82	116.22	116.22	116.22	116.22
Kms/Day	7,014.68	7,014.68	7,014.68	7,014.68	7,109.31	5,075.06	2,629.14	2,629.14	2,629.14	2,629.14
09/10 NAN Winter Break (Dec 20, 2009 to Jan 02, 2010)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Dec 26, 2009	Dec 31, 2009	
Hrs/Day	274.52	274.52	274.52	274.52	277.15	237.82	116.22	116.22	274.52	
Kms/Day	6,093.46	6,093.46	6,093.46	6,093.46	6,185.45	5,075.06	2,629.14	2,629.14	6,093.46	
09/10 NAN Winter (Jan 03, 2010 to Mar 31, 2010)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun			
Hrs/Day	317.73	317.73	317.73	317.73	320.83	237.82	116.22			
Kms/Day	7,014.68	7,014.68	7,014.68	7,014.68	7,109.31	5,075.06	2,629.14			

Extra Revenue Service

	Apr. 2009	May. 2009	Jun. 2009	Jul. 2009	Aug. 2009	Sep. 2009	Oct. 2009	Nov. 2009	Dec. 2009	Jan. 2010	Feb. 2010	Mar. 2010
Extra Overload Hours	20.00	20.00	20.00	10.00	10.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
Extra Overload Kilometres	420.00	420.00	420.00	210.00	210.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00
Extra Special Events Hours				45.69								
Extra Special Events Kilometres				546.24								

Adjusted Revenue Service

	Apr. 2009	May. 2009	Jun. 2009	Jul. 2009	Aug. 2009	Sep. 2009	Oct. 2009	Nov. 2009	Dec. 2009	Jan. 2010	Feb. 2010	Mar. 2010

2009/2010 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2009 to Apr 30, 2009	3	4	5	6	3	4	4	2	30	Apr 10, 2009 Good Friday 2009 (Fri)
May 01, 2009 to May 31, 2009	3	4	4	4	5	5	5	1	31	Apr 13, 2009 Easter Monday 2009 (Mon)
Jun 01, 2009 to Jun 27, 2009	4	4	4	4	4	4	3	0	27	May 16, 2009 Victoria Day 2009 (Mon)
Jun 28, 2009 to Jun 30, 2009	1	1	0	0	0	5	1	0	3	Jul 01, 2009 Canada Day 2009 (Wed)
Jul 01, 2009 to Jul 31, 2009	4	4	4	5	5	4	4	1	31	Aug 03, 2009 BC Day 2009 (Mon)
Aug 01, 2009 to Aug 31, 2009	4	4	4	4	4	5	5	1	31	Sep 07, 2009 Labour Day 2009 (Mon)
Sep 01, 2009 to Sep 05, 2009	0	1	1	1	1	1	0	0	6	Oct 12, 2009 Thanksgiving Day 2009 (Mon)
Sep 06, 2009 to Sep 30, 2009	3	4	4	3	3	3	4	1	25	Nov 11, 2009 Remembrance Day 2009 (Wed)
Oct 01, 2009 to Oct 31, 2009	3	4	4	4	5	5	4	1	31	Dec 25, 2009 Christmas Day 2009 (Fri)
Nov 01, 2009 to Nov 30, 2009	5	4	3	4	4	4	5	1	30	Dec 26, 2009 Boxing Day 2009 (Sat)
Dec 01, 2009 to Dec 19, 2009	2	3	3	3	3	3	2	0	19	Dec 31, 2009 New Year's Eve 2009 (Thu)
Dec 20, 2009 to Dec 31, 2009	2	2	2	1	0	0	2	3	12	Jan 01, 2010 New Year's Day 2010 (Fri)
Jan 01, 2010 to Jan 02, 2010	0	0	0	0	0	1	0	0	2	
Jan 03, 2010 to Jan 31, 2010	4	4	4	4	4	4	5	0	29	
Feb 01, 2010 to Feb 28, 2010	4	4	4	4	4	4	4	0	28	
Mar 01, 2010 to Mar 31, 2010	5	5	5	4	4	4	4	0	31	
Total	47	52	51	51	49	51	52	12	365	12 Exceptions

Monthly Summary

Month	Conventional Transit							
	Scheduled	Revenue Hours		Total	Scheduled	Revenue Kilometers		Total
		Extra	Adjusted			Extra	Adjusted	
April, 2009	7,847.41	20.00		7,867.41	165,003.17	420.00		169,423.17
May, 2009	8,211.02	20.00		8,231.02	176,879.00	420.00		177,299.00
June, 2009	8,295.28	20.00		8,315.28	178,586.28	420.00		179,006.28
July, 2009	7,590.35	55.69		7,646.04	162,596.27	756.24		163,352.51
August, 2009	7,397.87	10.00		7,407.87	158,454.01	210.00		156,664.01
September, 2009	8,044.05	50.00		8,094.05	176,541.63	1,050.00		177,591.63
October, 2009	8,458.03	50.00		8,508.03	185,302.43	1,050.00		187,352.43
November, 2009	8,015.60	50.00		8,065.60	176,747.20	1,050.00		177,797.20
December, 2009	7,957.44	50.00		8,007.44	175,607.97	1,050.00		176,657.97
January, 2010	8,137.20	50.00		8,187.20	179,183.12	1,050.00		180,233.12
February, 2010	7,783.16	50.00		7,833.16	171,468.92	1,050.00		172,518.92
March, 2010	8,736.35	50.00		8,786.35	192,532.86	1,050.00		193,582.86
Total	95,467.76	475.69	0.00	96,943.45	2,103,827.06	9,576.24	0.00	2,113,403.30

Nanaimo A.O.A.

2009/

Schedule C**Nanaimo Regional Conventional Transit****Official AOA Amendment # 1****2009/2010**

TRANSIT REVENUE	
Farebox Cash	\$1,048,474
Tickets & Passes	\$1,572,710
BC Bus Pass	\$745,584
Advertising	\$50,420
TOTAL REVENUE	\$3,417,189
EXPENDITURES	
Fixed Costs	\$827,690
Variable Hourly Costs - Scheduled Service	\$4,510,905
Variable Hourly Costs - Extra Service	\$22,243
Variable Distance Costs - Scheduled Service	\$1,255,615
Variable Distance Costs - Extra Service	\$5,715
Maintenance - Running Repairs	\$894,521
Maintenance - Accident Repairs	\$15,500
ICBC Insurance	\$107,000
Captive Insurance	\$23,984
Information Systems	\$16,400
TOTAL DIRECT OPERATING COSTS	\$7,679,574
Marketing	\$75,000
Municipal Administration	\$153,591
BCT Management Services	\$477,918
TOTAL OPERATING COSTS	\$8,386,083
Debt Service - Vehicles (Local Share)	\$684,110
Debt Service - Equipment (Local Share)	\$16,803
Debt Service - Component (Local Share)	\$46,253
TOTAL DEBT SERVICE - LOCAL SHARE	\$747,166
TOTAL COSTS	\$9,133,249
COST SHARING	
Municipal Share of Costs	\$4,769,450
Municipal Flex Funded Amount	\$841,000
Less: Total Revenue	\$3,417,189
Less: Municipal Administration	\$153,591
Net Municipal Share of Costs	\$2,039,670
Authority Share of Costs	\$3,522,799
STATISTICS	
Scheduled Revenue Hours	96,467.76
Extra Revenue Hours	475.69
Scheduled Revenue Kilometres	2,103,927.06
Extra Revenue Kilometres	9,576.24
Total Passengers	2,457,495
Conventional Passengers	2,457,495



LED APPROVAL	
EAP	
COW	
RHD	
BOARD	
Transit - Oct 14 '09	

MEMORANDUM

TO: D. Trudeau
General Manager, Transportation and Solid Waste

DATE: October 7, 2009

FROM: J. Pope
Manager, Fleet and Transit Operations

FILE: 1220-01

SUBJECT: Tender Award for Transit Shelters

PURPOSE

To recommend awarding a construction and installation tender for transit shelters for Transportation Services.

BACKGROUND

Two significant infrastructure grant programs under the Federal Gas Tax Funding Program are available currently for transit projects and these can be accessed by the Regional District of Nanaimo (RDN). The two programs are the Public Transit Agreement (PTA) and the Public Transit Infrastructure Program (PTIP). There is a total of \$1,777,838 that can be used by the RDN to fund capital projects for transit.

At the end of 2007 staff made project submissions under the Public Transit Agreement and Public Transit Infrastructure Program funding programs. On March 14, 2008 staff was advised that the following projects were successful in receiving grant funding under the PTA and PTIP funding criteria:

- upgrade transit shelters at RDN's main exchanges;
- install electronic fare boxes on the fleet;
- construct a new transit exchange at Vancouver Island University (Malaspina);
- replace three (3) transit pool vehicles with *Smart Cars*;
- installation of priority lighting systems on the transit fleet and at major intersections; and,
- upgrade the Prideaux Street Exchange to provide better public access, shelters, lighting and improved washroom facilities.

Staff has put out a tender to upgrade transit shelters at main exchanges and transfer locations. These are shelters that the RDN owns and maintains throughout the community. Existing shelters are beyond the expected life cycle and are in poor condition, requiring extensive repairs or replacement. There are a total of 14 shelters that will be upgraded in this project.

The goal of the project is to provide new and appealing shelters at RDN transit exchanges, which will make using transit more attractive and hopefully increase ridership. Shelters will be larger with more seating, wheelchair accessible and provide energy efficient lighting.

Tenders for the work closed on September 18, 2009 with five firms submitting bids for the work. The bidders' results are as follows:

	BID PRICE	COMPLIANT DESIGN	ABLE TO MEET PROJECT SCHEDULE
Daytech Industries	\$195,874.20	No	No, additional 5 weeks required
Nanaimo Foundry & Engineering Works Ltd.	\$225,800.00	No	Yes
Inter-Kraft Contracting Ltd.	\$232,700.00	Yes	Yes
0503050 BC Ltd. (Tara Precision)	\$254,000.00	Yes	Yes
Signs of the Times Ent. Inc.	\$471,662.42	Yes	No, additional 3 weeks required

The bids from Daytech Industries and Nanaimo Foundry & Engineering Works Ltd. did not follow the design and, after seeking advice from legal counsel, both bids are disqualified as noncompliant. Inter-Kraft Contracting Ltd. is the lowest qualified bidder.

ALTERNATIVES

1. Award the contract for the transit shelter construction and installation project to Inter-Kraft Contracting Ltd. for the tendered price of \$232,700.
2. Award the contract for construction to another proponent.
3. Cancel the tender and proceed to separate negotiations.

FINANCIAL IMPLICATIONS

Inter-Kraft Contracting Ltd. was the lowest qualified bid received and is within the budget for this project. The BC Transit grants do not require cost-sharing from the RDN but the availability of funding will be exhausted once we spend \$1,777,838.

No other bidder was lower than Inter-Kraft Contracting Ltd. and met the tender requirements; therefore, staff does not recommend awarding the contract to another proponent.

SUSTAINABILITY IMPLICATIONS

The Transportation Department is working continuously on improving the viability and efficiency of public transit. Installing improved shelters will promote transit and assist the public in reducing their vehicle use and their carbon footprint.

SUMMARY/CONCLUSIONS


A tender for the construction and installation of transit shelters for Transportation services concluded on September 18, 2009. The lowest compliant bidder is Inter-Kraft Contracting Ltd. at an overall quoted price of \$232,700.

Staff recommends awarding the contract for construction and installation to Inter-Kraft Contracting Ltd.

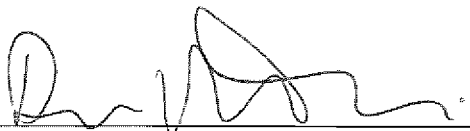
The project will be funded under the Federal Gas Tax Funding Program.

RECOMMENDATION

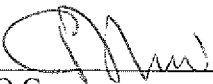
1. That Inter-Kraft Contracting Ltd. be awarded a contract for the construction and installation of transit shelters for the Nanaimo Regional Transit System for the tendered price of \$232,700.



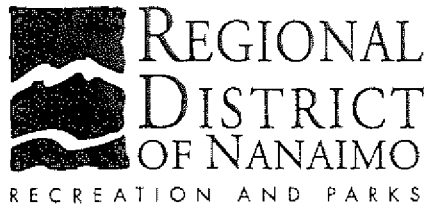
Report Writer



General Manager Concurrence



CAO Concurrence



LDR REPORT		
EAC APPROVAL		
EAC		
COV		
RHD		
BOARD	✓	01 27 '09

MEMORANDUM

TO: Carol Mason
Chief Administrative Officer

DATE: October 14, 2009

FROM: Tom Osborne
General Manager of Recreation and Parks

FILE:

SUBJECT: Crown Land Lease Offer for Nanoose Road Community Park (Area 'E')

PURPOSE

To report on a ten-year lease renewal offer received from the Provincial Government for an existing Community Park located at Nanoose Road in Electoral Area 'E'. The legal description of Nanoose Road Community Park is Lots 3, 4, 5 and 6, Plan 27190, District Lot 130 E&N, Nanoose District, containing 1.86 hectares (4.6 acres).

BACKGROUND

A ten-year lease renewal offer has been received from the Ministry of Agriculture and Lands for Nanoose Road Community Park. This lease offer is to replace the existing 2 year lease which expires February 14, 2010.

The Community Park on Nanoose Road is comprised of four Lots (3, 4, 5 and 6) and was originally leased by the Regional District from the Crown in February 1979. In 1991 a letter from the Province's Manager of Land Administration advised the Regional District that after a site visit by a Crown Land Officer "...the area appeared to be little used and unmaintained" and that a long-term lease renewal was unlikely without evidence of long-term development plans. The lease was then renewed for five years in 1994. The Regional District and community members made significant upgrades and replacements to the children's play equipment between 1994 and 1995. Additional upgrades to bring the play equipment and area up to meet the requirements of the Canadian Standards Association were made by staff and volunteers in 2000.

The Park consists of four wooded lots (a Douglas fir/arbutus mixed stand) with frontage onto Nanoose Road. The adjacent Lot 7 houses the fire hall. A walking path meanders through Lots 3, 4 and 5 – originally developed as a fitness trail with exercise stations at defined intervals. A children's play area is located partly on Lot 5 and partly on Lot 6. Lot 6 provides vehicle access to the park and also contains the wastewater disposal field for the fire hall, and a grassed volleyball court for the fire hall.

In 1999 staff became aware of the Province's interest in marketing vacant Crown land and had discussions regarding this property on several occasions. The Province was made aware that community interest for keeping the Community Park as green space and play space as shown in the Nanoose Bay Parks and Open Space Plan, which was approved in the Spring of 2001. Since that time, the Province only provided 2 year lease agreements for this Community Park until this latest offer which is now for a ten year term as attached as Appendix II.

ALTERNATIVES

1. That the Regional District accept the ten year lease renewal offer from the Ministry of Agriculture and Lands for Nanoose Road Community Park legally described as Lots 3, 4, 5 and 6, Plan 27190, District Lot 130 E&N, Nanoose District.
2. To not accept the ten year lease renewal offer from the Ministry of Agriculture and Lands for Nanoose Road Community Park.

FINANCIAL IMPLICATIONS

The lease offer before the Board requires a payment of \$211.05 in fees for processing and issuing the lease documents by November 20, 2009.

CONCLUSION


A ten-year lease renewal offer has been received from the Ministry of Agriculture and Lands for Nanoose Road Community Park. This lease offer is to replace the existing 2 year lease which expires February 14, 2010.

The Community Park on Nanoose Road is comprised of four Lots (3, 4, 5 and 6) and has been leased from the Crown since 1979 through a series of renewable lease agreements. Since 2002, the Province only provided 2 year lease agreements for this Community Park until this latest offer which is now for a ten year term.


Staff are recommending the ten year Lease offer be accepted as this Community Park continues to be an important park and green space for the Red Gap area of Nanoose Bay and the length of the Lease offer will provide more tenure security for the land.

RECOMMENDATION

That the Regional District accept the ten year Lease renewal offer from the Ministry of Agriculture and Lands for Nanoose Road Community Park legally described as Lots 3, 4, 5 and 6, Plan 27190, District Lot 130 E&N, Nanoose District as attached as Appendix II.

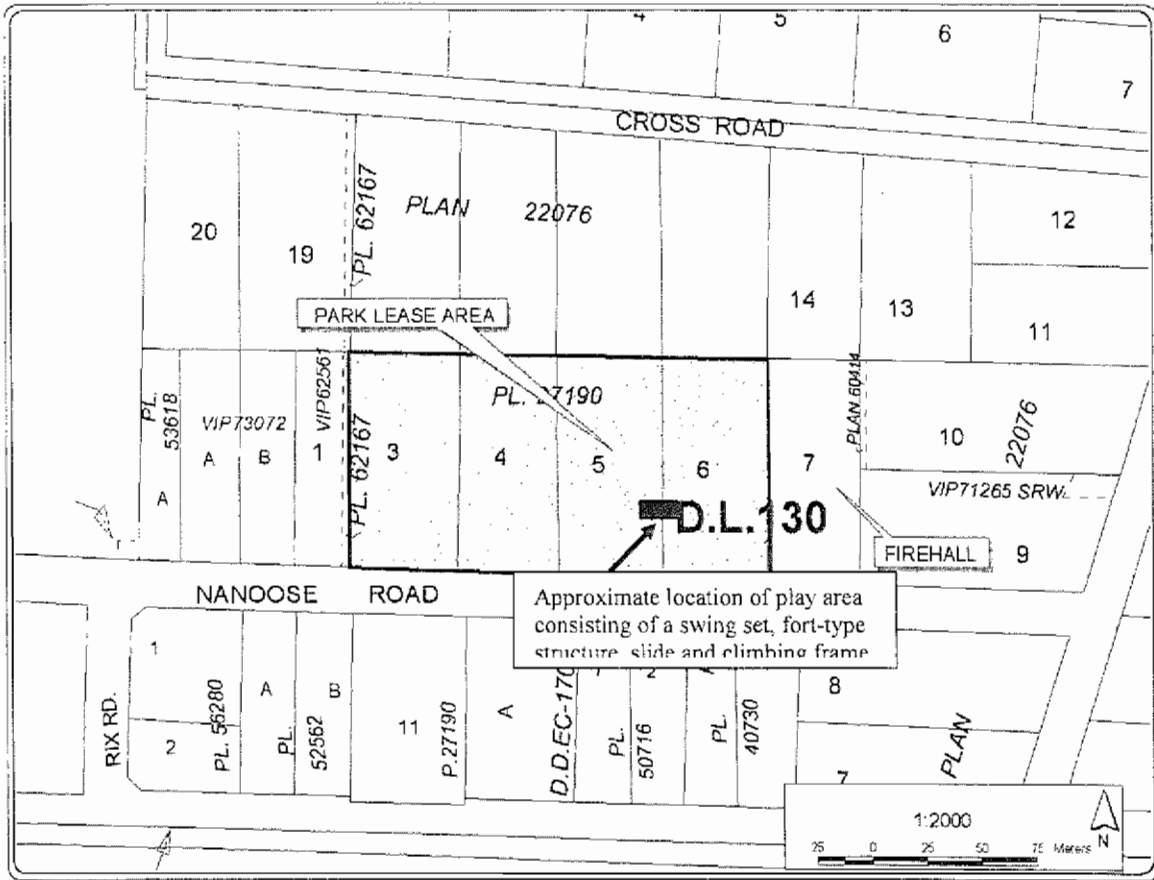


Report Writer



CAO Concurrence

Map illustrating expired Park lease area (Lots 3-6), adjacent fire hall parcel, and approximate location of existing children's play equipment.



Appendix II

Offer of Lease for Nanoose Road Community Park



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

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

GST Registration No: R107864738

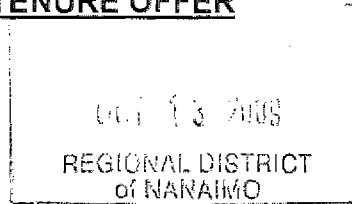
Your contact is: Barbara Biss

Our file: 0334087

TENURE OFFER

Date OCT 08 2009

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. 112945, which will expire February 14, 2010.

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

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>
Total Fees Payable	\$	<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 black ink, appearing to read "A. Carlson". The signature is written in a cursive style with a large initial "A" and a distinct "C".

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 OCT 0 8 2009 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 OCT 0 8 2009 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.: 875447

THIS AGREEMENT is dated for reference February 14, 2010 and is made under the *Land Act*.

BETWEEN:

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

(the "Province")

AND:

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

(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this lease;

"**Commencement Date**" means February 14, 2010;

"**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 10th 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.

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.

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 the following insurance with insurers licensed to do business in Canada:

- (i) Commercial General Liability insurance in an amount of not less than \$2,000,000 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

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

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

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

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

INTEGRATED LAND MANAGEMENT BUREAU
Suite 142 - 2080 Labieux Road
Nanaimo, BC V9T 6J9;

to you

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

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

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

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a 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

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

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

Authorized Signatory

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

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

