

REGIONAL DISTRICT OF NANAIMO

**COMMITTEE OF THE WHOLE
TUESDAY, OCTOBER 13, 2009
7:00 PM**

(RDN Board Chambers)

A G E N D A

PAGES

CALL TO ORDER

DELEGATIONS

MINUTES

5-8 Minutes of the regular Committee of the Whole meeting held September 8, 2009.

BUSINESS ARISING FROM THE MINUTES

COMMUNICATIONS/CORRESPONDENCE

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

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

UNFINISHED BUSINESS

CORPORATE ADMINISTRATION SERVICES

RDN Strategic Plan Update (verbal).

FINANCE AND INFORMATION SERVICES

FINANCE

11-13 Bylaw No. 1582 - To Establish a Reserve Fund for the Emergency Planning Service.

14-23 Bylaws No. 794.07, 821.07, 1001.03 – To Amend the Boundaries of the French Creek, Errington and Parksville Fire Protection Service Areas.

24-30 Dashwood Fire Protection Service – Renewal of Agreement to Provide Fire Hydrant Maintenance Services to the Little Qualicum Waterworks District.

- 31-45 Bow Horn Bay, Coombs Hilliers, Dashwood, Errington & Nanoose Fire Protection Services – Agreement for Provision of First Responder Services.

INFORMATION SERVICES

- 46-52 Lease Agreement Renewal - Rogers Communication Tower.

DEVELOPMENT SERVICES

BUILDING & BYLAW

- 53-54 Notice of Building Bylaw Contravention – 1531 Harold Road – Area ‘A’.

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

TRANSPORTATION AND SOLID WASTE SERVICES

SOLID WASTE

- 55-60 Solid Waste Collection & Recycling Service - Authority to Negotiate Garbage, Food Waste and Recycling Collection Contract.

WATER AND WASTEWATER SERVICES

WATER

- 61-63 Drinking Water Protection Service - Toilet Rebate Incentive Program.
- 64-67 Northern & Southern Community Sewer Services - Renewal of Agreement to Supply Ferrous Chloride.
- 68-75 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.

WASTEWATER

- 76-77 Madrona/Wall Beach – Sewer Service Petition Results.

COMMISSION, ADVISORY & SELECT COMMITTEE

District 69 Recreation Commission.

- 78-93 Minutes of the District 69 Recreation Commission meeting held September 17, 2009. (for information)
- 1. That \$1,500 from the District 69 Recreation Grants Program be provided to the Rough Diamonds Project.*
 - 2. That the Terms of Reference for the Youth Recreation Services Plan be approved.*

3. *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.

94-99 Minutes of the Electoral Area 'A' Parks, Recreation and Culture Commission meeting held September 23, 2009. (for information)

100-105 **Costume Storage Funding and Yellow Point Drama Group**

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.

106-150 **Cedar Heritage Centre Lease Renewal**

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.

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

151-156 **Cedar Skate Park Funding**

That the Regional District fund up to \$139,0000 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.

157-158 Minutes of the Grants-in-Aid Advisory meeting held October 5, 2009. (for information)

District 68

That the following 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

That the following grants be awarded:

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

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.

159-161

Minutes of the Regional Liquid Waste Advisory Committee meeting held September 3, 2009. (for information)

ADDENDUM

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

NEW BUSINESS

BOARD INFORMATION (Separate enclosure on blue paper)

ADJOURNMENT

IN CAMERA

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

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON TUESDAY, SEPTEMBER 8, 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
Alternate	
Director D. Niwa	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 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
Alternate	
Director F. Pattje	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

CALL TO ORDER

The Chairperson welcomed Alternate Directors Niwa and Pattje to the meeting.

MINUTES

MOVED Director McNabb, SECONDED Director Johnstone, that the minutes of the regular Committee of the Whole meeting held July 14, 2009 be adopted.

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 Burnett, 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 Holme, SECONDED Director Burnett, 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 Sherry, SECONDED Director Bartram, 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 Bestwick, SECONDED Director Burnett, that the Wireless Network Feasibility report be received for information.

CARRIED

DEVELOPMENT SERVICES

BUILDING & BYLAW

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

Mr. Daryl Henry provided additional information with respect to his property at 1109 Island Highway West.

MOVED Director Westbroek, SECONDED Director Burnett, that should the property maintenance concerns not be rectified by September 22, 2009, pursuant to the "Unsightly Premises Regulatory Bylaw No. 1073, 1996", the Board directs the owner of the above-noted property to remove from the premises those items as set out in the attached resolution within fourteen (14) days; or the work will be undertaken by the Regional District's agents at the owner(s)' cost.

CARRIED

Building Inspection Service Funding.

MOVED Director McNabb, SECONDED Director Bartram, 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 McNabb, SECONDED Director Bartram, 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 McNabb, SECONDED Director Bartram, 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 Holme, 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 Holme, SECONDED Director Burnett, that the Board deny the disposal fee waiver request made by the Parksville-Qualicum branch of the BC SPCA.

CARRIED

The Committee requested that the letter include a suggestion be made to the BC SPCA that they may wish to apply for a grant-in-aid.

WATER AND WASTEWATER SERVICES

WASTEWATER

Bylaw No. 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 McNabb, 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 McNabb, 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 Niwa, SECONDED Director Bartram, 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 Young, 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

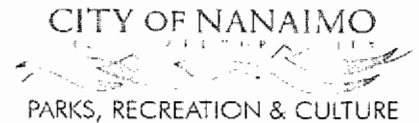
ADJOURNMENT

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

CARRIED

TIME: 7:30 PM

CHAIRPERSON



2009-OCT-07

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

Attention: Dennis Trudeau

On October 31st, 2009 the City of Nanaimo is hosting the Torch Relay Community Celebrations at Maffeo Sutton Park from 5:30pm to 9:15pm. Attendance at the event is estimated at 5,000 to 10,000 people. As you can well imagine it will be a strain on parking and traffic in the downtown core.

The City is requesting public transit assistance in providing additional bus service to and from the downtown core on the evening of October 31st to help decrease the amount of vehicular traffic in the downtown core.

Five locations were identified as possible pick up/drop off locations:

1. Country Club Mall
2. Beban Park Recreation Centre
3. University Mall
4. Vancouver Island University
5. Southgate Mall

Any assistance the Regional District of Nanaimo could provide would be greatly appreciated.

Sincerely,

Liz Williams

Liz Williams
Manager, Sport Tourism and Marketing
250.755.7514

C Richard Harding, Director Parks, Recreation and Culture

Pearse, Maureen

From: Mason, Carol
Sent: October 8, 2009 9:23 AM
To: Pearse, Maureen
Subject: FW: MOUNT ARROWSMITH BIOSPHERE FOUNDATION
For Committee of the Whole Agenda.

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

From: [andrew brown](mailto:andrew.brown)
To: jstanhope@shaw.ca
Cc: [Nancy Randall](mailto:Nancy.Randall) ; [Ronda Murdock](mailto:Ronda.Murdock) ; [Kari Nelson](mailto:Kari.Nelson)
Sent: Wednesday, September 30, 2009 8:17 AM
Subject: MOUNT ARROWSMITH BIOSPHERE FOUNDATION

Good Morning Mr Stanhope:

I introduced myself to you at the park dedication ceremony on Mount Arrowsmith two weeks ago.

You asked me to contact you as soon as I could.

As I mentioned at the ceremony, the Foundation is now getting organized and beginning to marshal its forces and identify strategic relationships and objectives.

Our Operating framework stipulates Foundation Board of fifteen, with 8 members elected and seven appointed .

Appointed positions are for representatives from Qualicum Beach, Parksville, Qualicum and Nanoose First Nations, Island Timberlands, Timberwest and the **NANAIMO REGIONAL DISTRICT**

Most of these positions are rapidly being filled, **But the RDN's is still open.**

We need an appointee as soon as possible for our annual monthly meetings and other events.

Ideally a senior planner would be best, someone with a broad knowledge of land ownership, parks, zoning, and current RDN regulations.

Please help us with this, Joe. Our work wont be successful without RDN involvement

Thanks

Andrew Brown
President
Mount Arrowsmith Biosphere Foundation
250 752-7010
250 240 2648 (cell)



REMOVED		
CAG APPROVAL		CM
EAP		
COW	✓	Oct 13 '09
RHD		
BOARD		

MEMORANDUM

TO: N. Avery
General Manager, Finance & Information Services

DATE: September 28, 2009

FROM: W. Idema
Manager, Financial Reporting

FILE:

SUBJECT: Emergency Planning Service Capital Reserve Fund

PURPOSE:

To introduce for three readings and adoption the “Emergency Planning Service Capital Reserve Fund Bylaw No. 1582, 2009”.

BACKGROUND:

The financial plan for the Emergency Planning Service includes new contributions to reserve funds commencing in 2009. An operating reserve will be used to cover the costs of replacing a vehicle assigned to the service once every five years. A second capital reserve is initially intended to cover the costs of emergency generators to be installed in emergency shelters in 2011 and 2014. The bylaw attached to this report establishes a capital reserve for this function.

ALTERNATIVES:

1. Approve the bylaw as presented.
2. Do not approve the bylaw.

FINANCIAL IMPLICATIONS:


If the bylaw is adopted, an initial \$14,000 will be transferred to the capital reserve fund, and \$6,000 will be set aside for vehicle replacement in accordance with the 2009 financial plan.

SUMMARY/CONCLUSIONS:


The 2009 budget includes transfers to reserves in the amount of \$20,000. Two reserves are proposed – one will be an operating reserve for vehicle replacement, and the second will be a capital reserve fund initially for the purchase of emergency generators.

RECOMMENDATION:

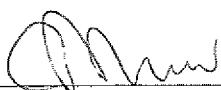
1. That "Emergency Planning Service Capital Reserve Fund Bylaw No. 1582, 2009" be introduced and read three times.
2. That "Emergency Planning Service Capital Reserve Fund Bylaw No. 1582, 2009" be adopted.



Report Writer



General Manager Concurrence



C.A.O. Concurrence

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1582

**A BYLAW TO ESTABLISH A CAPITAL RESERVE FUND
FOR THE EMERGENCY PLANNING SERVICE**

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to set aside funds to provide for costs related to meeting the objectives of the Emergency Planning Service;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the “Emergency Planning Service Capital Reserve Fund”.
2. Money from the current revenue of the Emergency Planning Service, to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for emergency planning costs which may exceed the annual budget for a year.
5. This bylaw may be cited as the “Emergency Planning Service Capital Reserve Fund Bylaw No. 1582, 2009”.

Introduced and read three times this 27th day of October, 2009.

Adopted this 27th day of October, 2009.

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION



FLOW REPORT		
CAGLA-RENOVAL <i>CM</i>		
EAP		
COV	✓	Oct 13 '09
RHD		
BOARD		

MEMORANDUM

TO: N. Avery
General Manager, Finance & Information Services

DATE: September 4, 2009

FROM: T. Moore
Manager, Accounting Services

FILE:

SUBJECT: Service Area Boundary Amendment Bylaws – Errington, French Creek and Parksville Local Fire Protection Services

PURPOSE:

To introduce three bylaws to address boundary amendments with respect to the Errington, French Creek and Parksville Local fire protection service areas.

BACKGROUND:

Recent subdivisions in areas bordering the City of Parksville and Electoral Areas 'F' & 'G' (Errington/French Creek) have resulted in certain properties not being accessible by the fire departments within whose boundaries the properties lie. This is a relatively common occurrence in rural/municipal boundary areas. Three bylaws are required to address two such current circumstances to ensure fast, efficient fire and emergency response to the affected properties.

Area 1

Twenty (20) properties in a subdivision at the end of Coldwater Road just outside the boundaries of the City of Parksville are currently included in the Parksville (Local) contract service area. These properties are now only accessible by the Errington Fire department. A map of the properties is included as Appendix A. Bylaw 821.07 will add 20 properties to the Errington Fire Protection Service Area and Bylaw 1001.03 will remove 20 properties from the Parksville (Local) contract area.

Area 2

The following property within the Errington Fire Protection Local Service Area and within Electoral Area 'G' is now only accessible through the City of Parksville which provides fire protection under contract to other properties in the French Creek area.

Property: 95 Renz Road – Electoral Area 'G'

Bylaw 821.07 will remove this property from the Errington Fire Protection Service area and Bylaw 794.07 will add this property to the French Creek Fire Protection Local Service Area.

ALTERNATIVES:

1. Receive the bylaws for first three readings and forward them to the Inspector of Municipalities for approval.
2. Make no amendments at this time.

FINANCIAL IMPLICATIONS:

The financial implications for property owners in the individual areas based on Local Service Area rates are as follows:

- Errington Fire \$43.60 per \$100,000
- Parksville Local Fire \$47.70 per \$100,000
- French Creek Fire \$36.60 per \$100,000

The financial implications are considered to be relatively minor given that the outcome is to ensure fast, efficient fire and emergency response to the affected properties.

SUMMARY/CONCLUSIONS:

Recent subdivisions in areas bordering the City of Parksville and Electoral Areas ‘F’ & ‘G’ (Errington/French Creek) have resulted in certain properties not being accessible by the fire departments within whose boundaries the properties lie. Three bylaws are required to address two such current circumstances to ensure fast, efficient fire and emergency response to the affected properties.

Bylaw 821.07 will add 20 properties to the Errington Fire Protection Service Area and Bylaw 1001.03 will remove 20 properties from the Parksville (Local) contract area.

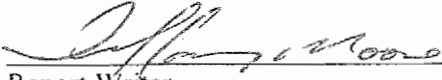
Bylaw 821.07 will remove a property from the Errington Fire Protection Service area and Bylaw 794.07 will add the property to the French Creek Fire Protection Local Service Area.

Staff recommend that the bylaws be approved as presented.


RECOMMENDATIONS:

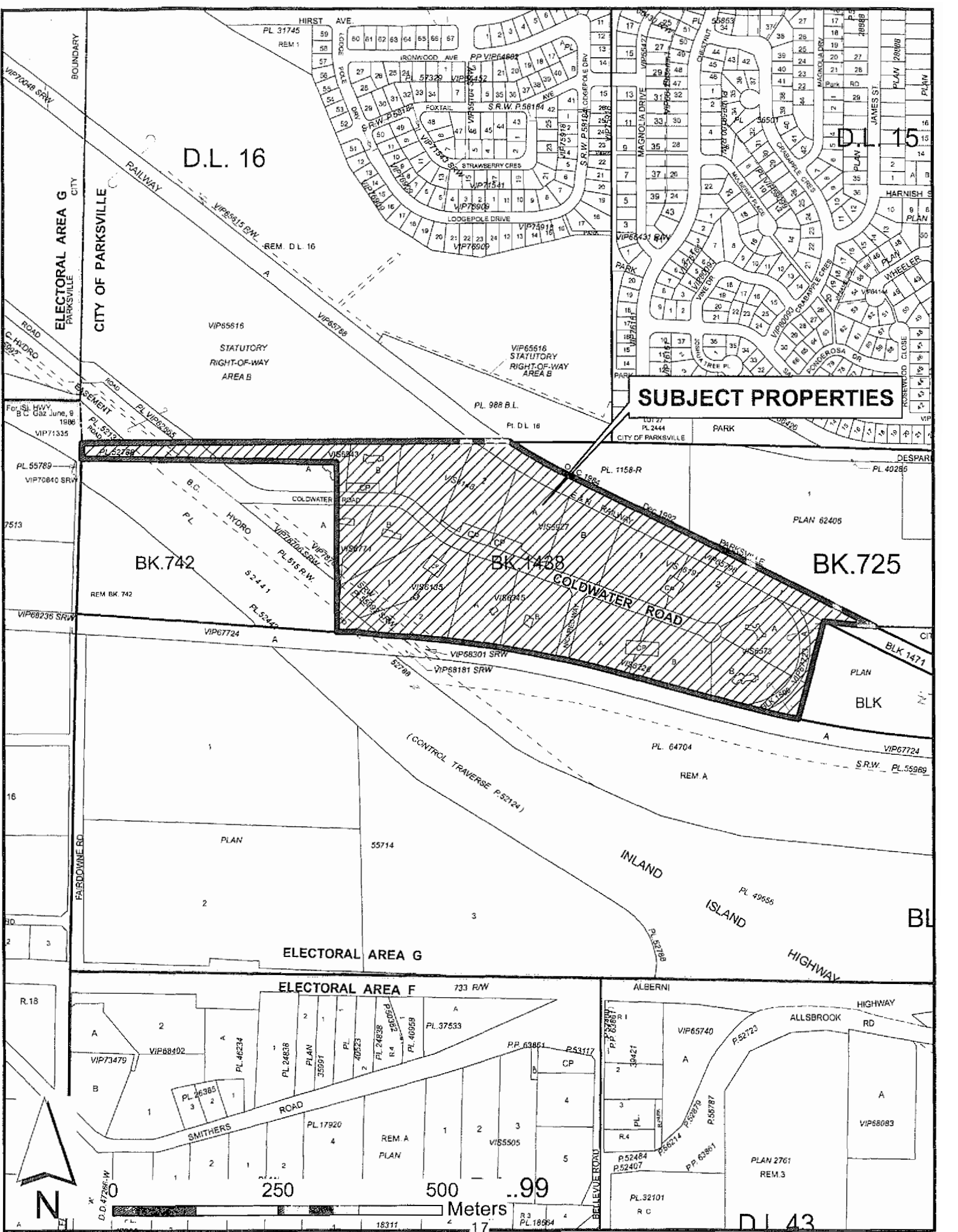
1. That “French Creek Fire Protection Local Service Area Boundary Amendment Bylaw No. 794.07, 2009” be introduced, read three times and forwarded to the Inspector of Municipalities for approval.
2. That “Errington Fire Protection Local Service Area Amendment Bylaw No. 821.07, 2009” be introduced, read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


Report Writer


General Manager Concurrence


CAO Concurrence



D.L. 16

D.L. 15

SUBJECT PROPERTIES

BK.742

BK.1438

BK.725

BLK

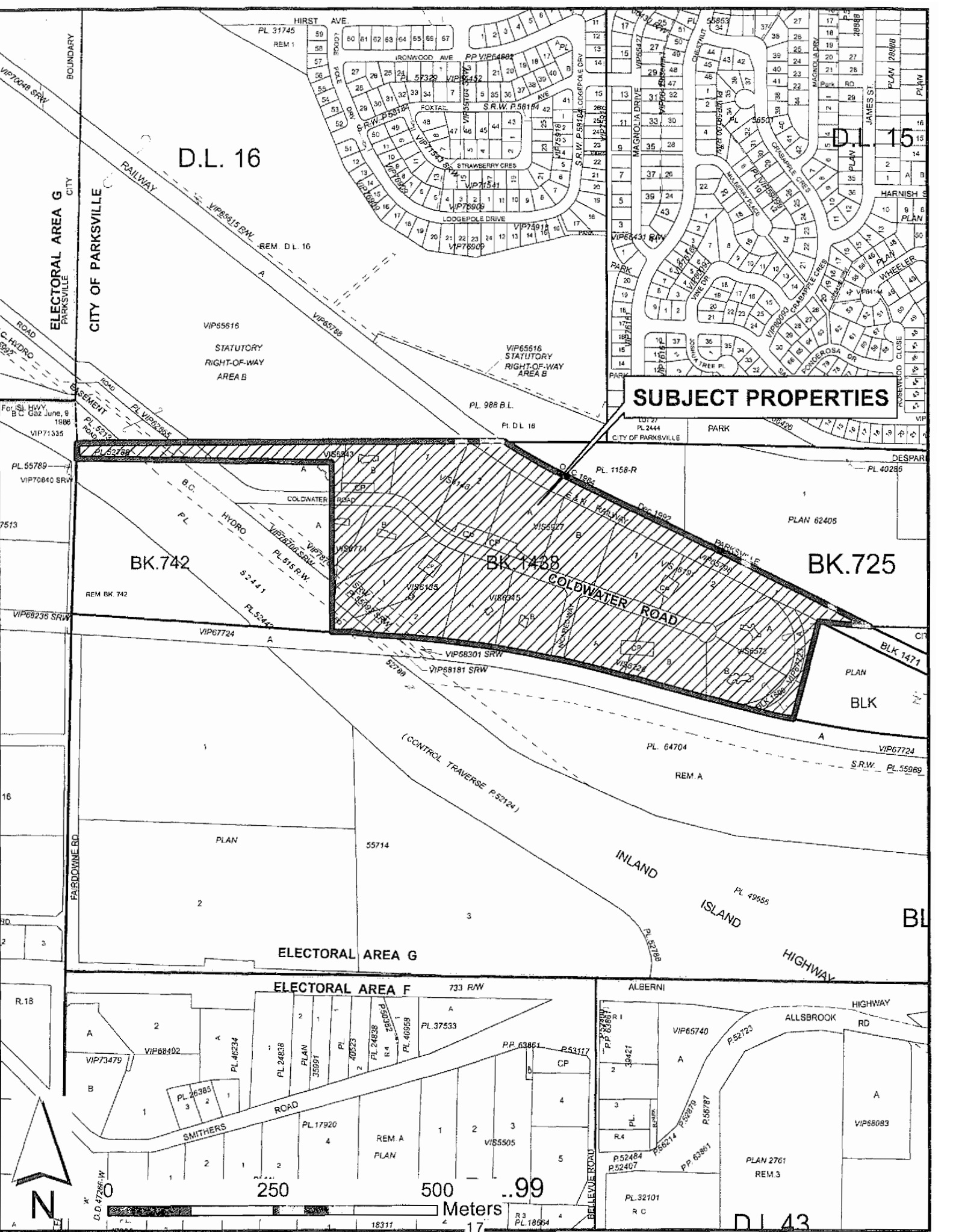
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ELECTORAL AREA G

ELECTORAL AREA F

0 250 500 .99
Meters

D.L. 43



REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 794.07

**A BYLAW TO AMEND THE BOUNDARIES
OF THE FRENCH CREEK FIRE PROTECTION
LOCAL SERVICE AREA**

WHEREAS the Board of the Regional District of Nanaimo established a service for the provision of fire protection pursuant to “French Creek Fire Protection Local Service Area Establishment Bylaw No. 794, 1990”, as amended;

AND WHEREAS as a result of subdivision and changes in property access, boundary amendments are recommended to ensure that the subject properties are properly protected in the event of a fire or emergency;

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

1. This bylaw may be cited as “French Creek Fire Protection Local Service Area Boundary Amendment Bylaw No. 794.07, 2009”.
2. The boundaries of the “French Creek Fire Protection Local Service Area” are hereby amended to include the following property:

95 Renz Road, Parksville, BC

Lot A, Plan VIP86857, District Lot 17, Land District 33
3. Schedule ‘A’ of Bylaw No. 794 is hereby deleted and replaced with Schedule ‘A’ attached to and forming part of this bylaw.

Introduced and read three times this ____ day of _____, 2009.

Received the approval of the Inspector of Municipalities this ____ day of _____, 2009.

Adopted this ____ day of _____, 2009.

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 821.07

**A BYLAW TO AMEND THE BOUNDARIES
OF THE ERRINGTON FIRE PROTECTION
LOCAL SERVICE AREA**

WHEREAS the Board of the Regional District of Nanaimo by “Errington Fire Protection Local Service Establishment Bylaw No. 821, 1990” established a service for the provision of fire protection;

AND WHEREAS as a result of subdivision and changes in property access, boundary amendments are recommended to ensure that the subject properties are properly protected in the event of a fire or emergency;

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

1. This bylaw may be cited as “Errington Fire Protection Local Service Area Amendment Bylaw No. 821.07, 2009”.
2. The boundaries of the “Errington Fire Protection Local Service Area” are hereby amended to include the properties listed on Schedule ‘B’ to this bylaw.
3. The boundaries of the “Errington Fire Protection Local Service Area” are hereby amended to exclude the properties listed on Schedule ‘B - 1’ to this bylaw.
4. Schedule ‘A’ of Bylaw No. 821 is hereby deleted and replaced with Schedule ‘A’ attached to and forming part of this bylaw.

Introduced and read three times this ____ day of _____, 2009.

Received the approval of the Inspector of Municipalities this ____ day of _____, 2009.

Adopted this ____ day of _____, 2009.

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION

Chairperson

Sr. Mgr., Corporate Administration

Schedule 'B'

Properties to be included:

1005 Coldwater Rd	769010801.032	Strata Lot A, Block 1438, Plan VIS6573, Land District 33
1012 Coldwater Rd	769010801.034	Strata Lot B, Block 1438, Plan VIS6573, Land District 33
1020 Coldwater Rd	769010801.061	Strata Lot B, Block 1438, Plan VIS6226, Land District 33
1025 Coldwater Rd	769010801.026	Strata Lot 2, Block 1438, Plan VIS6169, Land District 33
1050 Coldwater Rd	769010801.060	Strata Lot A, Block 1438, Plan VIS6226, Land District 33
1055 Coldwater Rd	769010801.025	Strata Lot 1, Block 1438, Plan VIS6091, Land District 33
1063 Coldwater Rd	769010801.022	Strata Lot B, Block 1438, Plan VIS5927, Land District 33
1066 Coldwater Rd	769010801.028	Strata Lot B, Block 1438, Plan VIS6345, Land District 33
1070 Coldwater Rd	769010801.027	Strata Lot A, Block 1438, Plan VIS6345, Land District 33
1071 Coldwater Rd	769010801.021	Strata Lot A, Block 1438, Plan VIS5927, Land District 33
1080 Coldwater Rd	769010801.024	Strata Lot 2, Block 1438, Plan VIS6135, Land District 33
1090 Coldwater Rd	769010801.023	Strata Lot 1, Block 1438, Plan VIS6135, Land District 33
1095 Coldwater Rd	769010801.058	Strata Lot 2, Block 1438, Plan VIS6148, Land District 33
1099 Coldwater Rd	769010801.055	Strata Lot 1, Block 1438, Plan VIS6148, Land District 33
1100 Coldwater Rd	769010801.084	Strata Lot B, Block 1438, Plan VIS6774, Land District 33
1110 Coldwater Rd	769010801.083	Strata Lot A, Block 742, Plan VIS6774, Land District 33
1115 Coldwater Rd	769010801.075	Strata Lot B, Block 742, Plan VIS6543, Land District 33
1119 Coldwater Rd	769010801.070	Strata Lot A, Block 742, Plan VIS6543, Land District 33
Railway Property	769019458.055	Lot 1, Block 1511, Plan VIP65798, Nanoose Land District
Railway Property	769019458.057	Lot A, Block 1500, Plan VIP67723, Nanoose Land District

Schedule 'B-1' to accompany "Errington
Fire Protection Local Service Area
Amendment Bylaw No. 821.07, 2009"

Chairperson

Sr. Mgr., Corporate Administration

Schedule 'B-1'

Property to be excluded:

Address: 95 Renz Road, Parksville, BC

Folio: 769009137.050

Legal Description: Lot A, Plan VIP86857, District Lot 17, Land
District 33

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1001.03

**A BYLAW TO AMEND THE BOUNDARIES
OF THE PARKSVILLE (LOCAL) FIRE
PROTECTION LOCAL SERVICE AREA**

WHEREAS the Board of the Regional District of Nanaimo has by “Parksville (Local) Fire Protection Local Service Area Conversion and Boundary Amendment Bylaw No. 1001, 1995” established a service for the provision of fire protection;

AND WHEREAS as a result of subdivision and changes in property access, boundary amendments are recommended to ensure that the subject properties are properly protected in the event of a fire or emergency;

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

1. This bylaw may be cited as “Parksville (Local) Fire Protection Local Service Area Boundary Amendment Bylaw No. 1001.03, 2009”.
2. The boundaries of the “Parksville (Local) Fire Protection Local Service Area” are hereby amended to exclude the properties listed on Schedule ‘A’ attached to this bylaw.
3. Schedule ‘B’ of Bylaw No. 1001 is hereby deleted and replaced with Schedule ‘B’ attached to and forming part of this bylaw.

Introduced and read three times this ____ day of _____, 2009.

Received the approval of the Inspector of Municipalities this ____ day of _____, 2009.

Adopted this ____ day of _____, 2009.

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION

 Chairperson

 Sr. Mgr., Corporate Administration

Schedule 'A'

1005 Coldwater Rd	769010801.032	Strata Lot A, Block 1438, Plan VIS6573, Land District 33
1012 Coldwater Rd	769010801.034	Strata Lot B, Block 1438, Plan VIS6573, Land District 33
1020 Coldwater Rd	769010801.061	Strata Lot B, Block 1438, Plan VIS6226, Land District 33
1025 Coldwater Rd	769010801.026	Strata Lot 2, Block 1438, Plan VIS6169, Land District 33
1050 Coldwater Rd	769010801.060	Strata Lot A, Block 1438, Plan VIS6226, Land District 33
1055 Coldwater Rd	769010801.025	Strata Lot 1, Block 1438, Plan VIS6091, Land District 33
1063 Coldwater Rd	769010801.022	Strata Lot B, Block 1438, Plan VIS5927, Land District 33
1066 Coldwater Rd	769010801.028	Strata Lot B, Block 1438, Plan VIS6345, Land District 33
1070 Coldwater Rd	769010801.027	Strata Lot A, Block 1438, Plan VIS6345, Land District 33
1071 Coldwater Rd	769010801.021	Strata Lot A, Block 1438, Plan VIS5927, Land District 33
1080 Coldwater Rd	769010801.024	Strata Lot 2, Block 1438, Plan VIS6135, Land District 33
1090 Coldwater Rd	769010801.023	Strata Lot 1, Block 1438, Plan VIS6135, Land District 33
1095 Coldwater Rd	769010801.058	Strata Lot 2, Block 1438, Plan VIS6148, Land District 33
1099 Coldwater Rd	769010801.055	Strata Lot 1, Block 1438, Plan VIS6148, Land District 33
1100 Coldwater Rd	769010801.084	Strata Lot B, Block 1438, Plan VIS6774, Land District 33
1110 Coldwater Rd	769010801.083	Strata Lot A, Block 742, Plan VIS6774, Land District 33
1115 Coldwater Rd	769010801.075	Strata Lot B, Block 742, Plan VIS6543, Land District 33
1119 Coldwater Rd	769010801.070	Strata Lot A, Block 742, Plan VIS6543, Land District 33
Railway Property	769019458.055	Lot 1, Block 1511, Plan VIP65799, Nanoose Land District
Railway Property	769019458.057	Lot A, Block 1500, Plan VIP67723, Nanoose Land District



CFO - RENEWAL (LN)		
EAP		
COV	✓	Oct 13 '09
RHD		
BOARD		

MEMORANDUM

TO: C. Mason
Chief Administrative Officer

DATE: October 5, 2009

FROM: N. Avery
General Manager, Finance & Information Services

FILE:

SUBJECT: Fire Hydrant Maintenance Agreement – Little Qualicum Waterworks District - Dashwood Fire Department

PURPOSE

To approve the renewal of an agreement for the use and maintenance of fire hydrants for the Dashwood Volunteer Fire Department.

BACKGROUND

The Little Qualicum Waterworks District is contained within the boundaries of the Dashwood Fire Protection Local Service Area and has installed several fire hydrants in its system to assist with firefighting purposes. An agreement has been in place since 1997 covering the maintenance of the hydrants by the Dashwood Volunteer Fire Department. The renewal agreement attached to this report has been reviewed and signed by the Board of the Little Qualicum Waterworks District and is presented for the Board's approval.

The agreement contains the following points:

- The Dashwood Fire Department is the Regional District's agent for the purposes of undertaking maintenance on the fire hydrants.
- The agreement is renewed for an initial five year period from January 1, 2007 to December 31, 2012 and for three further five year periods ending December 31, 2029 (New).
- The Waterworks District is responsible to advise the Regional District when hydrants are damaged or out of service and when they have been returned to service.
- The Waterworks District does not represent that there is a guaranteed quantity of water available from its hydrants at any time.
- The Regional District is not responsible for replacing or repairing damaged hydrants unless the damage is a result of our use.
- The Waterworks District shall on demand, provide evidence that it maintains a current policy of commercial general liability in an amount not less than \$5,000,000 (New).

- The agreement can be terminated at the end of any calendar year of a Term by either party, if notice is given no later than March 31st of the current year.

ALTERNATIVES

1. Authorize the execution of the fire hydrant maintenance agreement as presented.
2. Recommend further amendments and return the agreement for further review by the Waterworks District.

FINANCIAL IMPLICATIONS

The cost of the hydrant maintenance has been incorporated into the Dashwood Fire Department operating budget since 1997. There are no significant changes anticipated to the amounts budgeted at this time.

SUMMARY/CONCLUSIONS


The Regional District and the Little Qualicum Waterworks District have had an agreement covering the maintenance of fire hydrants within the Dashwood Fire Protection Local Service Area since 1997. The last renewal period expired in 2007 – staff have recently updated the agreement to provide for additional automatic renewal periods (up to December 31, 2029) and to ensure that the Waterworks District carries sufficient insurance to meet any obligations under the agreement. The Waterworks District has reviewed the agreement and returned a signed copy. Staff recommend approving the agreement as presented.

RECOMMENDATION:

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.



Report Writer



C.A.O. Concurrence

FIRE HYDRANT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2009

BETWEEN:

LITTLE QUALICUM WATERWORKS DISTRICT
Box 277
Qualicum Beach, BC
V9K 1S8

(hereinafter called the “Waterworks District”)

OF THE FIRST PART

AND:

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

(hereinafter called the “Regional District”)

OF THE SECOND PART

WHEREAS:

- A. The District is authorized by its Bylaw No. 964 and subsequent amendments to provide fire protection services to the Dashwood Fire Protection Local Service area within Electoral Areas ‘G’ and ‘H’;
- B. Certain fire hydrants located within the Dashwood Fire Protection Local Service Area (the “Local Service Area”) are the property of the Waterworks District;
- C. The Waterworks District has agreed to permit the use of its fire hydrants within the Local Service Area by the District or its contractors for the District’s fire protection services;
- D. It has been agreed that the Regional District or its contractors will provide fire hydrant maintenance services hereinafter defined within the Local Service Area.
- E. For the purposes of this agreement the Dashwood Volunteer Fire Department Society is the Regional District’s contractor.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, and in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

TERM

1. The term of this agreement commences on January 1, 2007 and ends on December 31, 2012 (the "Term").
2. This agreement shall renew automatically for three further terms as follows, unless terminated earlier as provided herein:

January 1, 2013 to December 31, 2018
January 1, 2019 to December 31, 2023
January 1, 2024 to December 31, 2029

ACCESS AND USE

1. The Regional District or its contractors will have the right to:
 - (a) inspect, flow test and check any or all hydrants;
 - (b) advise the Waterworks District of any deficiencies noted in the water system;
 - (c) operate hydrants and hookup hoses for the purposes of fire fighting and practice;
 - (d) draw water at no charge for fire fighting and for practice.

RESPONSIBILITIES OF THE WATERWORKS DISTRICT

2. The Waterworks District grants to the Regional District or its contractors, permission to use all fire hydrants identified in Section 5 for the purpose of the Regional District providing fire protection in the Local Service Area.
3. The Waterworks District will ensure that the Regional District's contractor is notified in a timely manner of the identification number of hydrants as and when they are:
 - i. damaged or out of service for whatever reason
 - ii. being repaired
 - iii. draining poorly and in all cases
 - iv. when they are back in service
4. Notwithstanding Paragraph 3 the Waterworks District makes no representation with respect to the quantity of water available from any fire hydrant at any time

5. The Waterworks District will provide the Regional District within ONE (1) MONTH of the signing of this Agreement a copy of a drawing showing the location of all hydrants appropriately numbered, water mains, storage and pumping facilities, and shall advise the Regional District's contractor prior to the installation of all new hydrants in order to provide the Regional District, or its contractor, the opportunity to comment on the locations.
6. The Waterworks District and the Regional District agree to work cooperatively to determine fire hydrant upgrades which will assist the Regional District or its contractor to provide fire protection in the Local Service Area. The cost of upgrades will be mutually agreed upon between the Waterworks District and the Regional District.
7. Should a fire hydrant be damaged beyond use or be destroyed through no fault of the Regional District, the Waterworks District shall replace same as soon as possible. The cost to replace a fire hydrant will be the responsibility of the Waterworks District unless the damage is the result of the active use of the hydrant by the Regional District or its contractor.

RESPONSIBILITIES OF THE REGIONAL DISTRICT

8. The Regional District's contractor will carry out or cause to be carried out a program of annual servicing in accordance with Schedule 'A' and the contractor will forward a copy of the annual maintenance report to the Waterworks District.
9. It will not be the responsibility of the Regional District or its contractors to:
 - i. maintain or provide fire flow water at hydrants;
 - ii. provide storage of water for fire fighting purposes;
 - iii. replace or repair damaged hydrants except where negligence by the Regional District is the cause;
 - iv. provide any servicing or maintenance in connection with flushing hydrants;
 - v. pay for any of the above except for negligence as outlined in 8(iii) above.

INDEMNITY AND INSURANCE

10. The Waterworks District shall not be liable for any damages, expenses or losses of the Regional District, its officers, employees or its contractor under this Agreement occurring by reason of suspension or discontinuation of water to any fire hydrant where such suspension or discontinuation is caused by circumstances beyond the control of the Waterworks District.
11. The Regional District agrees to indemnify and save harmless the Waterworks District, its officers or employees from any and all actions, claims, suits or judgements arising out of or in connection with the maintenance or use of fire hydrants outlined under this Agreement.
12. The Waterworks District shall on demand provide evidence that it maintains a current policy of commercial general liability in an amount of not less than \$5,000,000 with coverage for bodily injury, property damage and death.

AMENDMENT AND TERMINATION

- 11. This Agreement may be amended by written mutual agreement.
- 12. This Agreement may be terminated at the end of any calendar year of the Term by the giving of notice, in writing, by either party to the other no later than March 31st of that year.

CONTINUING AGREEMENT

- 13. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

The Corporate Seal of the)
LITTLE QUALICUM WATERWORKS DISTRICT)
was hereto affixed in the presence of:)
)
)
)
_____)
Chairperson)
)
_____)
Secretary)

The Corporate Seal of the)
REGIONAL DISTRICT OF NANAIMO)
was hereto affixed in the presence of:)
)
)
)
_____)
Chairperson)
)
)
_____)
Sr. Mgr. Corporate Administration)

SCHEDULE 'A'

**FIRE SERVICES AGREEMENT
BETWEEN THE LITTLE QUALICUM
WATERWORKS DISTRICT, AND
THE REGIONAL DISTRICT OF NANAIMO**

HYDRANT SERVICE PROGRAM

**MAINTENANCE PROGRAM IN ACCORDANCE
WITH THE FOLLOWING RECOMMENDATIONS**

(To be done once per calendar year)

1. Dismantle and check all gaskets.
2. Check drip valve rubber.
3. Check rubber on main gate.
4. Check all working parts for wear.
5. Grease threads with water repellent grease (Arcon #1 squeeze tubes).
6. Check for proper draining.
7. Pressure test for leaks.
8. Check for high water and freezing.
9. Repair and replace all parts as required by normal use and wear and tear.
10. Paint and re-paint as required to ensure that colours are vivid and paint in good condition.
11. Keep maintenance records of each hydrant.
12. Brushing out as required.



CAP APPROVAL	
EAP	
CCW	✓ CA 13 '09
RHD	
BOARD	

MEMORANDUM

TO: C. Mason
Chief Administrative Officer

DATE: October 5, 2009

FROM: N. Avery
General Manager, Finance & Information Services

FILE:

SUBJECT: First Responder Agreement – Emergency and Health Services Commission

PURPOSE:

To recommend entering into an agreement covering the provision of First Responder services to the Province of BC.

BACKGROUND:

Many local government fire departments provide First Responder medical aid services. This program began somewhat informally through the BC Ambulance service and it has been the desire of local governments to have more formal agreements clearly outlining the roles of each agency during a response. The Province provided the UBCM with copies of a proposed agreement and the UBCM has provided a letter of endorsement. The Municipal Insurance Association has reviewed the indemnity provisions and advised that they are acceptable.

The agreement does not provide any compensation for the services and this remains an outstanding point of discussion between UBCM and the Province. However, the practice of emergency medical aid response is now longstanding and is providing sustained activity to volunteer fire departments in the face of declining fire incidents.

Among the Regional District of Nanaimo’s rural fire departments, the Bow Horn Bay, Dashwood, Coombs Hilliers, Errington and Nanoose Bay volunteer fire departments provide some level of First Responder services.

The agreement includes the following points:

- An Agency (i.e. the local government/fire department) shall only permit trained personnel to provide emergency medical services.
- First Responders shall follow the directions of an Emergency Medical Assistant employed by the Commission when both have been dispatched to an emergency incident.
- To the extent that an Agency does not have a policy of insurance the Commission will indemnify and hold harmless the Agency from all claims excluding gross negligence, travel to/from an incident, bodily injury or death sustained by a First Responder. In the event of a claim, the Commission with the consent of the Agency, may make a settlement provided that the Agency is not required to admit liability.

The Regional District is covered by the Municipal Insurance Association. The indemnity provisions would result in the Commission taking the lead on investigation and defense of any claims and to the extent that our insurance coverage is insufficient, would pay the costs of any settlement.

Staff have corresponded with all of our volunteer fire departments and there are no objections to the content of the agreement.

ALTERNATIVES:

1. Approve entering into a Consent and Indemnity Agreement for emergency medical response services as presented, on behalf of the Bow Horn Bay, Dashwood, Coombs Hilliers, Errington and Nanoose Bay volunteer fire departments.
2. Decline to enter into the proposed agreement.

FINANCIAL IMPLICATIONS:

The investment to undertake and maintain a First Responder component varies among departments depending on the numbers of trained responders and equipment purchased. Medical emergency calls now make up between 40% – 50% of the annual calls in each of these departments. This is not atypical. Many fire departments have experienced a decline in fire emergencies as property owners are better educated and building materials have improved. The evolution of fire departments to fire and rescue departments has been identified as needing better Provincial recognition in the draft report on a new fire services model prepared by the Fire Liaison Group. However, all of the above noted departments have been providing first responder services for more than five years and the financial implications are reflected in their current operating budgets.

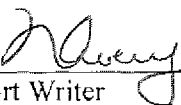
SUMMARY/CONCLUSIONS:

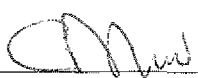
The Province of BC's Emergency and Health Service Commission has drafted a First Responder agreement which formalizes the roles and responsibilities of agencies providing emergency medical aid services. The agreement clearly identifies the responsibility of the Commission to indemnify an Agency providing First Responder services, where other insurance coverage is not adequate. The Regional District's responsibility, through the Societies which manage volunteer fire departments, is to ensure adequate training for personnel responding to medical emergencies. Both the UBCM and the Municipal Insurance Agency have reviewed the agreement and have provided statements of support to local governments wishing to provide First Responder services.

Staff recommends entering into the agreement as presented. (Note: the "Agency" name will be revised to the Regional District of Nanaimo).

RECOMMENDATIONS:

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.


Report Writer


C.A.O. Concurrence



Emergency and Health
Services Commission

August 12, 2009

File: 51050-20/FRCC
Cliff: 797757

All First Responder Agencies

Dear Members:

Please find enclosed the new Consent and Consent and Indemnity Agreements for your organization's signing authority signature. Depending on insurance coverage some First Responder Agencies may want to sign the 'consent only' agreement. However, all First Responder Agencies should review both agreements so as to ensure the best indemnification possible.

For your records, please find attached a copy of the authorization from Keith R. Gibson of the Municipal Insurance Association of BC and a letter from Ken Vance of the Union of BC Municipalities.

Please remember these agreements must be signed by an individual who has signing authority for the Municipality, Regional District, or Society. For many Fire Departments throughout the province, this may not be the Fire Chief but it may be the City Administrator or a similar position. Please take the time to find out who has the signing authority and have that person sign the new agreements. A finalized copy will be sent to their office for record keeping purposes.

I would like to thank you in advance for having the agreements signed and returned to my office.

Sincerely,

Randy Shaw
Director, First Responder Services

June 24, 2009

Chief Steve Gamble
Fire Chiefs' Association of B.C.
Unit 9 - 715 Barrera Road
Kelowna, BC
V1W 3C9

Dear Chief Gamble:

Re: First Responder Agreements

UBCM has reviewed the agreements developed by the Emergency and Health Services Commission for the delivery of first responder services. The review was done as a result of a decision by the Commission to require formal agreements be signed prior to first responder services being undertaken.

UBCM undertook the review in cooperation with fire service representatives and the Municipal Insurance Association. A number of issues were identified regarding operating practices and regional district responsibility and liability associated with providing first responder services. All of the issues identified in the review were addressed by the Emergency and Health Services Commission in the final draft of the agreement.

I hope this information is of assistance in dealing with the First Responder Agreements.

Yours truly


Ken Vance
Senior Policy Advisor



390 - 1050 Homer Street
Vancouver, BC V6B 2W9
Phone: 604 683 6266 Fax: 604 683 6244
www.miabc.org
kgibson@miabc.org

Cleve Molsberry
Vice President
Corporate Policy and Planning
Emergency Health Services Commission
PO Box 9600 Stn Prov Govt
Victoria, B.C. V8W 9P1

sent via email Cleve.Molsberry@gov.bc.ca

Dear Cleve

Re: FR Working Group - Amended Indemnity

At the request of the Working Group this letter is to confirm the Municipal Insurance Association of British Columbia finds the amended indemnity, which was circulated by email on Wednesday, March 18, 2009, acceptable.

Yours truly

Keith R. Gibson, CRM
Risk Manager

FIRST RESPONDER AGREEMENT (CONSENT AND INDEMNITY)

THIS AGREEMENT dated for reference the 12th day of August 2009

BETWEEN:

Her Majesty the Queen in Right of the Province of British Columbia,
represented by the Emergency and Health Services Commission
continued under the provisions of the *Emergency and Health
Services Act*, R.S.B.C. 1996, c. 182

(the "Commission")

AND: **Nanoose Bay Volunteer Fire Department**

(the "Agency")

(together the "Parties")

WHEREAS:

- A. Under the provisions of the *Emergency and Health Services Act*, R.S.B.C. 1996, c. 182, the Commission has the power and authority to:
- (a) provide emergency health services in British Columbia; and
 - (b) to assist hospitals, other health institutions and agencies, municipalities and other organizations and persons, to provide emergency health services and to train personnel to provide services, and to enter into agreements or arrangements for that purpose;

and no person may do anything that the Commission is given the power to do except with the written consent of the Commission, and on terms it may specify.

- B. The Agency has employees or volunteer members who are licensed as EMA FR under the provisions of the *Emergency Medical Assistants Regulation*, B.C. Reg. 562/2004.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the Parties), the Parties agree as follows:

Version for Execution – Approved May 21, 2009

1.0 INTERPRETATION

1.1 "EMA FR" has the same meaning as in the *Emergency Medical Assistants Regulation*, B.C. Reg. 562/2004;

"Emergency Health Service" has the same meaning as in the *Emergency and Health Services Act*;

"Emergency Medical Assistant" has the same meaning as in the *Emergency and Health Services Act*;

"First Nation" has the same meaning as in the *Community Charter*, S.B.C. 2003, c. 26;

"First Responder" means an individual who is licensed as an EMA FR in British Columbia;

"Local Authority" has the same meaning as in the *Community Charter*, S.B.C. 2003, c. 26.

2.0 TERM

2.1 This Agreement will continue until it is terminated in accordance with section 16.1.

3.0 CONSENT

3.1 The Commission consents to the Agency:

- (a) providing Emergency Health Services in British Columbia by way of its First Responders; and
- (b) training personnel to provide Emergency Health Services and entering into agreements or arrangements for that purpose;

(collectively "the Services"), subject to the terms and conditions contained in this Agreement.

4.0 REQUIREMENT TO BE A LEGAL ENTITY

- 4.1 The Agency must be a Local Authority or First Nation, or be a non-profit corporation.
- 4.2 An Agency which is not a Local Authority or First Nation must provide the Commission with:
- (a) a certificate of incorporation issued under the British Columbia *Society Act*, R.S.B.C. 1996, c. 433; or
 - (b) Letters Patent granted under the Federal *Canada Corporations Act*, Part 2, R.S.C. 1970, c. C-32.

5.0 DISPATCH

- 5.1 The Agency will only provide Emergency Health Services at the request of the Commission through the Commission's Emergency Medical Dispatch System.

6.0 SERVICES

- 6.1 It is a condition of this Agreement that an Agency will only allow a First Responder to provide Emergency Health Services:
- (a) for which the First Responder has been trained; and
 - (b) with respect to which the First Responder is licensed and holds a proper licence endorsement under the *Emergency Medical Assistants Regulation*, B.C. Reg. 562/2004.

7.0 DIRECTION

- 7.1 Subject to section 7.2, the Agency will require its First Responders to accept direction from an Emergency Medical Assistant employed by the Commission who has been dispatched by the British Columbia Ambulance Service to the scene of a medical emergency when:
- (a) both a First Responder and an Emergency Medical Assistant are in attendance;
 - (b) the direction provided by the Emergency Medical Assistant is directly related to the provision of Emergency Health Services;

- (c) the direction provided by the Emergency Medical Assistant does not require the First Responder to provide any Emergency Health Services for which the First Responder is not licensed or does not hold a proper license endorsement under the *Emergency Medical Assistants Regulation*, B.C. Reg. 562/2004; and
- (d) the Agency has received the consent of the Commission under this Agreement to provide the Emergency Health Services for which direction is being given by the Emergency Medical Assistant.

7.2 First Responders may, at their discretion, accept direction or assistance from an off-duty Emergency Medical Assistant employed by the Commission if the First Responder believes that the direction is in the best interests of the patient.

8.0 INDEMNITY

- 8.1 To the extent that the Agency is not indemnified under a valid and collectible policy of insurance, the Commission will indemnify and save harmless the Agency, against and from, all claims which may be brought or made by any person against the Agency or its First Responders in consequence of providing the Services in British Columbia in accordance with this Agreement, and whether sustained or incurred by reason of negligence or default, including legal fees and disbursements.
- 8.2 Despite section 8.1, the Commission will not indemnify or save harmless the Agency against claims which are the result of:
- (a) the gross negligence or willful, wanton or reckless conduct of a First Responder in providing the Services;
 - (b) a First Responder providing Services for which they have not been trained and for which they are neither licensed nor hold a proper license endorsement under the *Emergency Medical Assistants Regulation*, B.C. Reg. 562/2004;
 - (c) a First Responder traveling to or from a location for the purposes of providing the Services;
 - (d) a First Responder sustaining bodily injury or death as a result of providing the Services;

- (e) the Agency or a First Responder failing to comply with the terms of this Agreement.

9.0 DEFENCE

9.1 For the purpose of this part:

"Action" means any action in which a Claim is brought, made or advanced against the Agency;

"Claim" means any Claim contemplated by section 8.1;

"Judgment" means an award of damages or other monetary compensation made in an Action which the Agency is ordered to pay by any court having proper jurisdiction, as a result of any Claim brought made or advanced against the Agency; and

"Settlement" means an agreement to compromise a Claim or an Action.

- 9.2 Upon the Agency becoming aware of any pending or threatened Claim or Action, written notice must be given by or on behalf of the Agency to the Commission within ten business days.
- 9.3 The Commission will investigate each Action or Claim as the Commission considers necessary, and must pay the costs of any investigation.
- 9.4 If the Commission has reasonable grounds for believing that any of the circumstances described in section 8.2 applies to the Action, the Commission may refuse to defend the Action. Such refusal will not relieve the Commission from its obligations to indemnify the Agency if it is subsequently determined that section 8.2 does not apply to the Action.
- 9.5 If the Commission obtains the written consent of the Agency (which the Agency agrees not to unreasonably withhold), the Commission may make a Settlement, provided that the Agency or its First Responders will not be required as part of the Settlement to admit liability.
- 9.6 If the Agency fails to give consent to the terms of a proposed Settlement under section 9.5, the Commission may require the Agency to negotiate or defend the Action independently of the Commission. In this case, any amount in excess of the Settlement negotiated by the Commission will not be recoverable under this Indemnity, and the Commission will only be responsible for legal fees and costs up to the time when the Settlement could have been made.

9.7 In respect of any claim or action which is founded upon any of the acts specified in section 8.2, the Agency will defend or negotiate a settlement and pay any compensation or other payment under any such settlement or any judgment.

10.0 COMMUNICATIONS

10.1 The Agency must provide the Commission with one of the following:

- (a) a telephone number which allows the Commission to communicate with the Agency; or
- (b) proof that the First Responders can be efficiently dispatched by the Commission.

11.0 RELATIONSHIP

11.1 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the Parties pursuant to this Agreement.

12.0 MONEY

12.1 The Agency will not in any manner whatsoever commit or purport to commit the Commission to the payment of money to any person, firm or corporation.

13.0 ASSIGNMENT

13.1 The Agency will not assign, directly or indirectly, this Agreement or any right under this Agreement.

13.2 The Agency will not sub-contract the provision of the Services.

14.0 NON-WAIVER

14.1 No term or condition of this Agreement and no breach by the Agency of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Commission.

- 14.2 The written waiver by the Commission of any breach by the Agency of any term or condition of this Agreement will not be deemed to be a waiver of any other provision or any subsequent breach of the same or any other provision of this Agreement.

15.0 APPROVALS

- 15.1 This Agreement does not operate as a permit, license, approval or other statutory authority which the Agency may be required to obtain from the Province of British Columbia or any of its agencies in order to provide the Services.
- 15.2 Nothing in this Agreement is to be construed as interfering with the exercise by the Province of British Columbia or its agencies of any statutory power or duty.

16.0 TERMINATION

- 16.1 The Commission may terminate this Agreement immediately on giving written notice of termination to the Agency for the Agency's failure to comply with the terms and conditions of this Agreement; and both Parties may terminate the Agreement on giving thirty (30) days' written notice of termination to the other Party.

17.0 NOTICES

- 17.1 Any written communication must be mailed, personally delivered or faxed to the following address:

if to the Commission:

Director, First Responder Services
Emergency and Health Services Commission
302 – 2955 Virtual Way
Vancouver BC V5M 4X6
Fax: (604) 660-6702

if to the Agency:

Name: _____

Title: _____

Address: _____

Fax Number: _____

17.2 Any written communication from a Party will be deemed to have been received by the other Party on the third business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed.

17.3 Any Party may, from time to time, notify the other Party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of section 17.1 of this Agreement, be deemed to be the mailing address of the Party giving notice.

18.0 EXECUTION

18.1 The Director, First Responder Services, is authorized to enter into and execute this Agreement on behalf of the Commission.

18.2 The Agency represents and warrants that it has authorized the signatory who has signed this Agreement on its behalf to enter into and execute this Agreement on its behalf without affixing the Agency's common seal.

19.0 MISCELLANEOUS

19.1 All of the provisions of this Agreement in favour of the Commission, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

19.2 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

19.3 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the Parties.

- 19.4 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby, and will be enforceable to the extent permitted by law.
- 19.5 Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.
- 19.6 Time will be of the essence in this Agreement.
- 19.7 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 19.8 Any reference to a statute in this Agreement, whether or not that statute has been defined, includes all regulations at any time made under or pursuant to that statute and any amendments to that statute.
- 19.9 In this Agreement, wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context so requires.
- 19.10 This Agreement will enure to the benefit of and be binding upon the Parties and their successors and permitted assigns.
- 19.11 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.

19.12 This Agreement may be executed in counterpart, which when taken together will constitute one and the same Agreement. This Agreement may be executed by the exchange of signed counterparts by facsimile transmission or electronically in PDF or similar secure format.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first written.

Director, First Responder Services)
THE EMERGENCY AND HEALTH)
SERVICES COMMISSION) _____
)
) Name: _____
)
) Title: Director, First Responder
Services

Duly Authorized Signature of)
THE AGENCY) _____
)
) Name: _____
)
) Title: _____



CAO APPROVAL		ON
EAP		
CCW	/	Oct 13 '09
RHD		
BOARD		

MEMORANDUM

TO: Nancy Avery
General Manager, Finance and Information Services

DATE: October 5, 2009

FROM: M. Moody
Manager, Information Services

FILE:

SUBJECT: Rogers Communications Tower Lease Renewal

PURPOSE:

To present for ratification an amended Statutory Right of Way agreement for the location of the Rogers cellular tower at the Administration property at 6300 Hammond Bay Road in Nanaimo.

BACKGROUND:

In 2003 the Regional District of Nanaimo entered into an agreement with Rogers Communications Inc. which allowed Rogers to erect a communications tower on the District's Head Office property at 6300 Hammond Bay Road. The agreement had an initial five year term, at an annual rate of \$7,500. Three further five year terms (to June 1, 2018) were included in the agreement which are exercised by Rogers providing notice they wish to continue to remain at that location. Staff have been corresponding with Rogers since early 2008 with respect to both the annual fee and improvements in the Regional District's access to the tower for our own purposes.

Rogers has agreed to a revised annual fee of \$10,500 for the next five years – a 40% increase over the initial term. The agreement provides that the fee at any renewal period shall reflect prevailing market rates at that time.

The Regional District's access to the tower allows for up to four antennas (same as original) within a specific height range on the tower – those heights were in part identified during the recent wireless wide area network study. The Regional District may also at its option, offer the co-location areas to any of our municipal members at no cost to them from Rogers during the term of the agreement (new). Rogers is obliged to advise the Regional District should any other co-locators approach them, in order that we may review our position for locations prior to Rogers approving other co-locators. To date there are no other co-locators that staff are aware of.

Rogers has requested and staff are recommending that a further five year renewal term be included in the agreement, taking the final statutory right of way term to June 1, 2023.

ALTERNATIVES:

1. Approve the renewal agreement as presented.
2. Propose further amendments.

FINANCIAL IMPLICATIONS:

Alternative 1

The lease renewal fees are 40% higher than the initial term and based on staff's research during the course of the renewal are reasonable in the marketplace for this type of single purpose structure.

Alternative 2

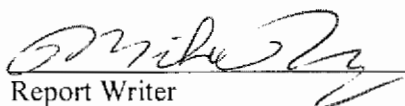
Given the significant increase in the lease renewal fee for this next five year term, staff do not recommend any further changes at this time.


SUMMARY/CONCLUSIONS:

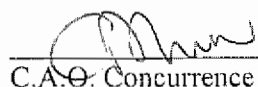
The Regional District has granted to Rogers Communications Inc. a Statutory Right of Way Agreement for locating a cellular tower on our property on Hammond Bay Road in Nanaimo. Staff have been corresponding with Rogers since early 2008 to establish a new fee and to update some of the provisions in the Right of Way agreement to facilitate our future access to the tower. Our solicitors drafted an amendment to the Statutory Right of Way which Rogers has accepted. The amendment increases the annual fee from \$7,500 to \$10,500 for the period June 1, 2008 to June 1, 2013 – rates in each subsequent term will reflect market rates for similar structures. Rogers has requested and staff are recommending that the renewal periods be extended an additional five years from June 1, 2018 to June 1, 2023. Based on the foregoing, staff recommends approving the amended Statutory Right of Way agreement as presented.

RECOMMENDATION:

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


Report Writer


General Manager Concurrence


C.A.O. Concurrence

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

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

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

STAPLES MCDANNOLD STEWART
 Barristers & Solicitors
 2nd Floor, 837 Burdett Avenue
 Victoria BC V8W 1B3
 Tel: (250) 380-7744
 Fax: (250) 380-3008
 File: 195 008/CS/cr

Deduct LTO Fees? YES

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

002-927-900 LOT 1, DISTRICT LOT 48, WELLINGTON DISTRICT, PLAN 25547, EXCEPT PART IN PLANS 39058, VIP58168 AND VIP81160

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

Modification EV146869

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

(a) Filed Standard Charge Terms D.F. No. (b) Express Charge Terms Annexed as Part 2
 A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

REGIONAL DISTRICT OF NANAIMO

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

ROGERS COMMUNICATIONS INC.

ONE MOUNT PLEASANT
 TORONTO M4Y 2Y5 ONTARIO CANADA
 Incorporation No BC0795725

7. ADDITIONAL OR MODIFIED TERMS:

n/a

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Y	M	D

REGIONAL DISTRICT OF
 NANAIMO by its authorized
 signatories

 Carol Mason, Chief Administrative
 Officer

 Maureen Pearse, Senior Manager
 Corporate Administration

(as to both signatures)

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D

ROGERS COMMUNICATIONS INC. by
its authorized signatories

(as to both signatures)

OFFICER CERTIFICATION:

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

TERMS OF INSTRUMENT - PART 2

A. By agreement of Right of Way dated March 1, 2003 (the "**Right of Way**"), the Regional District of Nanaimo granted to the Grantee upon the covenants and conditions therein mentioned, a Right of Way over those lands and premises more particularly described as:

PID: 002-927-900

Lot 1, District Lot 48, Wellington District, Plan 25547, Except that Part in Plans 39058 and VIP58168

(the "**Land**");

B. The Grantee is Rogers Communications Inc.;

C. The Right of Way was registered against the title to the Land at the Victoria Land Title Office on December 3, 2003 under EV146869;

D. The Grantor and the Grantee have agreed to modify the Right of Way upon the terms and conditions set out in this agreement to provide for successive renewal terms;

E. The Right of Way, as amended, is necessary to the Grantee's undertaking.

NOW THEREFORE, in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid by the Grantee to the Grantor, (the receipt and sufficiency of which is hereby acknowledged) the parties agree as follows:

1. The Right of Way is amended by renumbering section 3 as section 3(1) and adding the following as section 3(2):

"3(2) From and after June 1, 2008 through and until May 31, 2013 (the "First Renewal Term") the annual amount payable by the Grantee to the Grantor shall be \$10,500.00."

2. By adding the following as section 3(3):

"3(3) From and after May 31, 2013, the fee or any further extension period granted under section 4 as a Second Renewal Term or Third Renewal Term shall be set at market rates for similar sites used for the purpose of similar statutory rights of way, as may be agreed by the parties or, failing agreement, as determined by a single arbitrator appointed under the *Commercial Arbitration Act* (British Columbia)."

3. Section 4 is deleted and replaced with the following:

"The Grantor grants to the Grantee:

(a) a First Renewal Term from June 1, 2008 until May 31, 2013;

- (b) a Second Renewal Term of 5 (five) years from June 1, 2013 until May 31, 2018; and
- (c) a Third Renewal Term of 5 (five) years commencing June 1, 2018 and ending May 31, 2023."

The right to use is subject to the Grantee giving notice that it wishes to exercise its right to renew this Agreement in writing to the Grantor at least 90 days before the commencement of the Second and Third Renewal Terms, respectively. The Renewals shall be on the terms and conditions of this Agreement except that there shall be no further renewal at the end of the Third Renewal Term.

4. Schedule B "Additional Provisions" is amended as follows:

Section 5 is deleted and replaced with the following:

5 "Grantor's Option to Locate Antennas on Grantee's Tower:

- (a) The Grantor shall have the right to co-locate below the Grantee's own antennas exact locations to be approved by Grantee acting reasonably (the "Reserved Area"), at no cost, for the initial term and subsequent extension periods, being the Renewal Term, the Second Renewal Term and the Third Renewal Term the following:
 - one (1) antenna – centre line above ground level 20 meters, dish size/type approximately 1.2 metre high performance, 11 GHz (HP4-11) Azimuth 287.72 Degrees True
 - three (3) additional PCS type antennas or microwave dishes (up to 1.2 meters in size) at locations to be mutually agreed upon at a future date, below the Grantee's own antennas, at no cost;

This right is subject to the Grantor entering into the Grantee's standard License Agreement for co-location. The Grantor shall be responsible for all installation, removal and replacement costs associated with its own antennas, during the First Renewal Term, the Second Renewal Term and the Third Renewal Term, including mounts, lines, cables, electrical and ancillary equipment, but not the cost of the tower reinforcing needs to accommodate the four antennas."

5. By adding a new section 6 as follows:

"The Grantor may at its sole discretion assign part of its rights in the Reserved Area to one or more of the City of Nanaimo, the District of Lantzville, the City of Parksville or the Town of Qualicum Beach (each a "Municipality") and, where the Grantor assigned part of its right in the Reserved Area to a Municipality, the Municipality shall be entitled to locate equipment not exceeding the specifications outlined in this agreement within the Reserved Area without cost during the First Renewal Term, the Second Renewal Term, or the Third Renewal Term is in effect.

An assignment of space in the Reserved Area is subject to the Municipality entering into the Grantee's standard License Agreement for co-location and acting in a manner which will not disturb or otherwise disrupt the business activities of the Grantee. The Municipality shall be responsible for all installation, removal and replacement costs associated with its own antennas during the term of such License, including mounts, lines, cables, electrical and ancillary equipment, but not the cost of the tower reinforcing needed to accommodate the four antennas permitted in the Reserve Area."

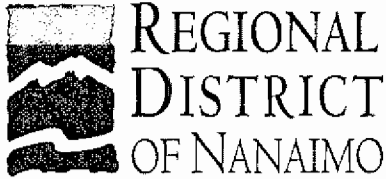
6. By adding the following as section 7 as follows:

"The Grantee shall give notice to the Grantor whenever it has an application from another party for co-location in the Reserved Area. The Grantee shall not approve any co-location agreements without prior written consent from the Grantor, such consent not to be unreasonably withheld, provided the request for co-location does not affect the Grantor's right to co-locate under this agreement."

7. All other terms and conditions of the statutory right of way are hereby ratified and confirmed.
8. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be, and all covenants of the right of way, if the Grantor is more than one person shall be construed to be joint as well as several.

The Grantor and Grantee acknowledge that this Modification of Statutory Right of Way has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached hereto.

END OF DOCUMENT



CAO APPROVAL		
EAP		
COW	✓	Oct 13 '09
RHD		
BOARD		

MEMORANDUM

TO: Paul Thorkelsson
General Manager, Development Services

DATE: 2009-10-01

FROM: Tom Armet,
Manager, Building, Bylaw & Emergency Planning Services

FILE: 2009000120

SUBJECT: 1531 Harold Road – Building Bylaw Contravention

PURPOSE

To obtain Board approval to file a Notice of Bylaw Contravention on the title of the above-noted property.

BACKGROUND

- Property: 1531 Harold Road, Electoral Area 'A'
- Legal: Lot A (See EJ72536) Section 12 Range 7 Cranberry District Plan 27070
- Owners: Hon W Wong and Lucy Wong 1602 Northfield Road, Nanaimo
- Zoning: Industrial 1 (IN1) – Bylaw 500

On June 5, 2009, staff was informed of a steel (Quonset) building erected on the subject property without a building permit. A follow-up inspection confirmed that the building, approximately 400 sq feet in size, was sited on a cement pad with temporary anchors. The building in question was recently erected by a tenant without the required building permit in place. It was further determined that the property contained several industrial buildings which had been constructed prior to the property being brought into the Building Inspection Service Area.

The property owners were informed in writing of the requirement to apply for a building permit and initially indicated a willingness to do so. Despite several written and verbal requests to apply for a permit, the owners have failed to do so and are not responding to staff requests. The property owners are currently seeking new tenants for the buildings, including the illegally erected steel (Quonset) building.

ALTERNATIVES

1. That a Notice of Bylaw Contravention be registered on the title of the property and staff be directed to take legal action if necessary to bring the property into compliance with "Regional District of Nanaimo Building Regulations & Fees Bylaw 1250, 2001."
2. That a Notice of Bylaw Contravention be registered on title at this time and staff be directed to continue to seek voluntary compliance.

FINANCIAL IMPLICATIONS


Should it become necessary to take legal action, a Supreme Court Order will be required. The cost of obtaining such an Order can reach several thousand dollars. If challenged by the owner, the costs could escalate further.

CONCLUSION

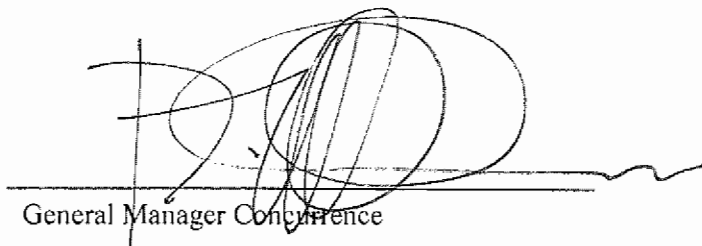
In June of 2009 staff was made aware of a metal (Quonset) building erected on the subject property without a building permit. Staff attempted to secure the owner's cooperation in resolving the issue without success. It appears that legal action, including a Notice on Title, is the only remaining option to alert prospective tenants to the contravention and to bring the property into compliance with Regional District regulations.

RECOMMENDATION

That staff be directed to register a Notice of Bylaw Contravention on title pursuant to Section 57 *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 the "*Regional District of Nanaimo Building Regulation & Fees Bylaw 1250, 2001.*"



Report Writer



General Manager Concurrence



CAO Concurrence

COMMENTS:



FORM REPORT	
COW APPROVAL	
EAP	
COW	✓ Oct 13 '09
COW APPROVAL	
RHD	
BOARD	

MEMORANDUM

TO: Carey McIver
Manager of Solid Waste

DATE: October 5, 2009

FROM: Jeff Ainge
Zero Waste Coordinator

FILE: 5370-04

**SUBJECT: Garbage, Food Waste and Recycling Collection RFP
Selection of Preferred Proponent**

PURPOSE

To consider selecting a preferred proponent with whom to negotiate a contract for collection of residential garbage, food waste and recyclable materials.

BACKGROUND

The RDN garbage and recycling collection service provides weekly or bi-weekly garbage and/or recycling collection to 26,000 households throughout the region, excluding the City of Nanaimo. The current garbage and recycling collection service contract was awarded in October 2001 for service to commence April 1, 2002. Following two previous extensions, the Board extended the contract a third time in January 2009 to allow for a competitive bidding process prior to awarding a new contract.

In September 2008, upon the successful completion of the residential food waste collection pilot, the Board directed staff to include the addition of food waste to the contract tender for the RDN garbage and recycling collection service.

Request for Proposals – Service Variables

The food waste collection pilot demonstrated that there are a number of operational variables that could impact region-wide food waste collection. Because the impact of each of these variables was not fully known, staff issued a Request for Proposals (RFP) rather than a tender. The service variables included in the RFP are discussed below.

Split compartment collection vehicles

For the food waste collection pilot project a split compartment truck was leased and utilized by each of the collection partners. This provided the opportunity to assess operational efficiencies that could be achieved by having one vehicle capable of collecting two separate material streams. Split compartment trucks have the ability to compact their loads, enabling maximum load efficiencies. The RFP requested proponents to consider the number and type of vehicles they would use, and the carbon emissions they would generate as part of this collection program.

Household glass containers in the recycling collection

The question was asked of proponents as to the practicalities of collecting household glass containers in the recycling. This material does not hold high value and is not recycled into new glass but is crushed and used as fill or aggregate material. Staff anticipated that if proponents opted to collect in a split compartment truck, glass would have to be excluded so as to avoid it being broken in the load compaction process, the shards of which would reduce the marketability of the other recyclable materials. Proponents were requested to provide prices to include and exclude household glass from recycling collection, and to

note any impacts this would make to vehicle numbers, type, and carbon emissions. It should be noted that under current practice, deposit glass (liquor, wine and beer bottles) should not be placed at the curb for collection.

Northern transfer station for recyclable materials

The RFP expanded upon the previous two variables by asking proponents to consider establishing a transfer facility for recyclable materials collected from the northern routes (School District 69 routes). If proponents elected to use split compartment trucks, when food waste was collected with recycling the northern route trucks would off-load the food waste at Church Road Transfer Station. Those trucks would then be unbalanced if they drove to the existing recycling receiving facilities in Nanaimo. Proponents were asked to consider how establishing a transfer facility would impact the carbon emissions generated by collection vehicles and the overall collection price.

Municipal partners' level of participation

Currently residents in the Town of Qualicum Beach and the District Municipality of Lantzville receive recycling collection only under the existing contract. The pricing options in the RFP sought information on expanding their service to include food waste collection, and in Lantzville's case also sought prices for garbage collection.

These operational and service variables were captured in a number of options, for which proponents were invited to provide prices. These six service and pricing options are described in Table 1.

Table 1: RFP Service and Pricing Options

Option	Service Level
Option 1	Current service levels – "Business as Usual"
Option 2	Food waste collection for all current garbage customers, no glass recycling
Option 3	Food waste collection for all current garbage customers, with glass recycling
Option 4	Food waste collection for all current garbage customers, plus Qualicum & Lantzville, no glass
Option 5	Food waste collection for all current garbage customers, plus Qualicum & Lantzville, with glass
Option 6	Same as Option 5 with Lantzville service expanded to include garbage and recycling

A pre-qualification process was completed in January 2009. The RFP package was issued to the three pre-qualified contractors (Waste Services Inc., Emterra and Waste Management) on May 14, 2009. A mandatory proponents' meeting was held at the Regional District offices on May 21st. The Proposal call closed on July 31, 2009 and each of the pre-qualified contractors submitted a proposal.

Selection of Preferred Proponent

Proposal Evaluation - Technical

The three proponents submitted bids on the requested service and scheduling options. Each of the proponents is technically capable of providing the services requested however there was some variation based on proponents' preferences in addressing the service variables.

Split trucks

Two proponents based their prices on using split compartment trucks. For this to work when collecting recycling and food waste, glass must be excluded from the recycling. One proponent opted to run smaller trucks dedicated to only collecting food waste, along with separate garbage and recycling trucks however

their carbon emissions and collection costs were higher. Split trucks resulted in lower collection costs and in reduced carbon emissions.

Single Stream Recycling

In each proposal, single-stream recycling (not collecting household glass containers) proved to be the most efficient in terms of fewest trucks on the road, fewer kilometres travelled, least emissions generated, as well as lower prices. One proponent only provided prices for service options that excluded glass from the recycling.

Northern Transfer Station

Two proponents submitted their proposals based on establishing a recycling transfer facility near Parksville. One proponent did not see any merit in such a facility. Having a northern recycling transfer facility did result in reduced carbon emissions for those proponents using split compartment trucks. It did not appear to impact the price greatly, and in fact may result in reduced collection prices over the course of a five or ten year contract.

Municipal Service Levels

Each of the proponents provided prices for the current level of service, and to expand service to Qualicum Beach and Lantzville.

Proposal Evaluation - Collection costs

With the current contract expiring in March 2010, a contract renewal is necessary regardless of the service levels chosen. The Business as Usual option (Table 2) shows the proponents' costs to continue collecting the same materials on the same schedules as is currently happening.

Table 2: Fees for "Business as Usual" Service

Proponent	Weekly G & R (Per Month)	Bi-Weekly G&R (Per Month)	Recycling Only (Per Month)	Total (Per year)	C02e (tonnes)
Current 2009 costs	\$5.28	\$4.46	\$1.67	\$1,344,175	506
Waste Services Inc	\$7.17	\$5.00	\$2.50	\$1,772,775	260
Emterra	\$8.35	\$6.35	\$3.35	\$2,132,145	344
Waste Management	\$10.75	\$8.05	\$4.35	\$2,734,040	506

In each of the options from Business as Usual through to full service for Lantzville, Waste Services Inc. provided the lowest prices.

The collection of food waste would see a change in collection scheduling. Food waste would be collected weekly, with garbage and recycling each being collected alternately every other week. As indicated in Table 3, based on WSI pricing for Option 2 (adding food waste collection to all current garbage service customers), the collection costs incurred by those currently receiving weekly garbage service is not a great deal more than the Business as Usual option.

Table 3: Annual WSI Collection Costs to add Food Waste to Garbage Customers

Proponent	Weekly G+FW+R (Per Month)	Bi-Weekly G&R (Per Month)	Recycling Only (Per Month)	Total (Per year)	C02e (tonnes)
Current 2009 costs	\$5.28	\$4.46	\$1.67	\$1,344,175	506
Business as Usual (BAU)	\$7.17	\$5.00	\$2.50	\$1,772,775	260
BAU + Food Waste	\$7.38	-	\$2.00	\$2,132,145	281

However, rural customers residing in Electoral Areas B, C and F who currently receive bi-weekly garbage service face a greater increase in their collection fee with the introduction of weekly food waste service. There had been requests in the past for rural RDN customers to receive weekly garbage service but the increased service would have required additional collection staff and trucks (and therefore increased costs). In order to maximize greenhouse gas reduction and waste diversion region-wide, rural customers need to be included in the weekly food waste collection service and receive the same collection scheduling as the other garbage customers.

Without knowing the intention of Qualicum Beach or Lantzville Councils with respect to the level of service preferred, it is not possible to calculate exact monthly or annual collection costs. The inclusion of one or both of those municipalities in food waste collection will affect the annual costs for all customers.

A summary of the prices submitted by each proponent for the range of service options is appended for the Board's information as Attachment 1. For each of the requested service options the lowest price offered was by Waste Services Inc. Based on technical merit and cost Waste Services Inc is the preferred proponent.

ALTERNATIVES

1. Negotiate a contract for collection of garbage, food waste and recyclables with Waste Services Inc.
2. Negotiate a contract at current service levels for collection of garbage and recyclables with Waste Services Inc.
3. Provide alternative direction to staff.

FINANCIAL IMPLICATIONS

Alternative 1

Under Alternative 1, the prices offered by all three proponents are greater than the current collection costs but those proposed by WSI are less than the other two proponents. Waste Services Inc is the incumbent contractor which is an advantage for service continuity.

In terms of user fees assessed to each customer, these are made up of contractor collection costs, landfill tipping fees, food waste transfer and processing fees, as well as program administration. Residents in Electoral Areas B, C and F that currently receive bi-weekly garbage collection will face an increase in costs but receive a higher level of service. It is not possible to finalize the actual financial costs for the new contract until 2010 budgets have been completed. Budget preparation is underway and will be available to the Board in November.

Alternative 2

Choosing to negotiate a Business as Usual contract that excludes food waste from collection will result in a smaller increase in collection costs for all customers. This alternative however will not realize the greenhouse gas reductions and waste diversion goals set by the Board.

INTERGOVERNMENTAL IMPLICATIONS

Staff has met with the Administrators from the Town of Qualicum Beach and District of Lantzville and has provided them with a summary of the proponent's collection costs and service proposals for review by their respective Councils. Staff expects to receive their decisions regarding service levels by the end of October. In July 2009, the City of Nanaimo Council approved including residential food waste collection as part of the household waste collection service.

PUBLIC RELATIONS IMPLICATIONS

Successful negotiation of a new contract with WSI will enable service to continue in a relatively seamless manner. With a new contract in place, collection schedules can be prepared taking into account new routes and changes to collection materials. The production of multi-year schedules can also be considered.

With the award of a new contract, changes to recycling such as no longer accepting glass containers and implementing food waste collection will require education and promotion. Staff anticipates launching a region-wide information campaign in advance of the new contract starting. It will be beneficial to involve residents already participating in food waste collection with the education and outreach activities.

SUSTAINABILITY IMPLICATIONS

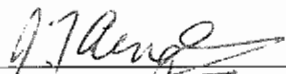
The residential garbage and recycling service contributes to the region's sustainability by encouraging residents to reduce the amount of waste they send to the landfill thereby saving expensive landfill capacity as well as reducing greenhouse gas emissions. Residents have embraced the recycling program, and the one-can limit for household garbage fosters personal accountability for household waste. With the introduction of residential food waste collection, the RDN will move closer toward our Zero Waste goal by diverting roughly 70% of waste away from landfill, one of the highest rates in North America.

SUMMARY/CONCLUSIONS


In September 2008, the Regional Board directed staff to include food waste collection in the new residential garbage and recycling collection contract and in January 2009 approved extending the current collection contract with Waste Services Inc. (WSI) through until March 31, 2010. A Request for Proposals package was issued to three pre-qualified contractors on May 14, 2009. The Proposal call closed on July 31, 2009. The three pre-qualified contractors (Waste Services Inc, Emterra and Waste Management) each submitted proposals. For each of the requested service options the lowest price offered was by Waste Services Inc. Based on technical merit and cost staff recommends Alternative 1, that a contract be negotiated with Waste Services Inc for collection of weekly food waste, and bi-weekly garbage and recyclables.

RECOMMENDATION

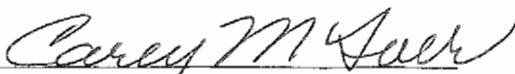
1. That the Board direct staff to negotiate a contract with Waste Services (Ca) Inc. for the collection of garbage, food waste, and recyclables from all customers currently being provided garbage collection.
2. That contract negotiations include recycling and food waste collection services for the Town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




Report Writer



General Manager Concurrence



Manager Concurrence



CAO Concurrence

COMMENTS:

Appendix 1: Summary of Proponent Pricing for All Service Options: Garbage, Food Waste & Recycling Collection RFP.

Proponent & Option Description	Proponent	RDN & CoP wkly G+Rec	RDN bi-wkly G+Rec	TQB Rec only Add-a-Day	M-F Rec only Add-a-Day	DoL Rec only Fixed Day	DoL Rec only Add-a-Day	TQB Rec+FW Add-a-Day	TQB Rec+FW Fixed	DoL Rec+FW Add-a-Day	DoL Rec+FW Fixed	DoL G+R+FW
Option 1: Business as Usual												
	Emterra	8.35	6.35	3.35	3.35	3.60	3.60					
	Waste Mgmt	10.75	8.05	4.35	4.35	4.35	4.35					
No northern transfer stn	WSI (A)	6.29	4.58	2.29	2.29	2.29	2.29					
Yes northern transfer stn	WSI (B)	7.17	5.00	2.50	2.50	2.50	2.50					
Option 2: FW to RDN & CoP; Single Stream recycling (no glass)		All RDN+CoP = FW wkly; G+R alt bi-wkly		TQB Rec only Add-a-Day	M-F Rec only Add-a-Day	DoL Rec only Fixed Day	DoL Rec only Add-a-Day	TQB Rec+FW Add-a-Day	TQB Rec+FW Fixed	DoL Rec+FW Add-a-Day	DoL Rec+FW Fixed	DoL G+R+FW
	Emterra	9.30		5.80	5.80	6.05	5.80					
	Waste Mgmt	16.90		6.00	6.00	6.00	6.00					
	WSI	7.38		2.00	2.00	2.00	2.00					
Option 3: FW to RDN & CoP; Multi-Stream recycling (with glass)		All RDN+CoP = FW wkly; G+R alt bi-wkly		TQB Rec only Add-a-Day	M-F Rec only Add-a-Day	DoL Rec only Fixed Day	DoL Rec only Add-a-Day	TQB Rec+FW Add-a-Day	TQB Rec+FW Fixed	DoL Rec+FW Add-a-Day	DoL Rec+FW Fixed	DoL G+R+FW
	Emterra	9.30		4.00	4.00	4.00	4.00					
	Waste Mgmt	-		-	-	-	-					
	WSI	8.46		2.25	2.25	2.25	2.25					
Option 4: FW+G+R to all except M/F customers; Single Stream recy		All RDN+CoP = FW wkly; G+R alt bi-wkly		TQB Rec only Add-a-Day	M-F Rec only Add-a-Day	DoL Rec only Fixed Day	DoL Rec only Add-a-Day	TQB Rec+FW Add-a-Day	TQB Rec+FW Fixed	DoL Rec+FW Add-a-Day	DoL Rec+FW Fixed	DoL G+R+FW
	Emterra	9.30		5.80	5.80	6.05	5.80	8.50	8.75	8.50	8.75	
	Waste Mgmt	16.68		6.00	6.00	6.00	6.00	10.78	10.78	10.78	10.78	
	WSI	7.29		2.00	2.00	2.00	2.00	5.29	5.29	5.29	5.29	
Option 5: FW+G+R to all except M/F customers; Multi-Stream recy		All RDN+CoP = FW wkly; G+R alt bi-wkly		TQB Rec only Add-a-Day	M-F Rec only Add-a-Day	DoL Rec only Fixed Day	DoL Rec only Add-a-Day	TQB Rec+FW Add-a-Day	TQB Rec+FW Fixed	DoL Rec+FW Add-a-Day	DoL Rec+FW Fixed	DoL G+R+FW
	Emterra	9.30		5.80	5.80	6.05	5.80	8.50	8.75	8.50	8.75	
	Waste Mgmt	-		-	-	-	-	-	-	-	-	
	WSI	7.95		2.08	2.08	2.08	2.08	5.87	5.87	5.87	5.87	
Option 6: Dist of Lantzville specific		All RDN+CoP = FW wkly; G+R alt bi-wkly		TQB Rec only Add-a-Day	M-F Rec only Add-a-Day	DoL Rec only Fixed Day	DoL Rec only Add-a-Day	TQB Rec+FW Add-a-Day	TQB Rec+FW Fixed	DoL Rec+FW Add-a-Day	DoL Rec+FW Fixed	DoL G+R+FW
6.1=Recycling Single Stream	Emterra	9.30		5.80	5.80							9.30
	Waste Mgmt	16.28		6.00	6.00							16.28
	WSI	7.42		2.00	2.00							7.42
6.2=Recycling Multi-Stream	Emterra	9.30		4.00	4.00							9.30
	Waste Mgmt	-		-	-							-
	WSI	8.46		2.25	2.25							8.46
6.3=Recycling Single Stream	Emterra	9.30			10.00			8.50				9.30
	Waste Mgmt	16.28			6.00			10.78				16.28
	WSI	7.42			2.00			5.42				7.42
6.4=Recycling Multi-Stream	Emterra	9.30			10.00			8.59				9.30
	Waste Mgmt	-			-			-				-
	WSI	8.79			2.25			6.54				8.79



EAP		
COV	✓	Oct 13 '09
BOA		

MEMORANDUM

TO: Mike Donnelly
Manager of Water Services

DATE: September 30, 2009

FROM: Sara Ellis
Special Projects Assistants

FILE: 5500-22-23

SUBJECT: Toilet Replacement Incentive Program

PURPOSE

To establish a toilet rebate incentive program for the Electoral Areas.

BACKGROUND

As the population of the Regional District of Nanaimo continues to grow, reducing demand on water resources and water systems will become increasingly important. The Drinking Water and Watershed Protection Action Plan (DWWP) identifies the need to provide incentives to the public to encourage reductions in water consumption. Toilet use creates the largest water demand in the home. A proposed incentive plan to replace high use toilets with more efficient models is seen as an appropriate component of the DWWP incentive program.

In addition to the DWWP Action Plan, the adoption of an incentives program is supported in the *Innovative Options and Opportunities for Sustainable Water Use* study brought to the Board in April of this year. That study includes a 5 year action plan to reduce water consumption 33% by 2018 which includes incentives for low flush toilets.

Incentive programs provide motivation for residents to alter their behavior in favour of more sustainable attitudes. Many local governments across Canada have implemented incentive programs offering rebates on water-saving devices for the home and garden. Incentive programs vary between jurisdictions and range from offering a rebate on the devices to selling them at a subsidized cost. Several local governments such as the Capital Regional District, the Sunshine Coast Regional District, the City of Nanaimo, the District of Lantzville, the Town of Qualicum Beach, and the City of Parksville have already implemented incentive programs for low-flow and dual flush toilets.

Traditional toilets consume approximately 28% of household water. By replacing a 13+ litre toilet with a low-flush (6 litres) or dual flush toilet (6 and 3 litres), a household of four people can reduce their water consumption by up to 80,000 litres annually. This translates to reduced stress on the water resources, septic systems and wastewater treatment facilities.

The proposed rebate program applies to installations in buildings built prior to September 5, 2008 (BC Building Code amendment for water efficiency requirements), within the Regional District of Nanaimo Electoral Areas A, B, C, E, F, G, and H. Any home construction after this date will not be eligible. Only property owners will be eligible to receive the rebate, provided they have replaced old water wasting toilets with hi-efficiency toilets. The program will operate as a mail-in rebate with an application, a receipt as proof of purchase, and a recycling receipt for the old toilet. There will be a limit of two toilet rebates per property for low flow and/or dual flush toilets.

The proposed RDN rebates and rebates offered by other jurisdictions are outlined in Table 1. Based on the 2009 DWWP budget, the proposed RDN rebates will support the replacement of approximately 415 toilets in the Electoral Areas.

Table 1.

	District of Lantzville	Town of Qualicum Beach	City of Parksville	City of Nanaimo	Township of Langley	Cowichan Valley RD	Comox Valley RD	Sunshine Coast RD	CRD	RDN
Low-Flush Toilet	\$60	\$50	\$60	\$50	\$50	\$75	\$75	\$100	\$75	\$50
								Installation included		
Dual Flush Toilet	\$100	\$50	\$100	\$75	\$125	\$75	\$75	\$200	\$75	\$75
								Installation included		

Water Services has had discussions with Solid Waste Services regarding recycling of the old toilets. The Nanaimo Recycling Exchange accepts toilets for recycling for the convenience of residents in the District 68 area. For residents recycling old toilets in the District 69 area the Solid Waste Services Department will arrange for a bin at the Church Road Transfer Station. Toilets recycled at the Church Road Transfer Station will need to have all non-ceramic materials (metals and plastics) removed before drop off as the toilets will most likely be crushed and used for granular material.

This incentive program will be evaluated annually to assess the programs success in achieving water consumption reductions.

ALTERNATIVES

1. Approve the proposed Toilet Rebate Incentives Program.
2. Provide alternate direction to staff.

FINANCIAL IMPLICATIONS

The Regional District of Nanaimo has budgeted \$25,600 for a toilet rebate incentive program under the Drinking Water Protection Service Budget for the Electoral Areas. Water Services Department staff will administer the program, including reviewing and processing of applications.

Staff estimate that there will be up to 415 toilets replaced in the first year of the toilet rebate program; 178 low-flush toilets, and 237 dual-flush toilets. These numbers are derived from a statistical comparison between the City of Nanaimo Toilet Rebate Program and the proposed RDN program.

Staff have also applied for a Provincial Infrastructure Planning Grant towards the program, which if approved, would allocate additional funding for the program.

SUSTAINABILITY IMPLICATIONS

Reductions in water consumption are necessary to ensure water availability and sustainability. Providing incentives will reduce that impact significantly. For example, the estimated 12 million litres of water saved by replacing 415 toilets represents the annual water consumption for 60 homes.


SUMMARY/CONCLUSIONS

The introduction of an incentives program for low flush and dual flush toilets is proposed under the Drinking Water Protection Function for the Electoral Areas. This incentive program will motivate residents to replace inefficient toilets for more water efficient models resulting in a decrease in regional urban and rural water consumption.

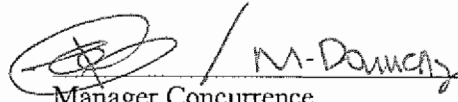
The program will operate as a mail-in rebate with an application, a receipt as proof of purchase, and a recycling receipt for the old toilet, with a limit of two toilet rebates per property for low flow and/or dual flush toilets.

RECOMMENDATION

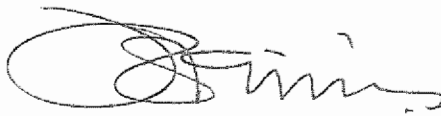
That the Board approve the proposed Toilet Rebate Program for the RDN Electoral Areas.



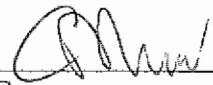
Report Writer



Manager Concurrence

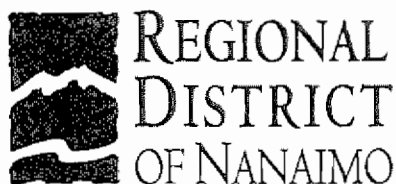


General Manager Concurrence



CAO Concurrence

COMMENTS:



CAO APPROVAL	
EAP	
COV	✓ Oct 13 '09
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BOARD	

MEMORANDUM

TO: Sean DePol
Manager of Wastewater Services

DATE: September 29, 2009

FROM: Ellen Hausman
Wastewater Program Coordinator

FILE: 2240-20-TREE

SUBJECT: Supply of Ferrous Chloride – Agreement with Tree Island Industries

PURPOSE

To consider the renewal of an agreement with Tree Island Industries Ltd. for supply of ferrous chloride to the Regional District of Nanaimo's wastewater facilities.

BACKGROUND

The Regional District of Nanaimo (RDN) has been using ferrous chloride at wastewater pumping stations for the past 15 years to neutralize the effects of hydrogen sulphide (H₂S) in the sewage collection system.

Feeding small quantities of ferrous chloride solution into the sewer system is effective in reducing or eliminating odours and reducing the corrosive effects of H₂S, thus protecting the sewer system and deferring costly repairs. Other reagents, such as ferric oxide and hydrogen peroxide, are available to reduce odours and corrosion but are significantly more expensive.

Tree Island Industries Ltd. produces ferrous chloride as a by-product from the steel industry. It is formed from hydrochloric acid used to remove rust in the finishing stage of nail and hardware production. The acid burns the rust off the steel and as a result, the ferrous chloride is high in iron content. The iron in the ferrous chloride binds with the H₂S in the wastewater and forms a stable iron precipitate, which immobilizes the caustic and odour effects of H₂S.

Ferrous chloride from Tree Island Industries Ltd. does not cause a statistically significant increase in residual metals, other than iron, in effluent or biosolids. The Ministry of Environment has assessed the application of ferrous chloride to neutralize the effects of hydrogen sulphide in sewage collection systems and determined it to be an acceptable use.

Tree Island Industries Ltd. has been supplying the RDN with Ferrous Chloride at a rate of \$0.065, (freight on board Tree Island's plant) for the past five years. Tree Island Industries has agreed to continue supplying the RDN with Ferrous Chloride at this same rate until July 31, 2014.

ALTERNATIVES

1. Renew the agreement with Tree Island Industries Ltd. for the supply of ferrous chloride. A copy of the draft agreement is attached as Appendix A.
2. Do not renew the agreement with Tree Island Industries Ltd. for the supply of ferrous chloride, and obtain an alternate odour and corrosion control reagent from another source.

FINANCIAL IMPLICATIONS

Alternative 1

The RDN pays approximately \$116,000 per year for supply and delivery of ferrous chloride, which would amount to approximately \$580,000 over a five year term.

Alternative 2

Tree Island Industries is the only known supply of ferrous chloride from the steel industry in British Columbia that is suitable to neutralize the effects of hydrogen sulphide (H₂S) in the RDN's sewage collection system.

In order to continue controlling odours and corrosion in our facilities we would have to purchase alternative chemicals such as ferric chloride or ferric sulphate.

Current prices for ferric sulphate and ferric chloride are \$0.775/L (freight on board Richmond) and \$1.008/L (freight on board Richmond), respectively. This would amount to a yearly cost of \$1,383,000 and \$1,799,000 for ferric sulphate and ferric chloride, respectively. As a result, the total cost over a five year term would be in excess of \$6,000,000 for either of these chemicals.

SUSTAINABILITY IMPLICATIONS


The RDN's need for an assured supply of ferrous chloride solution and Tree Island Industries' need to dispose of its ferrous chloride creates a mutually beneficial relationship between the RDN and Tree Island Industries Ltd. and serves to beneficially reuse a waste material in an environmentally acceptable manner.

SUMMARY/CONCLUSION

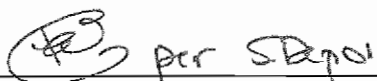
The RDN has been using ferrous chloride supplied by Tree Island Industries Ltd. for the past 15 years. The relationship between the RDN and Tree Island Industries Ltd. is mutually beneficial. The Ministry of Environment has authorized the use of ferrous chloride in RDN wastewater treatment facilities. Ferrous chloride has proven to be an effective odour and corrosion control product and staff support renewal of the agreement between RDN and Tree Island Industries.

RECOMMENDATION


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.




Report Writer



Manager Concurrence



General Manager Concurrence



CAO Concurrence

COMMENTS:

AGREEMENT

This agreement dated and made as of the _____ day of _____, 2009.

BETWEEN:

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

(herein called the "RDN")

AND:

**Tree Island Industries Limited
3933 Boundary Road
Richmond BC
V6V 1T8**

(herein called "TREE ISLAND")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms and conditions hereinafter set forth, the Regional District and Tree Island Industries Limited agree with the other as follows:

1. Services

- a) Tree Island shall supply to the RDN and the RDN shall accept from Tree Island quantities of ferrous chloride as required by the RDN for pollution control objectives.
- b) Tree Island shall ensure that the ferrous chloride solution delivered to the RDN meets the Ministry of Environment's specific requirements for designation as a product.
- c) In the event of circumstances arising which are reasonably beyond Tree Island's control, Tree Island shall be under no obligation to take extraordinary measures to supply ferrous chloride solution to the RDN. In the event of circumstances arising which are reasonably beyond the RDN's control, the RDN shall be under no obligation to take deliveries of ferrous chloride solution from Tree Island. In either case, both parties shall use reasonable efforts to correct the situation in a speedy manner;

2. Payment

Tree Island shall supply the ferrous chloride freight on board Tree Island's plant at \$0.065 per litre for the entire term of the contract;

3. Term

Tree Island will provide the Services during the period (hereinafter called the "term") commencing on August 1, 2009 and ending on July 31, 2014, unless sooner terminated as hereinafter provided;

4. Amendments

All amendments to this Agreement shall be in writing and, except as provided in Section 5 of this Agreement, shall be by mutual consent of both the RDN and Tree Island;

5. Termination

Commencing one year after the effective date of the Agreement the obligations of the RDN to accept and Tree Island to deliver ferrous chloride solution under this Agreement may be terminated as the case may be:

- a) by Tree Island, in the event that it ceases to produce sufficient ferrous chloride, due to technological changes; or
- b) by the RDN, in the event that it adopts new odour and corrosion control methods that do not require ferrous chloride solution; or
- c) by either Tree Island and/or RDN in the event that the permit is amended so as to change the quantity or characteristics of ferrous chloride solution that may be used;

provided that not less than six month's notice of any such change pursuant to sections a) and b) shall be given and as much notice of any such change pursuant to section c) as is reasonable practicable shall be given.

If either such option is exercised by the RDN, the RDN will be under no further obligation to Tree Island, except to pay Tree Island such amount, as Tree Island may be entitled to receive for services properly performed and provide to the date notice is given to Tree Island.

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

REGIONAL DISTRICT OF NANAIMO

By its authorized signatories:

C. Mason
Chief Administrative Officer

M. Pearse
Senior Manager Corporate Administration

TREE ISLAND INDUSTRIES LIMITED

By its authorized signatory:

P. Maitland
Technical Services Manager



CAO APPROVAL		
EAP		
COW	✓	Oct 13 '09
RHD		
BOARD		

MEMORANDUM

TO: Mike Donnelly
Manager of Utilities

DATE: September 28, 2009

FROM: Deb Churko, AScT
Engineering Technologist

FILE: 5500-20-SR-01

SUBJECT: Inclusion of Lot 11, DL 9, Newcastle District, Plan 11816 into the Surfside Sewer Local Service Area, Electoral Area 'G' (906 McFeely Drive) - J. Kemp

PURPOSE

To consider a request to include Lot 11, District Lot 9, Newcastle District, Plan 11816 (906 McFeely Drive), into the Surfside Sewer Local Service Area for the purpose of sewer connection (see location plan in Figure 1).

BACKGROUND

The subject property is located near the corner of McFeely Drive and Kinkade Road west of Qualicum Beach. The property was developed in the 1980s and consists of one small single-family dwelling. The home on this property has been discharging domestic sewage to an on-site septic tank and disposal field for over 20 years. In September 2009, due to a failing septic field, the RDN granted a temporary Pump & Haul Approval which expires on December 3, 2009. The property owner has subsequently petitioned the RDN to be included in the Surfside Sewer Local Service Area in order to connect to the community sewer system.

Inclusion in the RDN Pump & Haul Service Area on a permanent basis is not a viable option. One of the key criteria for Pump & Haul Approval, as described in the *Regional District of Nanaimo Sewage Disposal Regulation Bylaw No. 1224.02 (2005)*, is if a community sewer system is not available. The subject property is located immediately adjacent to the Surfside Sewer Local Service Area boundary, and a sewer collection main is located in front of the property on McFeely Drive.

The subject property is located outside of the Urban Containment Boundary where services are not normally provided (as per the *Regional Growth Strategy*). However, both the *Regional Growth Strategy* and the *Electoral Area 'G' Official Community Plan* support the provision of community sewer services to land outside of the Urban Containment Boundary in order to remedy environmental or health issues. The subject property is located in an environmentally sensitive area, near the marine foreshore and the Little Qualicum River floodplain.

Surfside Sewer Local Service Area Bylaw No. 1124 (1998) as well as Northern Community Sewer Local Service Area Bylaw No. 889 (1993) require amendment in order to include this property in the sewer service area. Three nearby properties on McFeely Drive were included in the Surfside Sewer Local Service Area through a similar boundary amendment in August 2009.

ALTERNATIVES

1. Accept the application and include the subject property into the Surfside Sewer Local Service Area.
2. Do not accept the application. Under this option, the owner would continue with temporary Pump & Haul measures, and then undertake repairs or replacement of the septic disposal system.

FINANCIAL IMPLICATIONS

Under Option 1, if the application is approved for inclusion into the Surfside Sewer Local Service Area, there are no financial implications to the RDN. All costs associated with connection to the existing community sewer system would be at the expense of the applicant. Two Capital Charges are payable: \$1,086 for *Surfside Sanitary Sewer Local Service Area Bylaw No. 1516* (sewer collection), and \$1,849 for *Northern Community Sewer Local Service Area Bylaw No. 1331* (sewer treatment). One Latecomer Fee (\$324) is collected by the RDN on behalf of Pacific Beach Investments for connection to the existing McFeely Drive sanitary sewer main. One sewer connection will be provided to the subject property.

Under Option 2, if the application is not approved, there are no financial implications to the RDN. The temporary Pump & Haul Approval will expire on December 3, 2009, at which time the owner can request an extension to the rate reduction, connect to the community sewer system (pending Board approval), and/or the septic disposal system can be repaired or replaced at the owner's expense.

SUSTAINABILITY IMPLICATIONS

The subject property is located across the street from the ocean waterfront and is less than 30 metres from the Little Qualicum River floodplain, which are considered environmentally sensitive areas. Domestic sewage generated from the home on this property has been discharged to an on-site septic tank and septic disposal field since the 1980's. While it may be possible to design a new on-site disposal system and replace the existing septic disposal field in accordance with the Sewerage System Regulation, staff suggest that a connection to the community sewer system is a more sustainable solution. By including the subject property into the Surfside Sewer Local Service Area, domestic sewage would be collected by the community sewer system, and treated at the French Creek Pollution Control Centre.

The septic disposal field on the subject property is failing, and the owner is temporarily utilizing the RDN Pump & Haul program. In the past, the Vancouver Island Health Authority (VIHA) Public Health Inspector has provided this documentation to the RDN to accompany an application for sewer servicing in a rural area. Under the new Sewage Regulation, this documentation is no longer provided. However, VIHA supports the connection of waterfront properties to community sewers wherever possible. Gravity sewer collection mains are present along McFeely Drive thereby making connection to the local service area possible.

Connecting this property to the community sewer system would mitigate the possible impacts of the septic disposal system to the nearby foreshore environment and the freshwater floodplain.

DEVELOPMENT IMPLICATIONS

The subject property is located in a "Rural Residential" Area outside of the Urban Containment Boundary as described in the *Regional Growth Strategy Bylaw No. 1309 (2003)*. The Regional Growth Strategy supports the provision of community sewer and water services to land outside the Urban Containment Boundary as long as they do not support additional development, consistent with official community plans. Policy 7B of the *Electoral Area G Official Community Plan Bylaw No. 1540 (2008)* indicates that the RDN would provide community sewer services outside of the Urban Containment Boundary in order to remedy environmental or health issues, as long as a higher level of development on the land is not supported, and the full cost is paid by the landowners.

INTERDEPARTMENTAL IMPLICATIONS

The subject property is zoned Residential RS2-M pursuant to *Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987*. The "M" Subdivision District indicates a minimum parcel size of 1 hectare (10,000 m²). The subject property is 890 m² in size (0.22 acres), therefore, even with the provision of community sewer, subdivision of the property would not be possible under the current zoning.

SUMMARY/CONCLUSIONS

A petition has been received from the owner of Lot 11, Plan 11816 (906 McFeely Drive) to amend the boundaries of the Surfside Sewer and Northern Community Sewer Local Service Areas. The subject property has a failing septic disposal field and the RDN has granted a temporary Pump & Haul Approval which expires on December 3, 2009. The property is located near the ocean waterfront and the Little Qualicum River floodplain, which are considered environmentally sensitive areas. Connecting this property to the community sewer system would mitigate the possible impacts of the septic disposal system to the foreshore environment and the freshwater floodplain.


The subject property is located adjacent to the Surfside Sewer Local Service Area boundary, and a community sewer collection main is present along McFeely Drive thereby making connection to the local service area possible.

The property is located in a "Rural Residential" Area outside of the Urban Containment Boundary as per the *Regional Growth Strategy*. However, both the *Regional Growth Strategy* and the *Electoral Area 'G' Official Community Plan* support the provision of community sewer services to land outside of the Urban Containment Boundary in order to address environmental or health issues, as long as they do not result in a higher level of development on the land and that the full cost is paid by the landowners.

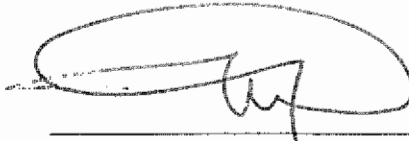
The subject property is 890 m² in size (0.22 acres), therefore, even with the provision of community sewer, subdivision of this property would not be possible under the current zoning. All costs associated with connection to the existing community sewer system would be at the expense of the applicant.

RECOMMENDATIONS

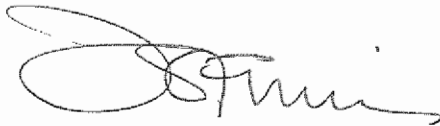
1. That "Surfside Sewer Local Service Area Boundary Amendment Bylaw No. 1124.09, 2009" be introduced and read three times.
2. That "Northern Community Sewer Service Area Boundary Amendment Bylaw No. 889.53, 2009" be introduced and read three times.



Report Writer



Manager Concurrence



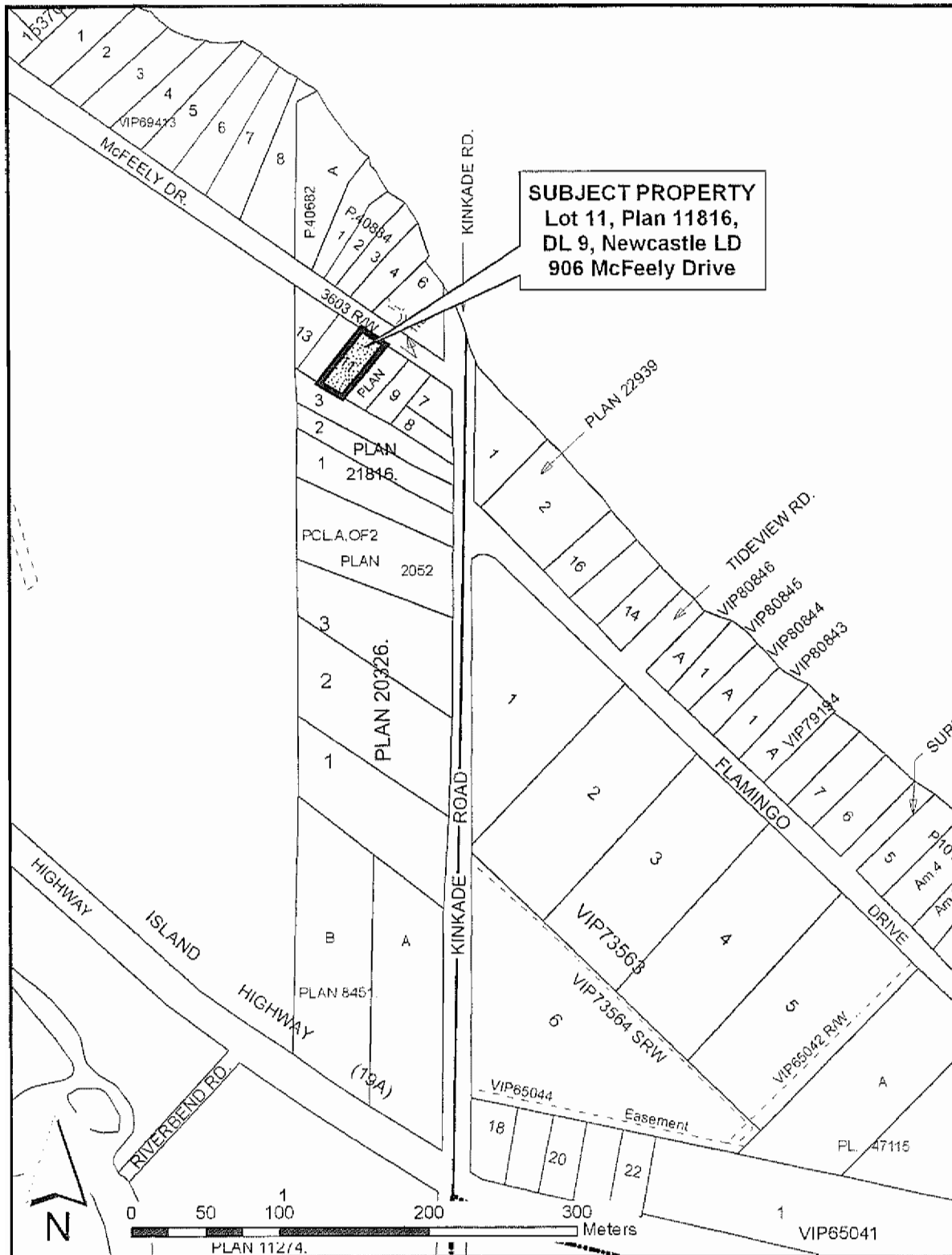
General Manager Concurrence



CAO Concurrence

COMMENTS:

Figure 1 – Location Plan



BCGS MAPSHEET NO. 92F.038 4.1

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1124.09

**A BYLAW TO AMEND THE SURFSIDE
SEWER LOCAL SERVICE AREA
ESTABLISHMENT BYLAW NO. 1124**

WHEREAS Surfside Sewer Local Service Area Establishment Bylaw No. 1124, 1998 establishes the Surfside Sewer Local Service Area;

AND WHEREAS the Board has been petitioned to extend the boundary of the local service area to include the property shown outlined on Schedule 'B' of this bylaw;

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

1. The boundaries of the Surfside Sewer Local Service Area, established by Bylaw No. 1124, are hereby amended to include the property shown outlined on Schedule 'B' attached hereto and forming part of this bylaw.
2. Schedule 'A' of Bylaw No. 1124 is hereby deleted and replaced with the Schedule 'A' attached to and forming part of this bylaw.
3. This bylaw may be cited for all purposes as the "Surfside Sewer Local Service Area Boundary Amendment Bylaw No. 1124.09, 2009".

Introduced and read three times this ____ day of _____, 2009.

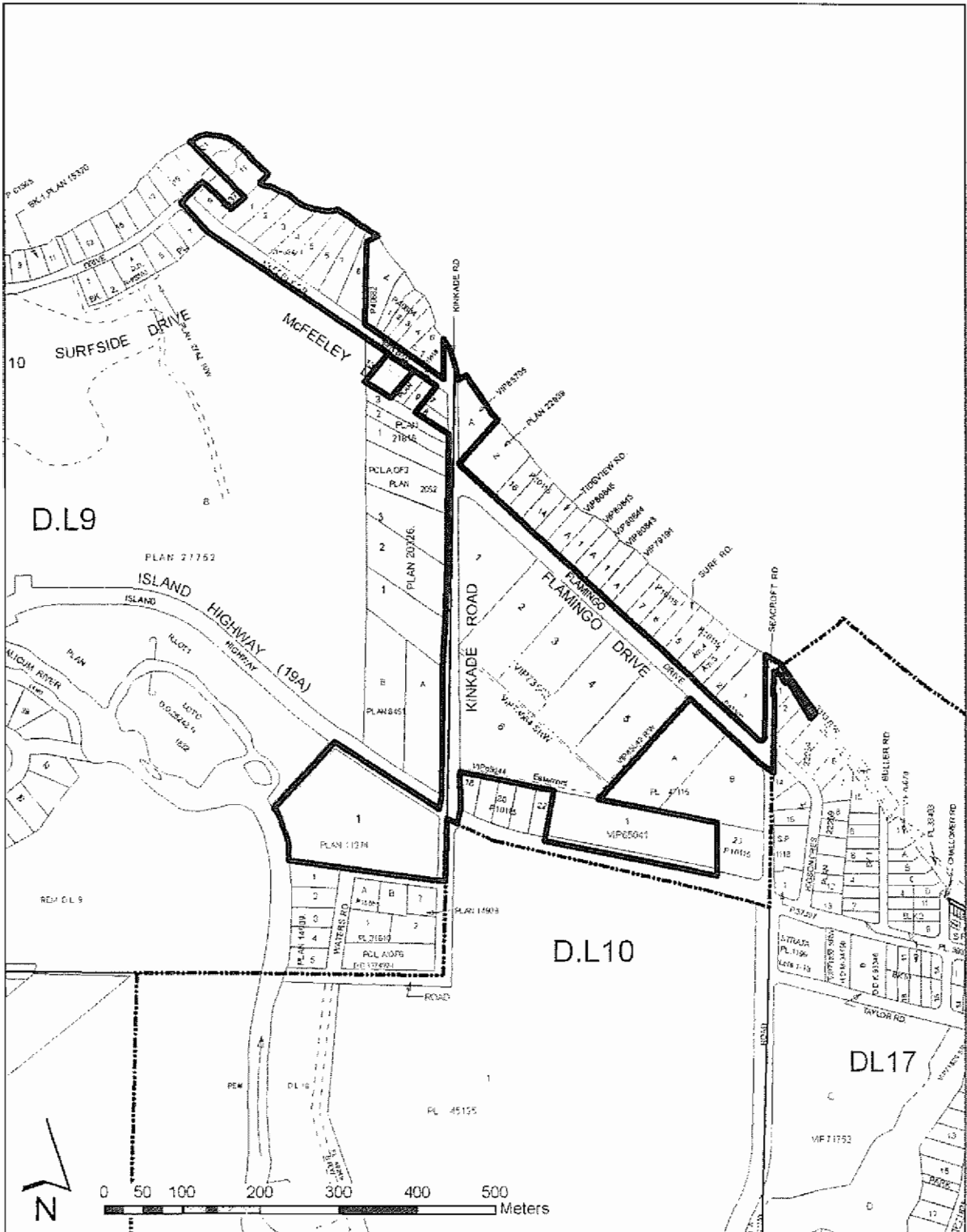
Adopted this ____ day of _____, 2009.

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION

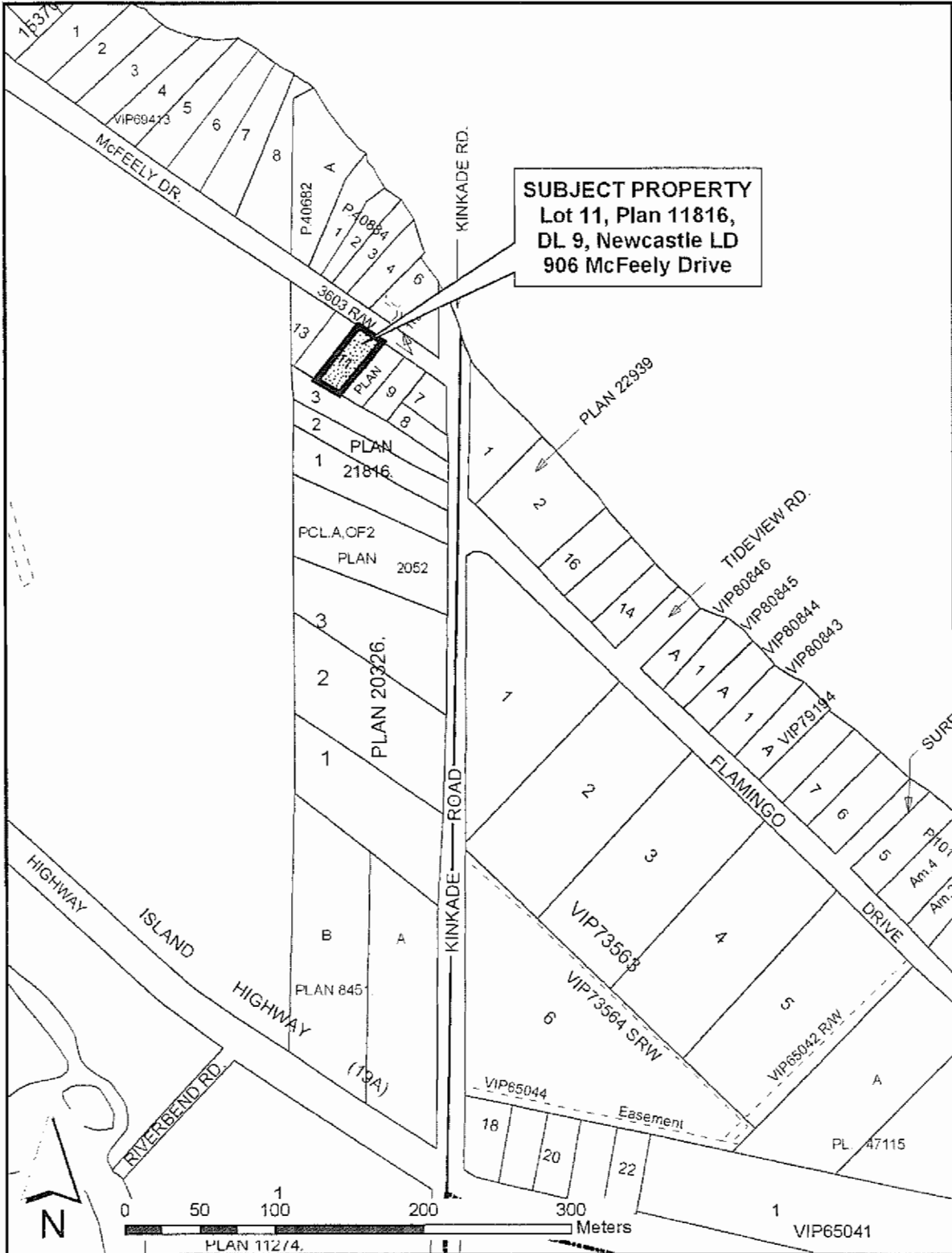
Chairperson

Sr. Mgr., Corporate Administration



Chairperson

Sr. Mgr., Corporate Administration



REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 889.53

**A BYLAW TO AMEND THE BOUNDARIES
OF THE NORTHERN COMMUNITY
SEWER LOCAL SERVICE AREA**

WHEREAS the Board has enacted the “Regional District of Nanaimo Northern Community Sewer Local Service Conversion Bylaw No. 889, 1993”, as amended, which establishes the Northern Community Sewer Local Service Area;

AND WHEREAS the Board wishes to extend the boundaries of the Northern Community Sewer Local Service Area to include the property legally described as follows:

Lot 11, District Lot 9, Newcastle Land District, Plan 11816;

AND WHEREAS the Board has obtained the consent of at least two thirds of the participants;

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

1. Schedules ‘C’ and ‘E’ attached to and forming a part of Bylaw No. 889 are hereby deleted and replaced with Schedules ‘C’ and ‘E’ attached to and forming part of this bylaw.
2. This bylaw may be cited as “Northern Community Sewer Service Area Boundary Amendment Bylaw No. 889.53, 2009”.

Introduced and read three times this ____ day of _____, 2009.

Adopted this ____ day of _____, 2009.

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION



CAC APPROVAL	
EAP	
COW	✓ Oct 13 '09
OCT 20 2009	
RHD	
BOARD	

MEMORANDUM

TO: John Finnie, P.Eng.
General Manager
Water and Wastewater Services

DATE: October 5, 2009

FROM: Wayne Moorman, P.Eng.
Manager of Engineering Services

FILE: 5330-20-MD-EXT

SUBJECT: Madrona/Wall Beach Sewer Service Petition

PURPOSE

To present to the Board the results of the petition process regarding provision of community sanitary sewers to the Madrona/Wall Beach area of Nanoose Bay.

BACKGROUND

In 2004 the Regional District of Nanaimo completed a Sewer Servicing Pre-Design Study for the Madrona/Wall Beach area of Nanoose Bay. At that time the estimated cost to design and construct the sewer system was \$4,182,665, or approximately \$13,200 for each of the 320 benefitting properties.

In 2008 the Northwest Nanoose Residents Association (NNRA) requested RDN to review and update the project costs. The cost of the project in 2009 dollars was estimated at \$5,049,432, or approximately \$15,930 per property. These updated costs were presented to the Board in January 2009 for information.

Staff convened a public information meeting on April 6, 2009 at Nanoose Place to discuss the project costs and financing options, and the situation regarding senior government grants. Invitations were extended to all the Madrona/Wall Beach residents affected by the sewer study. Direction was received at the meeting to proceed with a petition process to assess public support for a sewer service initiative.

A subsequent public open house information session was held on June 15, 2009 in Parksville. Attendees were provided with information on the project, including costs, financing options and petitioning procedures.

On July 31, 2009 petitions and covering letters were sent to the 320 properties in the proposed sewer service area. Residents in support of the sewer service were requested to return their petitions by September 30, 2009. A reminder letter was sent to all residents on August 31, 2009.

For the petition, residents were asked if they supported the borrowing of funds to construct a sewer collection system for the area, for which the cost of debt repayment was estimated at \$1685 per property per year, plus an estimated annual operating cost of \$500 per property per year. Of the 320 properties petitioned, 161 petitions needed to be returned to give the Board the ability to proceed with establishing a sewer local sewer service area and borrow the necessary funds.

Petitions returned were verified and counted on October 5, 2009. Sixty-five (65) valid petitions were returned of the 161 required for the petition to pass. Insufficient resident support was received to proceed with establishing a sewer service in the Madrona/Wall Beach area. Staff do not believe there is merit in pursuing this matter any further at this time or until grant opportunities may reduce the per property costs.

ALTERNATIVES

1. Abandon the sewer service initiative for the Madrona/Wall Beach area due to insufficient petition results supporting a sewer service.
2. Provide alternate direction to staff.

FINANCIAL IMPLICATIONS

There are no further financial implications to the RDN or the residents at this time. Limited costs incurred to date for updating the project costs, and administrative costs associated with the petition process, will be covered by Electoral Area E feasibility funds.

SUMMARY/CONCLUSIONS


The RDN prepared a Sewer Servicing Pre-Design Study with cost estimates for the 320 properties in the Madrona/Wall Beach area of Nanoose Bay. The servicing strategy and costs were presented to the residents at two separate public information meetings in April and June, 2009.

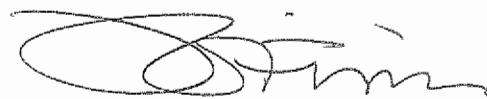
A formal petition process to establish a sewer service area and authorize the borrowing of money was subsequently completed. Residents were asked to support the borrowing of funds to construct a sewer collection system for the area at an estimated cost of \$1685 per property per year, plus an estimated annual operating cost of \$500 per property per year.


Of the 320 properties petitioned, only 65 valid petitions were returned. One hundred sixty-one (161) petitions were necessary to support the sewer service initiative.

RECOMMENDATION

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.


For W. Moorman
Report Writer


General Manager Concurrence


CAO Concurrence

COMMENTS:

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE DISTRICT 69 RECREATION COMMISSION REGULAR
MEETING HELD ON THURSDAY, SEPTEMBER 17, 2009
AT OCEANSIDE PLACE
2:00PM

- Attendance:** Frank Van Eynde, Electoral Area 'E', Chair
Dave Bartram, Director, RDN Board
Reg Nosworthy, Electoral Area 'F'
Jack Wilson, Councillor, Town of Qualicum Beach
Eve Flynn, Trustee, School District #69
Michael Procter, Electoral Area 'H'
- Staff:** Tom Osborne, General Manager of Recreation and Parks
Dean Banman, Manager of Recreation Services
Dan Porteous, Superintendent of Arenas and Southern Recreation Services
Sandra Pearson, Superintendent of Aquatics and Northern Recreation Services
Jennifer Browett, Recreation Programmer
Jenny Gibson, Recording Secretary
- Regrets:** Teresa Patterson, Councillor, City of Parksville
-

CALL TO ORDER

Chair Van Eynde called the meeting to order at 2:00pm.

Chair Van Eynde welcomed Commissioner Michael Procter from Electoral Area 'H'. Mr. Procter is the current chair of the Electoral Area 'H' POSAC and has been in this position for three years and also has background as the Mayor of Peace River.

MINUTES

Commissioner Wilson noted that the minutes under the heading Commission Roundtable were incorrect in that it was the Town of Qualicum Recreation Commission recommending that a field house be constructed at the Qualicum Beach Community Park.

MOVED Commissioner Wilson, SECONDED Commissioner Nosworthy, that the Minutes of the District 69 Recreation Commission meeting held June 25, 2009, be approved as amended.

CARRIED

COMMUNICATION/CORRESPONDENCE

MOVED Commissioner Bartram, SECONDED Commissioner Procter, that the following Correspondence be received:

- C. Stone, Re: Track and Field Facility Information and Newspaper Article
- B. Hawkes, Re: Parksville Curling Club Annual Report

- J. Moger, Qualicum Beach Community Garden Society, Re: Grant Thank You
- Parksville Seniors Activity & Drop in Centre, Re: Grant Thank You
- S. Pearson, Re: Staff Appreciation Excellent Survey Results
- J. Scholfield, Parksville Lawn Bowling Club, Re: Grant Thank You
- D. Porteous to P. Solway and K. Bigg, Re: Oceanside Place Concession Services Agreement
- M. Pearse to P. Biro, Re: District 69 Recreation Commission Resignation
- Re: True Sport

CARRIED

FUNCTION REPORTS

Oceanside Place

Mr. Porteous presented the monthly update for Oceanside Place highlighting the following items:

- The extension of the senior's hockey through June twice per week was very successful, averaging over 25 players per session.
- Numbers for the "Beat the Heat" for July and August were well above last year, averaging 50 people per session.
- Full registration for the Summer Scrub Hockey in 6-9 years/ 10-13 years/ 14-18 years.
- Girls only Hockey Camp was also very successful. Instruction by professional female hockey player, Carly Haggard. Good response for this year and increased registration for next year expected.
- Adult Scrub Hockey is back by popular demand with 28 players registered.
- Other Oceanside Place events: Oceanside Minor Lacrosse Dilly Bar Tyke Tournament at Oceanside Place, OSHL Tournament (Victor Kraatz), Generals Camp, BSS Commencement.
- Full slate of rentals over the summer months include: Oceanside Minor Lacrosse, Alberni Bulldog's, Oceanside Spring Hockey League, Rushton's School of Skating and Summer School, Turcotte Stick Handling, BC Hockey Girls' U-14, Acres Hockey School, Gold in the Net, 99 Island Stars, Freemonessa Hockey School, Tironese Skating School, and Heath Dennison Power Skating School.
- Landscaping has been completed in front of the facility with the installation of sod and the repair to the curbs damaged during the winter.
- Maintenance staff first aid and defibrillator training is complete.
- Confined space training complete
- General maintenance was done throughout the summer months.
- The Howie Meeker Arena has been resurfaced for another season
- The Pond Ice Sheet will be resurfaced in mid September

Ravensong Aquatic Centre/ Recreation Coordinating

Ms. Pearson presented the monthly update for the Ravensong Aquatic Centre and the Recreation Coordinating Function highlighting the following items:

- There were two prize swims in June for the School in recognition for their participation in the "Eat Well Get Moving" program. 140 children attended each session.
- Qualicum Beach hosted the QB Triathlon, a community event, which sold out quickly again this year.
- Numbers have increased for the Toonie Tuesdays Swim Sessions. These stats are included in the Special Event statistic.

- Child Identification was a success with 23 children printed, which was held in partnership with Qualicum Pharmsave and Community Police
- The 52nd Anniversary of the Ocean Mile swim was celebrated this year with a total of 54 participants.
- Revenue was up \$1,563 over last year's summer lesson season.
- Maintenance attended and completed Confined Space Entry training.
- Landscaping renewal has been completed by staff.
- Another pipe burst in the under ground tunnel resulting in significant water loss.
- Annual pool maintenance shut down will be August 24-Sept 13 for three weeks.

MOVED Commissioner Bartram, SECONDED Commissioner Wilson, that the Correspondence be received.

CARRIED

Regional Parks and Trails and Community Parks (EA "E" – "H")

Mr. Osborne presented the monthly update for the Regional Parks and Trails and Community Parks (EA "E" – "H") highlighting the following items:

- Elaine McCullough has had a baby boy, both are doing well. Elaine will be on maternity leave for about one year. Filling in for Elaine is Lesya Fesiak, who was originally hired as a Regional Park Planner but with her background, will work as the Community Parks Planner during the maternity leave. Graham Gidden will hold the Regional Parks Planner duties in a temporary position. When Elaine comes back Lesya will move over to Regional Parks and Elaine will return to Community Parks.
- An open house was held for the Little Qualicum River Estuary Regional Conservation Area Management Plan. The event was well attended by the public.
- On Friday September 18, 2009 the official opening for the Mt. Arrowsmith Massif Regional Park will be held.

MOVED Commissioner Wilson, SECONDED Commissioner Bartram, that the Reports be received.

CARRIED

BUSINESS ARISING FROM COMMUNICATIONS/CORRESPONDENCE

Track and Field Facility Information

Mr. Banman touched on correspondence received from C. Stone and the track and field information included. Staff thanked him for forwarding the information.

Mr. Osborne spoke to the construction costs noted in the correspondence, noting the City of Vancouver did a refit of the track for about \$298,000. Staff will be following up on the process undertaken.

Mr. Banman indicated that more information was received today regarding True Sport and that staff will review and provide an update at the next meeting.

NEW BUSINESS

Summer Program Power Point

Ms. Browett presented a Power Point on the summer staff and programs. (*See attachment to the minutes.*) Camp Suntastic, held at the Parksville Community Park, was one of the huge successes; Express Camp had large increases in numbers. Nanoose Camp also was a great success with plans to expand it next year. Playground Camps continue to grow, numbers were equal for the Foster Park in Parksville and Qualicum Beach sites. Overall the summer camps this year were a great success, the kids had a great time, as well as, the leaders.

Ravensong Aquatic Centre Remedial Work

Mr. Osborne updated the Commission on the project. To date, staff have not had verification if the two grant submissions will be awarded and on a weekly basis are contacting liaisons at the grants office.

At the next District 69 Commission meeting in October the final consultant report will be presented which will verify and validate what the issues are and their related cost. At this time the project consultants are estimating the project may cost up 4.6 million dollars. Staff also reiterated to the Commission that the salt water system is only one of the issues in regard to the impact it has had on the plumbing and mechanical systems. The major problem is high humidity levels, air handling and design and/or construction deficiency that are leading to the failure of the building envelope.

District 69 Commission Member Recruitment

In the month of August staff issued an expression of interest and placed advertisements in the paper and also on the radio. Electoral Area 'H' now has a new member. The Electoral Area 'G' Commission position remains vacant and fellow Commissioners were encouraged to pass on any qualified candidates to staff for follow up. Staff also noted that alternates can also be appointed by the Regional Board to the District 69 Recreation Commission.

Rough Diamonds Projects Grant-In-Aid

Ms. Pearson spoke to the summary report written by Ms. MacKenzie on the Rough Diamonds Project and funding by the District 69 Recreation Grants program.

Ms. Pearson noted that Oceanside Community Arts Council applied for the project funding which was being run by the Rough Diamonds. The Oceanside Community Arts Council has returned the cheque to the RDN as Rough Diamonds is now a stand alone organization and not affiliated with the Arts Council. As the project is underway and the Rough Diamonds Project fits the grant's criteria, staff recommend that a cheque be issued directly to the Rough Diamonds Project.

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

CARRIED

Youth Recreation Services Plan for District 69 – Terms of Reference

Mr. Banman reviewed the staff report regarding the Youth Recreation Services Plan.

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

CARRIED

MOVED Commissioner Bartram, SECONDED Commissioner Wilson, 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.

CARRIED

The Commission then discussed the District 69 Recreation Commission appointment to District 69 Youth Recreation Services Plan Project Steering Committee in which Eve Flynn agreed to sit as the representative.

COMMISSIONER ROUNDTABLE

Commissioner Bartram told the Commission Barb Lyotier had passed away the week prior. Ms. Lyotier was the resident from the Bowser area who was coordinating Torch Relay events in Area 'H'.

Commissioner Bartram also noted two grants were received for Torch Relay events, \$8,000 for Qualicum Bay and \$8,000 for Bowser.

Commissioner Procter stated he is looking forward to working with everyone.

Commissioner Flynn commented on the impact the recent provincial budget cuts will make on the School District, in particular, extra curricular activities held at the Aquatic Centre and Oceanside Place.

ADJOURNMENT

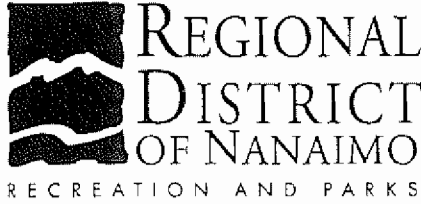
MOVED Commissioner Van Eynde, SECONDED Commissioner Bartram, that the meeting be adjourned at 3:10pm.

CARRIED

NEXT MEETING

October 15, 2009 at 2:00pm, Oceanside Place Multi Purpose Room

Frank Van Eynde, Chair



RDN REPORT	
CAO APPROVAL <i>[Signature]</i>	
EAP	
COW	
SEP 16 2008	
RHD	
BOARD	
<i>Dist 69 - Sept 17 '09</i>	

MEMORANDUM

TO: Tom Osborne
General Manager of Recreation and Parks

DATE: September 8, 2008

FROM: Dean Banman
Manager of Recreation Services

FILE:

SUBJECT: Youth Recreation Services Plan for District 69 – Terms of Reference

PURPOSE

To obtain Board approval for the Terms of Reference for the Youth Recreation Services Plan for District 69.

BACKGROUND

In the Fall of 2008, staff initiated an internal review of the history, changes and successes within the youth recreation services portfolio from the mid 1990's until the present. The purpose of this was to provide a documented review of how the Department has responded to community needs, the changing times and budgets, changes within service delivery, and Department successes and challenges.

In 2000, a Youth Services Plan offered suggestions for implementation for the next five years. Many of these suggestions have been implemented with varying degrees of success, including a successful Roving Leaders Program, Leaders In Training and Outdoor Summer Camps and Programs. A significant area of growth has been in the development of outside youth facilities, with new skate parks in the City of Parksville and the Town of Qualicum Beach, and a BMX park in Qualicum Beach. Now ten years later, a new vision and plan is needed in order to address the youth population's interests and needs. The Department aims to ensure its relevancy and capacity to meet the community needs, and look ahead to the future.

Once the review was completed, a consultant was retained with youth services expertise, to assist with initial staff and community consultation to design a process for the development of a new plan. Two documents were created for this purpose: a Discussion paper outlining the Youth Services History, Context and Rationale for a new youth services plan, and a Questionnaire for the Proposed Youth Recreation Services Plan. The documents were circulated to staff and externally to youth agency staff. Two focus group meetings were held in April 2009, one with RDN Recreation and Parks Department staff and one with members from YouthLINK, which is a community consortium of youth agencies. The purpose of the meetings were to engage in

discussions about the need for a review of youth recreation services, and the development of a new youth recreation services plan.

On August 29, 2009 the Regional Board received a report on the findings of the initial review of youth recreation services which included a series of recommendations to proceed with the development of a youth reaction services plan and approved the following resolution:

“That the recommendations from the Youth Services Review Report for the design and development of a new youth recreation services plan for District 69 be approved and that \$10,000 be allocated in fiscal years 2009 and 2010 in the District 69 Recreation Coordination budget for consulting services to undertake the plan to commence in the fall of 2009 and conclude spring 2010.”

Proposed Terms of Reference

The Terms of Reference calls for the design and implementation of a Youth Services plan for District 69 completed over three phases. The deliverables within the terms have been develop to allow for flexibility in their completion but balanced with specific measures to ensure responsibilities are clear. With this approach specific phases or sections of the plan can be completed by different individuals or groups independently or collectively. Staff may have the opportunity to complete some autonomously and work on others jointly with an established youth research team or consultant. It is recognized with this flexibility comes some potential challenges with ensuring parts of the plan that are worked on collectively, responsibilities are clearly defined.

The Terms of Reference calls for the creation of a project steering committee to aid in the creating and implementation of the youth services plan. The committee will bring a broad representation of groups and individuals together who have a vested interest in youth in the Oceanside area.

Timeframe for the Plan’s Completion

Staff anticipate the project work can be completed within the following time frame:

October 2009	Terms of Reference approved by Regional Board
November 2009	RFP issued and Project Consultant retained
December - January 2010	Phase One completed - <i>Get started, review services, profile community</i>
April - May 2010	Phase Two completed - <i>Gather Information/Consult/Research</i>
June- August 2010	Phase Three completed - <i>Develop the Youth Recreation Services Plan</i>
September 2010	Presented to District 69 Commission
October 2010	Presented to Board

ALTERNATIVES

1. That the Terms of Reference for the Youth Recreation Services Plan be approved as attached as Appendix I.
2. That the Terms of Reference not be approved and alternative direction be provided.

FINANCIAL IMPLICATIONS

Project funding in the amount of \$20,000, (\$10,000 in 2009 and \$10,000 in 2010) was approved as part of the August 29, 2009 Regional Board meeting.

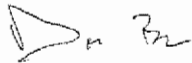
SUMMARY

In June of this year the District 69 Recreation Commission was presented with the findings of a review of youth services within District 69. This review established the need for the design and implementation of a formal youth plan that would address the needs and delivery of services from 2011 - 2016. In August of the same year the RDN Board endorsed the recommendation from the Commission to proceed with a Youth Recreation Services Plan for District 69.

Attached are the Terms of Reference for the Youth Recreation Services Plan of which staff are recommending be approved and a Request for Proposal be issued to retain a consulting firm to work with the project steering committee and staff to develop the Plan.

RECOMMENDATIONS

1. That the Terms of Reference for the Youth Recreation Services Plan be approved.
2. That staff be directed to issue a Request for Proposals for a Project Consultant for the development of the District 69 Youth Recreation Services Plan.



Report Writer



General Manager Concurrence



CAO Concurrence

Appendix 1



YOUTH RECRATION SERVICES PLAN for DISTRICT 69

Terms of Reference

OBJECTIVE:

To develop a comprehensive five year Youth Recreation Services Plan for District 69.

BACKGROUND:

From 1990 to 2009, the Regional District of Nanaimo Recreation and Parks department went through a number of changes in regards to the staffing, programming and delivery of youth recreation services in District 69. In 2000, the department undertook a full review of youth services and developed the Youth Recreation Services Plan. This document included a number of recommendations many of which have been tried or implemented with varying degrees of success.

In the Fall of 2008, staff initiated an internal review of the history, changes and successes within the youth recreation services portfolio. The purpose of the review was to provide a formal look of how the department has responded to community needs, changing times, budgets and service delivery needs related to youth.

Once the review was completed, a consultant was retained to assist with initial staff and community consultation to design a process for the development of a new plan. Two documents were created for this purpose: a discussion paper **“Youth Services History, Context and Rationale for a New Youth Services Plan”** and a **“Questionnaire for the Proposed Youth Recreation Services Plan”**. The documents were circulated to staff and externally to youth agencies. Two focus group meetings were held in April 2009, one with RDN Recreation and Parks department staff and one with members from YouthLINK, a community consortium of youth agencies. The purpose of the meetings were to engage in discussions about the need for a formal review of youth recreation services, and the development of a new youth recreation services plan.

The following key findings and recommendations emerged from these meetings:

Key Findings:

- There is clearly consensus within RDN staff and the community with regards to the need for a new youth plan including the need for a clear vision and mandate for youth recreation services.
- There is an expectation that youth will play a key role in not only providing input into the plan but also in implementing a process for the development of a new plan.
- There is a need to clarify/define key concepts such as “youth” and “recreation”.
- There doesn’t appear to be an expectation that the plan look beyond recreation.
- There is a need to look at the ways in which the RDN can be supporting and working more collaboratively with community organizations.
- The notion of capacity emerged as a theme:
 - Acknowledging and valuing the capacity that exists. There is not only support for a new plan there is also a great deal of enthusiasm and willingness on the part of staff and community agencies to get involved, help out and support the RDN’s efforts
 - Ensuring capacity to carry out and implement the plan
 - Building knowledge and capacity by looking at what other communities have done
- The notion of connections emerged as a theme:
 - Connections with youth, within the community, between the RDN and community, inter-generational, with diverse groups and within current contexts (i.e. services already being delivered, RDN current vision, master plan etc.)
- The notion of creativity emerged as a theme:
 - The importance of and need for enhanced arts programs for youth
 - Exploring creative ways to engage with youth either through the arts and/or through technology

Recommendations:

1. That the RDN move forward with the youth services review and development of a new Youth Recreation Services Plan for the period 2011 to 2016.
2. That the purpose of the plan will be to:
 - a) review the current youth services delivery system;

- b) define the vision, mission, values and guiding principles for RDN youth recreation services;
- c) clarify the definition of recreation and youth;
- d) assess and ensure that the RDN has the capacity to accomplish the objectives of the new plan;
- e) clarify the role of the RDN with community based organizations and identify opportunities for partnerships and increased collaboration in the delivery of youth recreation services;
- f) actively engage youth not only in providing input into the plan but in creating and implementing a process for the development of the new plan and in ongoing operations;
- g) engage with diverse groups in the community (cultural, socio-economic, adults, seniors, youth and diverse groups of youth) in order to develop inclusive and accessible youth recreation services;
- h) identify key issues in the delivery of youth recreation services and formulate strategies to address these issues; and
- i) develop a new Youth Recreation Services Plan that will set the direction for District 69 youth recreation services from 2010 to 2015, with budget implications and timelines.

3. That the process for completion of the plan be as follows:

Phase One: Get started, review services, and profile the community

- Develop Terms of Reference
- Establish project steering committee
- Review and assess the current delivery system
- Research community demographics
- Complete an inventory of community agencies and community 'assets' related to youth recreation services
- Conduct research on best practices from other communities
- Develop data collection tools (surveys, interview questions, focus group formats)
- Develop a strategy for monitoring and evaluating the effectiveness of the Youth Plan

Phase Two: Gather Information/Consult/Research

- Internal Interviews/Survey
- Community Agency Interviews/Survey
- Youth Interviews/Surveys/Focus Groups
- Consultation with current youth recreation services users and non-users
- Parent/Community Member input

Phase Three: Develop the Youth Recreation Services Plan

- Prepare draft report
- Draft report reviewed by youth, agencies, community members, staff
- Prepare final report
- Present to District 69 Recreation Commission

4. That a youth research team is established in order to ensure youth engagement and ownership of the entire process. The research team, with key community agency

representatives from organizations that provide youth recreation services could form the Steering Committee.

5. That the youth research team is adequately resourced including staff time, honorariums for youth researchers and funding for miscellaneous expenses (food and transportation).
6. That feedback received to date and documented in the consultation feedback documents are referred to and considered during the process of completing the plan.
7. That the Youth Plan be fully integrated and congruent with current efforts in the community and directions within the Regional District of Nanaimo.

BOARD RESOLUTION

On August 29, 2009 the Regional District Board approved the resolution below as recommended by the District 69 Recreation Commission:

"That the recommendations from the Youth Services Review Report for the design and development of a new youth recreation services plan for District 69 be approved and that \$10,000 be allocated in fiscal years 2009 and 2010 in the District 69 Recreation Coordination budget for consulting services to undertake the plan to commence in the fall of 2009 and conclude spring 2010."

PROJECT STEERING COMMITTEE

A project steering committee will be appointed by the District 69 Recreation Commission to assist District 69 Recreation Commission and RDN Recreation and Parks Department staff set the direction of youth recreation services for District 69 as well as work towards the implementation of the completed plan. The Terms of Reference for the Committee are detailed in *Schedule A*.

PUBLIC CONSULTATION PROGRAM

The Regional District of Nanaimo's Public Consultation/Communication Framework Policy No.A1.23 measures a successful project as one that provides for meaningful and on-going public involvement. The success of the public process component of the Youth Recreation Services Plan will be achieved through adherence to this policy.

SCOPE OF WORK

The successful consultant will provide specific Individual Deliverables (SD) where indicated and coordination (C) of overall plan deliverables from the following sections of the three phases:

Phase One: Get started, review services, and profile the community

- Review and assess the current delivery system (SD)
- Research community demographics (SD)

- Complete an inventory of community agencies and community 'assets' related to youth recreation services (SD) or (C)
- Conduct research on best practices from other communities (SD)
- Develop data collection tools (surveys, interview questions, focus group formats) (SD), (C)
- Develop a strategy for monitoring and evaluating the effectiveness of the Youth Plan (SD), (C)

Phase Two: Gather Information/Consult/Research

- Internal Interviews/Survey (C)
- Community Agency Interviews/Survey (SD), (C)
- Youth Interviews/Surveys/Focus Groups (C)
- Consultation with current youth recreation services users and non-users (SD), (C)
- Parent/Community Member input (SD), (C)

Phase Three: Develop the Youth Recreation Services Plan

- Prepare draft report (SD), (C)
- Draft report reviewed by youth, agencies, community members, staff (SD), (C)
- Prepare final report (SD), (C)
- Present to District 69 Recreation Commission (SD), (C)

RECOMMENDED PROJECT TIMELINE

- Phase One: Get started, review services, and profile the community – completed January 2010.
- Phase Two: Gather Information/Consult/Research - completed May 2010
- Phase Three: Develop the Youth Recreation Services Plan - completed August 2010
- Present completed Youth recreation Services Plan to District 69 Recreation Commission – September 2010.

BUDGET, LEVEL OF EFFORT AND AVAILABLE RESOURCES

The budget for all three phases of the Youth Services plan in its entirety including applicable taxes, is \$20,000 budgeted over two years (2009 and 2010)

CONSULTANTS PROPOSAL TO INCLUDE:

1. A proposed methodology and table of contents for the District 69 Youth Services Plan.
2. A work program detailing deliverables for the three phases outlines above under "Scope of Work".
3. Information as to the qualifications, ability and past experience of the company/individual with similar projects including references.
4. A list of the personnel who will work on the project, their individual experience specifically related to the project and their role.
5. A schedule that includes the fee structure.
6. All material presented by the contractor must be submitted in triplicate hard copy as well as in suitable electronic format.

PROPOSALS WILL BE RATED AS FOLLOWS:

Max. Score	Criteria
2	credentials and references are strong;
2	experience is relevant and extensive;
2	the draft work program presented: <ul style="list-style-type: none">• reflects the objectives detailed in the above "scope of work";
2	<ul style="list-style-type: none">• presents an appropriate mix of team members and sub-consultants;
2	<ul style="list-style-type: none">• involves a clear plan to review baseline information and develop policies and actions;
2	<ul style="list-style-type: none">• presents a comprehensive public consultation strategy based on the RDN's Public Consultation/Communication Framework Policy No. A1-23;
2	fee breakdown supports the work program presented & the total fee provides good value.
14	Total

SUBMISSION DEADLINE IS 5:00 pm, XXXXX, October X, 2009.

For additional information please contact:

Sandra Pearson,
Superintendent of Aquatics and Northern Recreation Services
Regional District of Nanaimo
Recreation and Parks Department

1.888.828.2069
1.250.248.3252

“Schedule A”



DISTRICT 69 YOUTH RECREATION SERVICES PLAN

PROJECT STEERING COMMITTEE – TERMS OF REFERENCE

Background:

The Regional District of Nanaimo (RDN) is undertaking a three phase plan (**Project**) involving the design and implementation of a recreation services plan for the youth of District 69 covering the years 2010 - 2015.

The committee will play a pivotal role in assisting RDN Recreation and Parks Department staff and District 69 Recreation Commission members set the direction of youth recreation services for District 69 as well as work towards the implementation of the completed plan.

Committee Structure:

Proposed is a seven person Project Committee with the following representation:

- One member of the District 69 Recreation Commission
- Two youth from the District 69 community
- One representative from School District 69
- Two members from separate community organizations providing youth services in District 69
- One member from the Community at large appointed by District 69 Recreation and Parks Commission.
- RDN Superintendent of Aquatics and Northern Recreation Services
- RDN Recreation Programmer responsible for youth services
- Consultant retained to develop the Youth Recreation Services Plan.

Other community organizations (RCMP, VIHA, First Nations, etc.) and RDN Recreation Services staff will be called upon as resources to the steering committee on an issue by issue basis.

Project Goals, Objectives and Key Issues:

- a) Review the current youth recreation services delivery system
- b) Define the vision, mission, values, objectives and guiding principles for District 69 youth recreation services

- c) Clarify the definition of “recreation” and “youth”
- d) Clarify the role of the RDN with community based organizations and identify opportunities for partnerships and increased collaboration in the delivery of youth recreation services
- e) Actively engage youth not only in providing input into the plan but in creating and implementing a process for the development of the new plan and its ongoing operations
- f) Engage with diverse groups in the community (cultural, socio economic, adults, seniors, youth and diverse groups of youth) in order to develop inclusive and accessible youth recreation services
- g) Identify key issues in the delivery of youth recreation services and formulate strategies to address these issues
- h) Assess and ensure that the RDN has the capacity to accomplish the objectives of a new plan
- i) Develop a new Youth Recreation Services Plan that will set the direction for the Regional District of Nanaimo youth recreation services from 2010 to 2015, including budget implications and timelines.

Committee Duration and Commitment:

It is anticipated that the final plan will be submitted to the District 69 Recreation Commission in September 2010.

The anticipated level of commitment for committee members is:

- Attend regular strategic meetings of the committee as a whole
- Aid in developing strategy
- Review and interpret user group feedback, and research provided by staff, youth research team and the consultant
- Assist in the development the final plan and its implementation.

Authority:

The Youth Recreation Services Plan Project Steering Committee is a sub committee established by the District 69 Recreation Commission whose authority is provided by the Board of the Regional District of Nanaimo under Bylaw No. 935.

Additional Resources documents:

Regional District of Nanaimo – Terms of Reference Youth Services Plan (August 2010)

Youth Recreation Plan- District 69 Recreation Coordination (report to commission, June, 2010)

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE ELECTORAL AREA 'A' PARKS, RECREATION AND CULTURE
COMMISSION REGULAR MEETING
HELD WEDNESDAY, SEPTEMBER 23, 2009 AT
CEDAR HERITAGE CENTRE
7:00PM

Attendance: Joe Burnett, Director, RDN Board, Chair
Dawn Burnett
David Flynn
Shelagh Gourlay
Ryan Rangno
Shannon Wilson
Kerri-Lynn Wilson
Krista Seggie
Lynnette Aldcroft

Staff: Wendy Marshall, Manager of Parks Services
Dean Banman, Manager of Recreation Services
Dan Porteous, Superintendent of Arenas and Southern Recreation Services
Lesya Fesiak, Parks Planner
Kelly Fryer, Recreation Programmer
Jenny Gibson, Recording Secretary

CALL TO ORDER

Chair J. Burnett called the meeting to order at 7:00pm.

Chair J. Burnett introduced and welcomed Mr. Dean Banman, the new Manager of Recreation Services, Ms. Kelly Fryer, the new Recreation Programmer and Ms. Lesya Fesiak, Parks Planner to the Commission.

DELEGATIONS

MOVED Commissioner Aldcroft, SECONDED Commissioner Flynn, that the late delegation from the Yellow Point Drama Club, be received.

CARRIED

Ms. Elaine Wood stated the remodeling of the Cedar Community Hall basement space to accommodate necessary costume storage for the Yellow Point Drama Club is almost complete. The work is being done by volunteers and the cost for the renovation currently stands at \$2,500 with a bit more work required to complete the project. Ms. Wood requested the Commission reconsider their original request for funding in the amount of \$1,500 and allow the drama group to retain the funds, even though the funds were not used as originally designated, which was to be the purchase of a trailer for costume storage. If they are required to return the funds to the Regional District, which have already been spent, it would be a hardship, as their operating budget is very tight.

MINUTES

Commissioner Seggie noted under the heading *Committee Round Table* the minutes for the May 29, 2009, meeting, should state that the Empire Days Parade float was sponsored by the South Wellington and Area Community Association, Friends of Morden Mine and the South Wellington Parent Advisory Council.

MOVED Commissioner Gourlay, SECONDED Commissioner Aldcroft, that the Minutes of the Electoral Area 'A' Parks, Recreation and Culture Commission Inaugural meeting held May 20, 2009, be approved as amended.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

MOVED Commissioner S. Wilson, SECONED Commissioner Seggie, that the following Correspondence be received:

- M. Pearse to Yellow Point Drama Club, Re: Appeal – Electoral Area 'A' Grant-In-Aid Decision
- J. Burnett to Cedar Family of Community Schools, Re: Grant-In-Aid Funding
- J. Burnett to South Wellington and Area Community Association, Re: Grant-In-Aid Funding
- J. Burnett to Cedar Skatepark Association, Re: Grant-In-Aid Funding
- D. Porteous to Cedar School and Community Enhancement Society, Re: Sewer Connection Cedar Heritage Centre
- D. Porteous to Cedar School and Community Enhancement Society, Re: Sewer Connection Completed Cedar Heritage Centre

CARRIED

REPORTS

Monthly Update of Community Parks and Regional Parks and Trails Projects for May 2009

Ms. Fesiak reviewed the Community Parks and Regional Parks and Trail projects for May 2009.

MOVED Commissioner K. Wilson, SECONDED Commissioner Aldcroft, that the Monthly Update of Community Parks and Regional Parks and Trails Projects Report for May 2009, be received.

CARRIED

Recreation and Culture Report

Mr. Porteous presented a brief verbal Recreation and Culture Report. Mr. Porteous introduced Ms. Fryer the new Recreation Programmer for Electoral Area 'A'. Ms. Fryer commenced her duties with the Department on September 8th and is currently getting established in her office and introducing herself to the Community.

Ms. Fryer stated she is also working with the Community on the Torch Relay and noted that the information regarding the specific route and time for the event should be kept confidential until about ten days prior to the event. The Torch Relay will run through Cedar on October 31 between 6:00 and 6:30pm.

MOVED Commissioner Seggie, SECONDED Commissioner S. Wilson, that the Recreation and Culture Report be received.

CARRIED

NEW BUSINESS

Ritten Road Garbage Can

Chair J. Burnett stated he had previously received a request for the placement of a garbage can adjacent to the boat access on Ritten Road and noted the development of a boat ramp on the Quennell Lake had also been discussed in previous Electoral Area 'A' Parks and Open Space Committee meetings.

MOVED Commissioner Flynn, SECONDED Commissioner Aldcroft, that the Ritten Road project be included on the 2010 Project Prioritization list for consideration.

CARRIED

Costume Storage Funding and Yellow Point Drama Group

Mr. Banman stated staff felt there was no malicious attempt by the Yellow Point Drama Group to use the funds received. He noted the Recreation Grant-In-Aid Criteria does specifically state funds cannot be used for capital construction, where in this case the funds were used for a capital expense and would be ineligible under the criteria. Mr. Banman stated funds are available under the Area 'A' Community Parks Function and the Community Parks Bylaw does allow capital improvements and he therefore, recommended the Commission consider funding the costume storage project under the Parks Function budget as per the recommendation in the staff report.

MOVED Commissioner Seggie, SECONDED Commissioner S. Wilson, 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

Office Space Recreation Programmer, Cedar

Mr. Porteous stated after researching numerous sites in Area 'A' the decision was made to lease temporary office space for the Recreation Programmer in the Old Cedar Fire Hall. This location will service the community well for the short term and will allow time for an appropriate permanent site to be found.

Cedar Heritage Centre Lease Renewal

Mr. Banman reviewed the Cedar Heritage Centre Lease Report for the Commission noting that the Regional District is entering into the final year of the current lease. In that regard, staff would like to meet with the Cedar School and Community Enhancement Society to review the terms of the lease and other facility management options now that the Recreation and Cultural Services Function is operational.

MOVED Commissioner Gourlay, SECONDED Commissioner Aldcroft, 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.

DEFEATED

MOVED Commissioner Rangno, SECONDED Commissioner K. Wilson, 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.

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

CARRIED

Commissioner D. Burnett joined the meeting at 8:20pm.

Cedar Heritage Centre Sewer Connection

Mr. Porteous stated the sewer connection work has been completed to the Cedar Heritage Centre, which is owned by the Regional District, and operated through the Recreation and Parks Department. Improvements to the facility are therefore funded through the Electoral Area 'A' Parks, Recreation and Culture budget.

MOVED Commissioner Seggie, SECONDED Commissioner Rangno, that the verbal update regarding the Cedar Heritage Centre Sewer Connection, be received.

CARRIED

Cedar Skate Park Funding

Mr. Banman reviewed the Cedar Skateboard Park Funding and Development Options Report regarding the costs involved in the development of a Cedar Skate Park Project Conceptual Plan.

MOVED Commissioner Gourlay, SECONDED Commissioner Seggie, 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

IN CAMERA

Due to time constraints for some staff members the Commission adjourned the regular meeting to move to an in camera session at 8:45pm.

MOVED Commissioner S. Wilson, SECONDED Commissioner Aldcroft, that pursuant to Section (90) (1) (e) of the Community Charter the Commission proceed to an In Camera meeting to consider land issues.

CARRIED

The regular meeting reconvened at 9:05pm.

Area 'A' Recreation and Culture Master Plan

Mr. Porteous briefly reviewed the Electoral Area 'A' Recreation and Culture Master Plan and the status of the twenty-six recommendation included. Mr. Porteous stated he recommends that a workshop be held this fall to review outstanding recommendations and other issues regarding programming in Area 'A'.

BC Recreation and Parks Association Overview

Mr. Porteous presented a brief overview and handed out information on the BC Recreation and Parks Association (BCRPA) and the benefits of membership.

MOVED Commissioner D. Burnett, SECONDED Commissioner S. Wilson, that a BCRPA Membership and a 2010 BCRPA Conference registration be obtained for Recreation Programmer Kelly Fryer and that additional BCRPA Memberships for Commission members are not required at this time, as two current Commission members are BCRPA members through other affiliations.

CARRIED

Commissioner S. Wilson reminded the Commission members that if they decide in the future to become a member of the BCRPA they may do so for a fee of \$50.

Recreation Fees and Charges

Mr. Porteous noted that in the near future when program services begin to be provided, the Commission will need to establish a Fees and Charges Policy which staff will use when setting fees for recreation programs within Electoral Area 'A'.

Cedar Estates and Morden Colliery Trail/Community Trail/Community Park Update

Ms. Fesiak noted she continues to work with the developer to finalize the Morden Colliery Park concept design and confirm the completion date for the project.

Commissioner S. Wilson requested the Commission review and set standards for the dissemination of information in the Community.

COMMISSION ROUND TABLE

Commissioner Seggie noted the Morden Mine News AGM will be held October 15 at the Cedar Heritage Centre.

The Commissioners welcomed Ms. Fryer to the Community.

COMMITTEE INFORMATION

Next Meeting Date

Mr. Porteous suggested the Commission may want to meet again in October to review the Grant-In-Aid Sub Committee recommendations so that they may receive Board approval in November and the funds could be distributed in December.

MOVED Commissioner S. Wilson, SECONDED Commissioner Seggie, that a special Electoral Area 'A' Parks, Recreation and Culture Commission meeting be held October 21, 2009, at 7:00pm to consider the Grant-In-Aid Sub Committee recommendations for Board approval in November.

CARRIED

ADJOURNMENT

MOVED Commissioner S. Wilson, SECONDED Commissioner Aldcroft, that the meeting be adjourned.

Chair



RDN REPORT	
CAO APPROVAL (13)	
EAP	
COW	
JUL 17 2009	
RHD	
BOARD	
Area A Com. - Sept 16 09	

MEMORANDUM

TO: Carol Mason
Chief Administrative Officer

DATE: July 14, 2009

FROM: Tom Osborne
General Manager, Recreation and Parks Services

FILE:

SUBJECT: **Costume Storage Funding – Yellow Point Drama Group / Cedar Community Hall**

PURPOSE

To review options to fund the construction of a storage room for the Yellow Point Drama Group at the Cedar Community Hall.

BACKGROUND

In July 2008, the Yellow Point Drama Group received \$1,500 in funding from the Electoral Area ‘A’ Recreation and Culture Grant-in-Aid program to purchase a portable trailer which would be used to store costumes and other supplies. In the approval letter the Group was informed a final report must be submitted to the Electoral Area ‘A’ Parks, Recreation and Culture Commission within 60 days of project completion. The letter also stated if the report was not forthcoming, the Commission would inquire about the funding, and may require the recipient to return the funding dependent upon the circumstances of the situation.

On April 20, 2009, the Drama Group sent a letter (attached as Appendix I) informing staff that the organization had decided not to purchase the portable trailer as originally planned and instead used the funds toward the construction of a storage area at the Cedar Community Hall, which is operated by a separate society. In the letter the Drama Group offered to refund the grant funding or reapply for funding if it was deemed the organization had contravened any rules.

At the May 20, 2009 Regular Meeting of the Area ‘A’ Parks, Recreation and Culture Commission, the Commission received the letter and determined the funds were utilized differently than the purpose stated in the Group’s Grant-in-Aid application. The Commission then passed the following resolution for the Regional Board’s consideration.

“That the Yellow Point Drama Group be informed that if the Area ‘A’ Recreation and Culture grant funding that they received to purchase a portable storage trailer was not used for the purpose stated in their Grant-in-Aid application, the Regional District requires reimbursement of the \$1,500 grant.”

At the June 23, 2009 Board Meeting, Mr. Brian March spoke as a delegation explaining the reasons for the Drama Group’s decision to construct a costume storage room at the Cedar Community Hall rather

than purchasing a portable trailer. Following the presentation from the delegation the Board then approved the following resolution:

“That the motion be referred back to the Electoral Area ‘A’ Parks, Recreation and Culture Commission.”

The Area ‘A’ Parks, Recreation and Culture Commission and the Board can consider three options on how to proceed with the grant funding. The first option would be to allow the group to apply the funds to the constructed storage facility. The second option would be to request the funds be returned as previously discussed or thirdly, to fund the project through the Electoral Area ‘A’ Community Parks Function Bylaw which permits funding towards capital projects in community facilities operated by not for profit agencies.

On July 9, 2009, Mr. Brian March provided staff with the budget for the costume room storage as per Table 1 below, along with progress pictures which are attached as Appendix II.

Table 1 – Costume Room Budget

Wood Supplies	\$150.00
Drywall	\$200.00
Electrical (Labour / Fixtures)	\$500.00
Paint	\$100.00
Racks and Hardware	\$200.00
Dehumidifier and Heater	\$350.00
Total	\$1,500.00

ALTERNATIVES

1. That the Electoral Area ‘A’ Recreation and Culture Grant-in-Aid in the amount of \$1,500 be applied to the construction of the costume storage room for the Yellow Point Drama Group at the Cedar Community Hall.
2. That the Yellow Point Drama Group be requested to reimburse the \$1,500 grant which the organization received from the Area ‘A’ Recreation and Culture grant program, due to the funding not being used for the purpose stated in their Grant-in-Aid application.
3. 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.

FINANCIAL IMPLICATIONS

1. The Area ‘A’ Recreation and Culture Grant-in-Aid criteria stipulates that funding is not to be used for capital projects. When the Commission approved Grant-in-Aid for the storage trailer, the decision was based on various factors including the trailer being portable. A variance to the Commission's Grant-in-Aid criteria for the purpose of this application would need to be considered for this option.
2. Given the storage improvements were made to a community hall not owned by the Drama Group and the matter that the funds were used in a manner that differed from the actual grant application, this option would see the funds returned and provided to other agencies through future releases of the Grant-in-Aid program.
3. This option would provide the Drama Group to use funds from the Regional District that are permitted under the Area ‘A’ Community Parks Bylaw. For this to take place, staff would provide a

journal entry change, after Board approval, from the Area 'A' Recreation and Culture Function Bylaw to the Area 'A' Community Parks Function Bylaw.

SUMMARY

In July 2008, the Yellow Point Drama Group received \$1,500 in funding from the Electoral Area 'A' Recreation and Culture Grant-in-Aid program to purchase a portable trailer which would be used to store costumes and other supplies.

At the May 20, 2009 Area 'A' Parks, Recreation and Culture Commission Meeting, the Commission received correspondence from the Drama Group informing the Regional District the organization had decided not to purchase the portable trailer, as originally planned and instead used the funds toward the construction of a storage area at the Cedar Community Hall which is operated by a separate society. After reviewing the information, the Commission passed a resolution for the Regional Board's consideration that recommended the funds be returned.


At the June 23, 2009 Board meeting, Mr. Brian March from the Yellow Point Drama Group presented as a delegation, explaining the Group's decision to construct a storage area at the Community Hall rather than purchasing a portable trailer. The Regional Board then referred the resolution back to the Commission for reconsideration.

The Area 'A' Parks, Recreation and Culture Commission and the Board can consider three options on how to proceed with the grant funding. The first option would be to allow the group to apply the funds to the storage room, the second option would be to request the funds be returned as previously discussed or the third option would be to fund the project through the Electoral Area 'A' Community Parks Function Bylaw which permits funding towards capital projects in community facilities operated by not for profit agencies.


Given that the criteria for the Area 'A' Recreation and Culture Grant-in-Aid program stipulates that repairs, maintenance or capital improvements to community operated buildings or halls are not eligible for funding, staff recommend that the costume storage room for the Yellow Point Drama Group at Cedar Community Hall be funded by the Area 'A' Community Parks Function.

RECOMMENDATION

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.



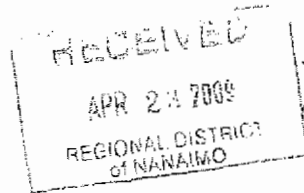
Report Writer



CAO Concurrance

Appendix I

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



YELLOW POINT DRAMA GROUP
April 20, 2009

EN REC & PARKS	
CAO	
MGR Rec	
APR 27 2009	
File	
Commission	<input checked="" type="checkbox"/>
Other	

Attention: Dan Porteous, Superintendent of Arenas and Southern Recreation Services

Re: Electoral Area "A" Recreation and Culture Grant-In-Aid funding- \$1500.00

Dear Mr. Porteous.

I apologize for not getting back to you sooner regarding the status of our funded project. After researching the feasibility of purchasing and placement of a trailer, we came to realize that local by-laws and property placement would make this an onerous solution to our problem of costume storage. The club decided a more practical route would be to do extensive renovation and remodeling of our basement space to incorporate the necessary storage. We believed since the grant was still being used to fill the same basic need of the project (more storage space) that it could be applied to the construction.

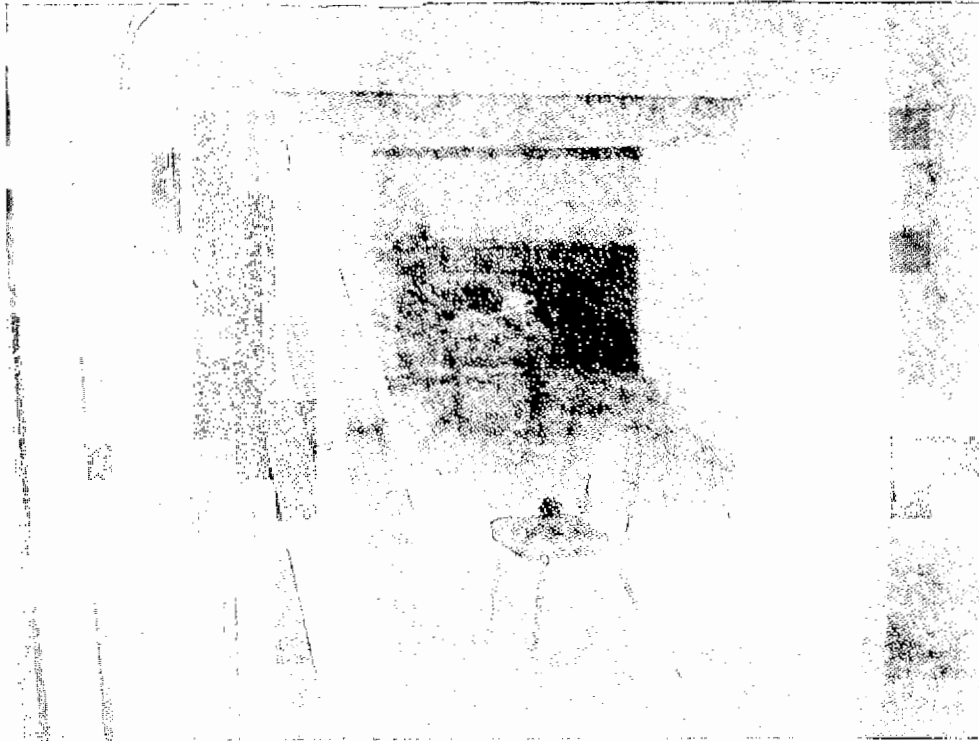
The renovation has started and we hope to complete it within a month's time. Because our club is small we sometimes find it difficult to allot time to these extra projects while still producing our shows. If you decide we have contravened any rules and are thus ineligible we will refund the funds, or if we need to reapply for funding we will do so. We appreciate your patience and will await your decision.

Thank-you,

Brian March/ YPDG president
1648 Cedar Rd.
Nanaimo, B.C. V9X 1L4

Appendix II –

Costume Room Storage Room Progress Pictures / July 9, 2009







CAO APPROVAL		[Signature]
EAP		
COW		
SEP 16 2009		
RHD		
BOARD		
Area 'A' Com. - Sept 23 09		

MEMORANDUM

TO: Tom Osborne
General Manager of Recreation and Parks

DATE: September 15, 2009

FROM: Dean Banman
Manager of Recreation Services

FILE:

SUBJECT: Cedar Heritage Centre Lease

PURPOSE

To review the lease agreement with the Cedar School and Community Enhancement Society for the management and operation of the Cedar Heritage Centre.

BACKGROUND

In October 2000 the Regional District of Nanaimo and the Cedar School and Community Enhancement Society entered into a five lease of the North Cedar Elementary School (now referred to as Cedar Heritage Centre) located at 1644 MacMillan Road.

In October 2005 the lease (Appendix I) was extended for a further five years and expires October 3, 2010. Terms of use continue to be for the operation as a community centre for activities of special events, youth/senior activities, preschool/day care use and physical space for community internet access. The current agreement contains a clause listed under *Item 2, Term* allowing for the renewal of one more five-year term. The terms and conditions under this possible extension can be either the same or amended as agreed to by the parties. An extension would forward the agreement to October, 2015. Since the signing of the first Lease, the Society has been a significant provider of recreation and cultural services in Electoral Area 'A' and a responsible tenant of the building.

School District 68 owns the land which the building occupies. The Regional District has a separate lease agreement (Appendix II) with this School District for use of the property which the RDN owned building sits. This agreement expires in June of 2020 and includes a condition that requires the building to be used for community purposes.

After repeated failed attempts to partner with School District 68 on a joint Community School Coordinator/Recreation Programmer position, Regional District and Electoral Area 'A' Parks, Recreation and Cultural Commission moved towards hiring a full - time recreation programmer dedicated to the delivery of recreation services in Electoral Area 'A'. This position was filled in September 2009 and programming has begun. Currently the RDN Recreation and Culture Services function is delivered out of the Old Cedar Fire Hall on a short term lease. There is a potential opportunity for the Area 'A' Recreation and Culture service to be based out of the Cedar Heritage Centre.

With the current lease for the building expiring next year and the Area 'A' Recreation and Cultural Services function operational, a review of the terms of the Lease and other facility management options is now required.

ALTERNATIVES

1. That the lease agreement for Cedar Heritage Centre with the Cedar School and Community Enhancement Society be renewed for a further five-year term under the existing conditions presented in the lease.
2. That staff be directed to meet with the Cedar School and Community Enhancement Society and report back with amended conditions including providing the feasibility of office space for Area 'A' Recreation and Culture services at the Cedar Heritage Centre.
3. That staff be directed to review other possible facility management options or uses for the Cedar Heritage Centre.

FINANCIAL IMPLICATIONS

1. Under existing lease conditions the annual fee paid by the Society is \$10.00. The Society is also responsible for upkeep on the building during their tenancy. An extension under existing conditions would see this type of nominal fee persist and a similar responsibility for upkeep placed on the tenant.
2. As the Society is a non-profit organization, it is anticipated that any terms relating to rent or financial implications would not significantly change. Costs of operating a separate office for the Electoral 'A' Recreation and Cultural Services function is approximately \$8,000 per year. However delivering this service from the Heritage Centre would not be without inherent costs such as building maintenance and utilities.
3. Staff would complete this review using existing resources and Electoral 'A' would not incur any additional expenses. Potential increase in rental revenue and operating costs would be included in the completed report. Due to the "community use" condition within the land agreement with SD68, it is anticipated that any new use for the building would not generate significant revenue but rather continue provide physical space for community use.

SUSTAINABILTY IMPLICATIONS

Since 2000, the Cedar Heritage Centre has provided a venue for residents to access local recreation and community services. It continues to be important that this facility continue to meet the needs of the community thus ensuring residents can maintain a healthy quality of life in a rural setting.

CONCLUSION

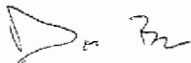
The current five - year Lease expires October 3, 2010. Within the lease there is an option for both parties to mutually agree to renew for another five - year term with the existing or new terms agreed to by the parties. Since 2000, the Regional District and the Society have had a lease agreement in place for the Society to manage and operate the Cedar Heritage Centre. The RDN has a separate agreement that expires in 2020 with School District 68 which owns the land the building is situated on. This agreement stipulates that the use of the building is required to be for community use

By delivering services from the Heritage Centre, Cedar Community School and Enhancement Society have made a significant contribution to the recreation and cultural needs of the community over the past nine years. The new Area 'A' Recreation Programmer is currently operating out of the Old Cedar Fire Hall on a short term lease. Some efficiencies and cost savings may be possible for this service to be operated out of Heritage Centre.

With the current operational lease for the building expiring next year, staff are recommending to meet with the Cedar School and Community Enhancement Society to review the Terms of the Lease and other facility management options now that the Recreation and Cultural Services function is operational.

RECOMMENDATIONS

1. 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.
2. That staff be directed to review other possible facility management options or uses for the Cedar Heritage Centre.



Report Writer



General Manager Concurrence

Original signed by C. Mason

CAO Concurrence

Appendix I

Cedar Heritage Centre Lease

Appendix I

LEASE AND SITE LICENCE

THIS AGREEMENT DATED FOR REFERENCE THIS ___ DAY OF _____, 2005.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, B.C.
V0R 2H0

(the "**Regional District**")

OF THE FIRST PART

AND:

CEDAR SCHOOL AND COMMUNITY ENHANCEMENT SOCIETY

(Inc. No. S-37396)
1644 MacMillan Rd.
Nanaimo, B.C.
V9X 1L9

(the "**Tenant**")

OF THE SECOND PART

WHEREAS:

- A. By Agreement dated the 3rd day of October 2000, made between The Board of School Trustees of School District 68 (Nanaimo-Ladysmith), referred to as the Board and the Regional District of Nanaimo referred to as the Regional District, attached as Schedule "A", the Board owns the Lands and Premises described as that part of Lot A, Section 16, Range 8, Cranberry District and of Section 16, Range 1, Cedar District, Plan 48768, shown as "Lease Area" on Plan VIP 71705 (the "**Land**"), and the Regional District owns the Building and Improvements on the Land, formerly known as the North Cedar Elementary School (the "**Building**"),

the Land and the Building both being situated at 1644 MacMillan Road, Nanaimo, British Columbia;

- B. The Tenant has requested and the Regional District has agreed to grant a Lease of the Building and a Licence to Occupy the Land, including the parking spaces on the Land, all collectively referred to as the "**Premises**";
- C. The Board has consented in writing to the grant of the Licence to Occupy the Land;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the rents and agreements to be paid and performed by the Tenant, the parties hereto covenant and agree with each other as follows:

1. Premises

- (a) The Regional District leases to the Tenant the Building on the terms and conditions as set out in this Lease; and
- (b) The Regional District grants to the Tenant the exclusive right and Licence to Occupy the Land, including the parking spaces on the Land during the term of this Lease;

2. Term

The Term of this Lease and the Term of the Licence to Occupy granted under section 1 shall be for 5 years commencing on the 4th day of October, 2005 and ending on the 3rd day of October, 2010, renewable for a further term of 5 years on the same terms and conditions or such other terms and conditions agreed upon by the Regional District and the Tenant.

3. Use

The Tenant shall use the Premises solely for a community centre, which for the purposes of the Lease and Licence includes community uses such as but not limited to, special events, youth/seniors' activities, community internet and preschool/daycare uses.

4. Rent

The Tenant shall pay to the Regional District an annual rental of Ten (\$10.00) Dollars due and payable in advance at the commencement of

the Term for the Lease and Licence to Occupy granted under this Agreement.

5. Covenants of the Tenant

The Tenant covenants with the Regional District:

Rent

- (a) to pay rent;

Rates and Utilities

- (b) to pay as they become due all water, sewer, garbage and other rates in respect of the Premises and charges for all gas, oil, telephone and electric power used on the Premises;

Construction

- (c) that it will not construct nor alter any buildings or structures on the Premises unless, prior to any construction, it has obtained:
- (i) the Regional District's approval in writing to the site plan, working drawings, plans, specifications, and elevations, and
 - (ii) a building permit from the Regional District authorizing the constructions of the buildings and structures set out in the permit and the plans and specifications attached to it, and
 - (iii) all required inspections,

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

- (d) that it will not make any alterations in the structure, plan or partitioning of the Premises nor install any plumbing, piping, wiring or heating apparatus without the prior written consent of the Regional District;

Repair

- (e) that it will repair, reasonable wear and tear excepted, at the cost and expense of the Tenant, all portions of the Premises which may at any time be damaged by the Tenant;
- (f) that it will keep and leave whole and in good repair all water, gas, and electrical fixtures, glass, pipes, faucets, locks, fastenings,

hinges, heating and cooling apparatus, in, on, or attached to the Premises;

- (g) that the Tenant shall leave the Premises in good repair, reasonable wear and tear excepted;
- (h) that the Regional District may enter and view the state of repair and the Tenant shall repair according to any notice given by the Regional District and if the Tenant fails to so repair, the Regional District may, at its option, repair such damage or injury in which case the Tenant shall reimburse the Regional District for all costs and expenses of repair and an additional amount for administration and overhead forthwith upon receipt by the Tenant of invoices therefor;

Regional District's Right of Entry

- (i) that the Regional District, its employees, servants, or agents shall at all times and for all purposes have full and free access to any and every part of the Premises and of any building erected thereon in the presence of the Tenant;

Assign or Sublet

- (j) that it will not assign nor sublet without leave of the Regional District and School Board;
- (k) that the Regional District's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Agreement requires the Tenant to perform, and the Tenant shall pay the Regional District's reasonable costs incurred in connection with the Tenant's request for consent;

Regulations

- (l) that it will
 - (i) comply promptly at its own expense with the legal requirements of all authorities and all notices issued under them that are served upon the Regional District or the Tenant, and
 - (ii) indemnify the Regional District from all lawsuits, damages, losses, costs or expenses that the Regional District may incur by reason of non-compliance by the Tenant with legal requirements or by reason of any defect in the Premises or

any injury to any person or to any personal property contained on the Premises unless the Regional District is responsible in law for the damages, losses, costs, or injuries;

Insurance

- (m) that
 - (i) the Tenant will take out and maintain during the term of policy of general liability insurance in the amount of \$2,000,000 covering the Tenant's indemnity in clause (p) and naming the Regional District as an insured party to it and in a form satisfactory to the Regional District, and
 - (ii) the Tenant shall provide the Regional District with a certified copy of the policy;
- (n) that all policies of insurance taken out by the Tenant shall contain a waiver of subrogation clause in favour of the Regional District and shall also contain a clause requiring the insurer not to cancel or change the insurance without giving the Regional District thirty (30) days prior written notice;
- (o) that if the Tenant does not provide, maintain or enforce the insurance required by this Agreement, the Regional District may take out the necessary insurance and pay the premium for periods of one year at a time and the Tenant shall pay to the Regional District as additional rent, the amount of the premium immediately on demand;

Indemnification

- (p) that it will indemnify the Regional District from and against all law suits, damages, losses, costs or expenses which the Regional District may incur by reason of the use of the Premises by the Tenant or the carrying on upon the Premises of any activity in relation to the Tenant's use of the Premises and in respect of any loss, damage or injury sustained by any person while on the Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant; and

Possession

- (q) that at the expiration or sooner determination of this Lease peaceably surrender and give up possession of the Premises without notice from the Regional District, any right to notice to quit

or vacate being hereby expressly waived by the Tenant despite any law or custom to the contrary;

6. REGIONAL DISTRICT'S COVENANTS

- (a) The Regional District covenants with the Tenant for quiet enjoyment;
- (b) The Regional District will take out and maintain during the term of this Lease and Licence to Occupy a policy of insurance insuring the Building against the risk of loss or damage caused by or resulting from fire or any additional peril against which the Regional District normally insures regional property;
- (c) If the Building is destroyed by fire or any other means, the Regional District has the sole discretion to decide whether to rebuild it, and before making that decision, will consult with the Tenant, and will take into consideration whether
 - (i) the Board, as owner of the Land and the Regional District's Landlord under the Agreement referred to in recital A of this Lease and Site Licence, will permit the Building to be rebuilt of the Lands;
 - (ii) there are sufficient proceeds from the insurance policy referred to in paragraph (b) of this section 6, together with any funds held or raised by the Tenant, to pay all costs of rebuilding;
 - (iii) there is sufficient time remaining in the Terms of both the Agreement referred to in clause (ii) and this Lease and Site Licence to justify rebuilding on the Lands; and
 - (iv) there is another site available to the Regional District of the Tenant where a replacement for the Building may be constructed;and
- (d) if the considerations in (c)(i) or (iv) and (iii) are not favourable or if they are favourable but there are insufficient funds acquired or raised under (c)(ii) within 180 days of the destruction of the Building, then the Regional District may elect not to rebuild and in that case, this Lease and Site Licence will terminate.

7. MANAGEMENT COVENANTS

The Tenant covenants and agrees with the Regional District

- (a) to spend any grant money that may be received from the Regional District on the Building and Land only and not on other Tenant's projects or purposes;
- (b) to use revenue from the Tenant's rental of all or part of the Building to pay for the maintenance and operation of the Building;
- (c) to submit quarterly statements of proposed expenditures from the grant money referred to in clause (a) to the Regional District for review and approval before the expenditures are made; and
- (d) to provide an annual report to the Regional District of the Tenant's fund raising activities for the building and the operation by the Tenant of the Premises;

8. MISCELLANEOUS COVENANTS

It is hereby mutually agreed:

Re-entry

- (a) that the Regional District may re-enter the Premises on non-payment of rent or additional rent, or non-performance of covenants;

Effect of Waiver

- (b) that the Regional District by waiving or neglecting to enforce the right to forfeiture of this Lease or the right of re-entry upon breach of any covenants, condition or agreement in it does not waive its rights upon any subsequent breach of same or any other covenant or condition of this Agreement;

Distress

- (c) that if the Regional District is entitled to levy distress against the goods and chattels of the Tenant, the Regional District may use enough force necessary for the purpose and for gaining admittance to the Premises and the Tenant releases the Regional District from liability for any loss or damage sustained by the Tenant as a result;

Termination

- (d) (i) the Regional District may at any time terminate this Lease by giving to the Tenant ninety (90) days notice in writing and the Tenant thereupon and also in the event of the termination of the Lease in any other manner if required by the Regional District shall forthwith remove from the Premises all structures, machinery, supplies, articles, materials, effects and things at any time brought or placed thereon or therein by the Tenant and shall also, to the satisfaction of the Regional District, repair any damage and injury occasioned to the Land and the Premises by reason of such removal and the Tenant shall not be entitled for any compensation for such removal. It is further agreed that unless required by the Regional District, the Tenant shall not remove any goods, chattels, materials, effects or things from the Premise until all rent or additional rent due or to become due under the Lease is fully paid; and
- (ii) the Tenant may at any time terminate this Lease by giving to the Regional District ninety (90) days notice in writing to the Regional District;

Removal of Goods

- (e) if the Tenant removes its goods and chattels from the Premises, the Regional District may follow them for thirty (30) days;

Notices

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

if to the Regional District:

6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

if to the Tenant:

1644 MacMillan Road
Nanaimo, BC
V9X 1L9

or at the address a party may from time to time designate, then the notice shall be deemed to have been received 48 hours after the time and date of mailing. If, at the time of mailing of the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it;

Fitness of Premises

- (g) that the Regional District has made no representations or warranties as to the condition, fitness or nature of the Premises and by executing this Agreement, the Tenant releases the Regional District from any and all claims which the Tenant now has or may in future have in that respect;
- (h) that the Tenant admits that it has inspected the Premises in their present state and that they are suitable for the Tenant's purposes;

Payments by the Regional District

- (i) that if the Regional District incurs any damage, loss or expense or makes any payment for which the Tenant is liable under this Agreement, then the Regional District may add the cost or amount of the damage, loss, expense or payment to the rent and may recover it as if it were rent or additional rent in arrears;

Holding Over

- (j) that if the Tenant holds over following the term and the Regional District accepts rent, this Agreement becomes a tenancy-at-will subject to those conditions in this Agreement applicable to a tenancy-at-will, and in the event the termination of the tenancy-at-will, any rent prepaid shall be adjusted for the period of actual occupation, it being expressly agreed that the acceptance of rent, or any implied condition or any implication of law shall in no way renew this lease or create any tenancy other than a tenancy-at-will;

Lease

- (k) the parties hereto acknowledge that the Licence to Occupy granted by this Agreement requires, as a condition precedent, that the consent of the head Landlord under the Regional District's lease of the Land, must be obtained and upon such consent the Tenant covenants and agrees with the Regional District to perform

all covenants, conditions and provisos to be performed by the Regional District under the lease between the Regional District and its Landlord as amended to the intent and for the purpose that no default shall arise from the tenancy created by this Agreement.

Annual Meeting

- (l) that either the Regional District or the Tenant may request a meeting, once each year of the Term of the Agreement, to be attended by the General Manager, Community Services of the Regional District and the Tenant's Chairperson for the purpose of discussing any matter or issues relating to the Buildings or Land;

Interpretation

- (m) that when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;
- (n) that the headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it;

Binding Effect

- (o) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, administrators and permitted assignees;

Law Applicable

- (p) that this Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

The Corporate Seal of the **Regional**)
District of Nanaimo was hereto affixed)
This ____ day of _____, 2005,)
In the presence of its authorized)
signatories:)
)
)
)
_____)
)
)
)
)
_____)
)

The Corporate Seal of the **Cedar**)
SCHOOL AND COMMUNITY)
ENHANCEMENT SOCIETY was hereto)
affixed this ____ day of _____)
signatories:)
)
)
)
_____)
Name:)
)
)
)
_____)
Name:)

Appendix II

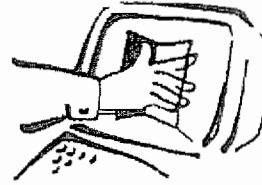
Land Lease with School District 69

Appendix II

Land Lease with School District 69

Cedar Heritage Center

BC OnLine



BC OnLine Land Title Internet Service
Provided in co-operation with
Land Title and Survey Authority

LTSA - DOCUMENT RETRIEVAL		REQUESTED: 2007-06-26 16:31	
CLIENT NAME:	REGIONAL DISTRICT OF NANAIMO		
ADDRESS:	6300 HAMMOND BAY ROAD NANAIMO BC V9T 6N2		
PICK-UP INSTRUCTIONS:			
USER ID:	PJ21649	APPLICATION NO.:	EP107413 VI PAGES: 027
ACCOUNT NO.:	304549		
REFERENCE NO.:	Y37116	FOLID NO.:	
REMARKS:			

BC OnLine Land Title Fax Service

Help Desk Victoria (250) 953-8200
In B.C. 1-800-663-6102
Administration Office ... (250) 953-8250
Fax Number (250) 953-8222

Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited.

The bylaw and common property sheets attached to strata plans have been repealed. Information regarding the bylaws and/or dealings affecting the common property of strata plans must be obtained from the general index and/or common property index on ALTOS. Refer to the BC OnLine user guide for access information.

20 DEC 00 09 49

EP107413

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

LAND TITLE OFFICE
VICTORIA

55'49

16

(This area for Land Title Office Use)

Page 1 of 22 pages

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Staples McDannold Stewart
Barristers & Solicitors
2nd Floor, 837 Burdett Avenue
Victoria, BC V8W 1B3 380-7744
File #195326/LSWG

S. Adamson
Authorized Signatory 10303

2. Parcel Identifier(s) and Legal Description(s) of Land:
(PID) (Legal Description)
Nanaimo/Cowichan Assessment Area
North Cedar Improvement District
014-379-716 That part of Lot A, Section 16, Range 8, Cranberry District and of Section 16, Range 1, Cedar District, Plan 48768, shown on Plan VIP 71705

3. Nature of Interest Description Lease
Document Reference (page & paragraph) Entire Document
Person Entitled to Interest Grantee

01 00/12/20 09:49:02 01 VI 280183
CHARGE \$55.00

4. Terms: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms D.F. No.
(b) Express Charge Terms Annexed as Part 2
(c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged on the Land described in Item 2.

5. Transferor(s)(Grantor(s)):
THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT #68 (NANAIMO)

6. Transferee(s)(Grantee(s)): (including postal address(es) and postal code(s)) *
REGIONAL DISTRICT OF NANAIMO, P.O. Box 40, 6300 Hammond Bay Road, Lantzville, B.C. V0R 2H0

7. Additional or Modified Terms: N/A

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

Officer Signature:

Execution Date:

M. Maureen Pearse
M. Maureen Pearse
A Commissioner for taking affidavits
for British Columbia
6300 Hammond Bay Road, Nanaimo, B.C.

Y	M	D
2000	12	14

Party(ies) Signature:

The Board of School Trustees of
School District #68(Nanaimo)

Ernest C. Inglehart
Name: ERNEST C. INGLEHART

Name:

(as to both signatures)

Officer Certification
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1986 c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
Form D

EXECUTIONS CONTINUED

Page 2

Officer Signature:

Execution Date:

Party(ies) Signature:

M. Maureen Pearse
M. Maureen Pearse
A Commissioner for taking affidavits
for British Columbia
6300 Hammond Bay Road, Nanaimo, B.C.

Y	M	D
2000	11	30

(as to both signatures)

Regional District of Nanaimo by
its authorized signatories

Kelly Daniels
Chief Administrative Officer
KELLY DANIELS

Carol Mason
General Manager, Corporate
Services
CAROL MASON

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1998 c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Board has agreed to transfer title to the Regional District of the building and improvements located at 1640 MacMillan Road, Nanaimo, B.C. formerly known as North Cedar Elementary School (the "Building") and to lease to the Regional District the land on which the Building is situated and is surrounded by, including 13 parking spaces in the adjacent parking lot (the "Leased Land") for use as a community activity centre (the "Community Centre") and to grant the Regional District a licence for vehicular access to the Leased Land;
- B. The Board is constructing a new secondary school on a site including a parking lot (collectively the "School Site") adjacent to the Leased Land which is scheduled to open for the school year commencing in September, 2000, and the Board desires the Regional District to commence work on the Building and the Leased Land prior to the opening of the new secondary school and to complete the work by November after the new school opens.

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

1. **LEASED LAND**

The Board leases to the Regional District the land described as that part of Lot A, Section 16, Range 8, Cranberry District and of Section 1, Cedar District, Plan 48768, shown as "Lease Area" on Plan VIP 71705 situated at 1640 MacMillan Road, Nanaimo, British Columbia ("Leased Land"), through the School Site.

2. **TERM**

For the term of twenty (20) years commencing on the 1st day of July, 2000 and ending on the 30th day of JUNE, 2020.

3. **USE**

The Regional District shall use the Leased Land for all the purposes of a community activity centre.

4. **RENT**

The Regional District shall pay to the Board an annual rent of TEN (\$10.00) DOLLARS.

5. REGIONAL DISTRICT'S COVENANTS

The Regional District covenants with the Board:

Rent

- (a) to pay all rents reserved under this Lease;

Taxes

- (b) to pay all taxes, rates, duties and assessments whatsoever, whether municipal, provincial, federal, or otherwise, including GST, charged upon the Regional District or the Board as a result of the Regional District's occupation of or use of the Leased Land unless exempted by municipal bylaw;

Utilities

- (c) to pay as they become due all charges for all gas, oil, telephone and electric light and power used on the Leased Land;

Construction

- (d) that it will not construct any new buildings or structures on the Leased Land unless, prior to any construction, having obtained written consent of the Board;

Building Renovations

- (e) that it will make improvements to the Building, where necessary, to allow for its use as a community activity centre, such as replacing or repairing the roof, the plumbing and electrical systems in the Building and painting the Building and will commence the work prior to September, 2000 and complete it on or before November 1, 2000, and all work shall be carried out at the cost of the Regional District;

Assign or Sublet

- (f) that it will not assign nor sublet without leave of the Board, and the Board hereby consents to the Regional District granting a licence of the Land to the Cedar School and Community Enhancement Society (Inc. #S37396), in the form substantially as in the attached Schedule "A";
- (g) that the Board's consent to assignment or subletting shall not release or relieve the Regional District from its obligations to perform all the terms,

covenants and conditions that this Lease requires the Regional District to perform, and the Regional District shall pay the Board's reasonable costs incurred in connection with the Regional District's request for consent;

Nuisance

- (h) that it will not carry on or do or allow to be carried on or done on the Leased Land anything that
 - (i) may be or become a nuisance to the Board or the public,
 - (ii) increases the hazard of fire or liability of any kind,
 - (iii) directly or indirectly causes damage to the Leased Land;

Regulations and Indemnity

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

Insurance

- (j) that it will take out and maintain during the Term, through the Municipal Insurance Association of British Columbia, general public liability insurance against claims for bodily injury, death or property damage arising out of the use and occupancy of the Leased Land by the Regional District in the amount of not less than Two Million (\$2,000,000.00) Dollars per single occurrence or such greater amount as the Regional District thinks necessary from time to time, naming the Board as an insured party thereto and shall provide the Board with proof of such insurance;

- (k) that if both the Board and the Regional District have claims to be indemnified under any insurance required by this Lease, the indemnity shall be applied first to the settlement of the claim of the Board and the balance, if any, to the settlement of the claim of the Regional District;

Indemnification

- (l) that it will indemnify the Board from and against all lawsuits, damages, losses, costs or expenses which the Board may incur by reason of the use of the Leased Land by the Regional District or the carrying on upon the Leased Land of any activity in relation to the Regional District's use of the Leased Land and in respect of any loss, damage or injury sustained by the Regional District, or by any person while on the Leased Land for the purpose of doing business with the Regional District or otherwise dealing with the Regional District, and this indemnity shall survive the expiry or sooner determination of this Lease;

Builders' Liens

- (m) that it will indemnify the Board from and against all claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Regional District may make or cause to be made on, in or to the Building or Leased Land; whether or not the Board files a notice of interest in the Land Title Office under the provisions of the Builders' Lien Act;

Possession

- (n) that it will at the expiration or sooner determination of this Lease peaceably surrender and give up possession of the Leased Land without notice from the Board, any right to notice to quit or vacate being hereby expressly waived by the Regional District, despite any law or custom to the contrary;
- (o) that it will within 60 days of the expiration or sooner determination of this Lease must completely demolish or remove intact all of the Building at the Regional District's expense, and restore the Leased Lands to a standard comparable to the grounds around the new secondary school on the adjacent land, also at the expense of the Regional District;

Maintenance

- (p) to maintain the Leased Land, at all times to same standard of maintenance that apply to the maintenance of the School Site;

6. BOARD'S COVENANTS

The Board covenants with the Regional District:

- (a) for quiet enjoyment;
- (b) to permit the sanitary sewer connection from the Building to connect through to the new secondary school on the adjacent land and from their to connect to the main sanitary sewer trunk line through the connection from the new secondary school to that trunk line at the expense of the Regional District for the initial connection, future maintenance or future upgrades;
- (c) to integrate the storm drainage from the Building into the overall layout of the adjoining land where the new secondary school is being constructed by the Board at the expense of the Regional District for the initial connection, future maintenance or future upgrades;
- (d) concurrently with the execution of this Lease, to grant the Regional District a Licence to Occupy Land for the purpose of vehicular access over the School Site to the Leased Lands, in a form substantially as set out in Schedule "B" to this Lease; and
- (e) concurrently with the execution of this Lease, to transfer title to the Building to the Regional District free and clear of encumbrances.

7. MISCELLANEOUS COVENANTS

And it is hereby mutually agreed:

Re-entry

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

Forfeiture

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

Distress

- (c) that if the Board is entitled to levy distress against the goods and chattels of the Regional District, the Board may use enough force necessary for that purpose and for gaining admittance to the Leased Land and the Regional District releases the Board from liability for any loss or damage sustained by the Regional District as a result;

Destruction

- (d) that if the Building or any part of the Building is at any time during the Term burned down or damaged by fire, lightning, explosion, tempest, or earthquake, so as to render the Building unfit for the purpose of the Regional District, and if the Regional District elects not to undertake restoration, repair or replacement this Lease shall terminate and if the Regional District does not advise the Board concerning the Regional District's intention within the ninety (90) days, the Regional District shall be deemed to have elected not to undertake restoration, repair and replacement;
- (e) (i) that if the Building is damaged by fire, flood or other casualty the Regional District shall, within ninety (90) days after the fire, flood or other casualty advise the Board in writing whether the Regional District intends to restore, repair or replace the Building or the portion damaged. If the Regional District intends to undertake and complete restoration, repair or replacement the Regional District shall do so within twelve (12) months after the damage has occurred;
- (ii) if the Regional District elects not to undertake restoration, repair or replacement this Lease shall terminate and, for the purpose of this subsection (e), if the Regional District does not advise the Board concerning the Regional District's intention within the ninety (90) days, the Regional District shall be deemed to have elected not to undertake restoration, repair and replacement;

Holding Over

- (f) that if the Regional District holds over following the Term and the Board accepts rent, this Lease becomes a tenancy from month to month subject to those conditions in this Lease applicable to a tenancy from month to month;

Board's Payments

- (g) that if the Board incurs any damage, loss or expense or makes any payment for which the Regional District is liable under this Lease, then the Board may add the cost or amount of the damage, loss, expense or payment to the rent and may recover it as if it were rent in arrears;

Building Ownership

- (h) that the Regional District shall be the sole owner of the Building during and after the Term and shall not require the consent of the Board to make improvements to the Building;

Renewal

- (i) that upon the expiration of the Term the parties may mutually agree to enter into a new lease of the Leased Land containing agreed terms and conditions.

Time

- (j) that time shall be of the essence of this Lease;
- (k) that either party may terminate this Lease by giving ninety (90) days written notice of termination and the termination shall be effective at the expiration of the ninety (90) day period;

Notices

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

If to the Board:

395 Wakeslah Avenue
Nanaimo, B.C.
V9R 3K6

Attention:

If to the Regional District:

P.O. Box 40
6300 Hammond Bay Road
Lantzville, B.C.
V0R 2H0

Attention:

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of the mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute then the notice may only be given by actual delivery of it;

Fitness of Leased Land

- (m) that the Board has made no representation or warranties as to the condition, fitness or nature of the Leased Land and by executing this Lease, the Regional District releases the Board from any and all claims which the Regional District now has or may in future have in that respect;
- (n) that the Regional District admits that it has inspected the Leased Land in their present state and that they are suitable for the Regional District's purposes;

Binding Effect

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

Amendment

- (p) that the parties hereto may by agreement amend the terms of this

Lease, such amendment to be evidenced in writing and executed by both parties;

Law Applicable

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

Interpretation

- (r) that when the singular or neuter are used in this Lease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;
- (s) all provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;
- (t) that the headings to the clauses in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or provision of it.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (pages 1 and 2) attached hereto.

SCHEDULE "A"**LEASE AND SITE LICENCE**

THIS AGREEMENT DATED FOR REFERENCE THE 3RD DAY OF October, 2000.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

P.O. Box 40
6300 Hammond Bay Road
Lantzville, B.C.
V0R 2H0

(the "Regional District")

OF THE FIRST PART

AND:

CEDAR SCHOOL AND COMMUNITY ENHANCEMENT SOCIETY

(Inc. No. S-37396)
Box 3, 1824 Cedar Road
Nanaimo, B.C.
V9X 1H9

(the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. By Agreement dated the 3RD day of October, 2000, made between The Board of School Trustees of School District 68 (Nanaimo-Ladysmith), referred to as the Board and the Regional District of Nanaimo referred to as the Regional District, attached as Schedule "A", the Board owns the Lands and Premises described as that part of Lot A, Section 16, Range 8, Cranberry District and of Section 1, Cedar District, Plan 48768, shown as "Lease Area" on Plan VIP _____ (the "Land"), and the Regional District owns the Building and Improvements on the Land, formerly known as the North Cedar Elementary School (the "Building"), the Land and the Building both being situated at 1640 MacMillan Road, Nanaimo, British Columbia;

- 2 -

- B. The Tenant has requested and the Regional District has agreed to grant a Lease of the Building and a Licence to Occupy the Land, including the parking spaces on the Land, all collectively referred to as the "Premises";
- C. The Board has consented in writing to the grant of the Licence to Occupy the Land;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the rents and agreements to be paid and performed by the Tenant, the parties hereto covenant and agree with each other as follows:

1. **Premises**

- (a) The Regional District leases to the Tenant the Building on the terms and conditions as set out in this Lease; and
- (b) The Regional District grants to the Tenant the exclusive right and Licence to Occupy the Land, including the parking spaces on the Land during the term of this Lease;

2. **Term**

The Term of this Lease and the Term of the Licence to Occupy granted under section 1 shall be for 5 years commencing on the 3RD day of October, 2000 and ending on the 3RD day of October, 2005, renewable for a further term of 5 years on the same terms and conditions or such other terms and conditions agreed upon by the Regional District and the Tenant.

3. **Use**

The Tenant shall use the Premises solely for a community centre, which for the purposes of the Lease and Licence includes community uses such as but not limited to, special events, youth/seniors' activities, community internet and preschool/daycare uses.

4. **Rent**

The Tenant shall pay to the Regional District an annual rental of Ten (\$10.00) Dollars due and payable in advance at the commencement of the Term for the Lease and Licence to Occupy granted under this Agreement.

5. **Covenants of the Tenant**

The Tenant covenants with the Regional District:

Rent

- (a) to pay rent;

Rates and Utilities

- (b) to pay as they become due all water, sewer, garbage and other rates in respect of the Premises and charges for all gas, oil, telephone and electric power used on the Premises;

Construction

- (c) that it will not construct nor alter any buildings or structures on the Premises unless, prior to any construction, it has obtained:
- (i) the Regional District's approval in writing to the site plan, working drawings, plans, specifications, and elevations, and
 - (ii) a building permit from the Regional District authorizing the constructions of the buildings and structures set out in the permit and the plans and specifications attached to it, and
 - (iii) all required inspections,
- and all work shall be carried out at the cost of the Tenant;
- (d) that it will not make any alterations in the structure, plan or partitioning of the Premises nor install any plumbing, piping, wiring or heating apparatus without the prior written consent of the Regional District;

Repair

- (e) that it will repair, reasonable wear and tear excepted, at the cost and expense of the Tenant, all portions of the Premises which may at any time be damaged by the Tenant;
- (f) that it will keep and leave whole and in good repair all water, gas, and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus, in, on, or attached to the Premises;
- (g) that the Tenant shall leave the Premises in good repair, reasonable wear and tear excepted;
- (h) that the Regional District may enter and view the state of repair and the Tenant shall repair according to any notice given by the Regional District and if the Tenant fails to so repair, the Regional District may, at its option,

- 4 -

repair such damage or injury in which case the Tenant shall reimburse the Regional District for all costs and expenses of repair and an additional amount for administration and overhead forthwith upon receipt by the Tenant of invoices therefor;

Regional District's Right of Entry

- (i) that the Regional District, its employees, servants, or agents shall at all times and for all purposes have full and free access to any and every part of the Premises and of any building erected thereon in the presence of the Tenant;

Assign or Sublet

- (j) that it will not assign nor sublet without leave of the Regional District and School Board;
- (k) that the Regional District's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Agreement requires the Tenant to perform, and the Tenant shall pay the Regional District's reasonable costs incurred in connection with the Tenant's request for consent;

Regulations

- (l) that it will
 - (i) comply promptly at its own expense with the legal requirements of all authorities and all notices issued under them that are served upon the Regional District or the Tenant, and
 - (ii) indemnify the Regional District from all lawsuits, damages, losses, costs or expenses that the Regional District may incur by reason of noncompliance by the Tenant with legal requirements or by reason of any defect in the Premises or any injury to any person or to any personal property contained on the Premises unless the Regional District is responsible in law for the damages, losses, costs, or injuries;

Insurance

- (m) that
 - (i) the Tenant will take out and maintain during the term of policy of general liability insurance in the amount of \$2,000 per occurrence covering the Tenant's indemnity

- 5 -

in clause (p) and naming the Regional District as an insured party to it and in a form satisfactory to the Regional District, and

- (ii) the Tenant shall provide the Regional District with a certified copy of the policy;
- (n) that all policies of insurance taken out by the Tenant shall contain a waiver of subrogation clause in favour of the Regional District and shall also contain a clause requiring the insurer not to cancel or change the insurance without giving the Regional District thirty (30) days prior written notice;
- (o) that if the Tenant does not provide, maintain or enforce the insurance required by this Agreement, the Regional District may take out the necessary insurance and pay the premium for periods of one year at a time and the Tenant shall pay to the Regional District as additional rent, the amount of the premium immediately on demand;

Indemnification

- (p) that it will indemnify the Regional District from and against all law suits, damages, losses, costs or expenses which the Regional District may incur by reason of the use of the Premises by the Tenant or the carrying on upon the Premises of any activity in relation to the Tenant's use of the Premises and in respect of any loss, damage or injury sustained by any person while on the Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant; and

Possession

- (q) that at the expiration or sooner determination of this Lease peaceably surrender and give up possession of the Premises without notice from the Regional District, any right to notice to quit or vacate being hereby expressly waived by the Tenant despite any law or custom to the contrary;

6. REGIONAL DISTRICT'S COVENANTS

- (a) The Regional District covenants with the Tenant for quiet enjoyment;
- (b) The Regional District will take out and maintain during the term of this Lease and Licence to Occupy a policy of insurance insuring the Building against the risk of loss or damage caused by or resulting from fire or any additional peril against which the Regional District normally insures regional property;
- (c) If the Building is destroyed by fire or any other means, the Regional District has the sole discretion to decide whether to rebuild it, and before

- 6 -

making that decision, will consult with the Tenant, and will take into consideration whether

- (i) the Board, as owner of the Land and the Regional District's Landlord under the Agreement referred to in recital A of this Lease and Site Licence, will permit the Building to be rebuilt of the Lands;
- (ii) there are sufficient proceeds from the insurance policy referred to in paragraph (b) of this section 6, together with any funds held or raised by the Tenant, to pay all costs of rebuilding;
- (iii) there is sufficient time remaining in the Terms of both the Agreement referred to in clause (i) and this Lease and Site Licence to justify rebuilding on the Lands; and
- (iv) there is another site available to the Regional District of the Tenant where a replacement for the Building may be constructed;

and

- (d) if the considerations in (c)(i) or (iv) and (iii) are not favourable or if they are favourable but there are insufficient funds acquired or raised under (c)(ii) within 180 days of the destruction of the Building, then the Regional District may elect not to rebuild and in that case, this Lease and Site Licence will terminate.

7. MANAGEMENT COVENANTS

The Tenant covenants and agrees with the Regional District

- (a) to spend grant money received from the Regional District on the Building and Land only and not on other Tenant's projects or purposes;
- (b) to use revenue from the Tenant's rental of all or part of the Building to pay for the maintenance and operation of the Building;
- (c) to submit quarterly statements of proposed expenditures from the grant money referred to in clause (a) to the Regional District for review and approval before the expenditures are made; and
- (d) to provide an annual report to the Regional District of the Tenant's fund raising activities for the building and the operation by the Tenant of the Premises;

- 7 -

8. MISCELLANEOUS COVENANTS

It is hereby mutually agreed:

Re-entry

- (a) that the Regional District may reenter the Premises on nonpayment of rent or additional rent, or nonperformance of covenants;

Effect of Waiver

- (b) that the Regional District by waiving or neglecting to enforce the right to forfeiture of this Lease or the right of reentry upon breach of any covenants, condition or agreement in it does not waive its rights upon any subsequent breach of same or any other covenant or condition of this Agreement;

Distress

- (c) that if the Regional District is entitled to levy distress against the goods and chattels of the Tenant, the Regional District may use enough force necessary for the purpose and for gaining admittance to the Premises and the Tenant releases the Regional District from liability for any loss or damage sustained by the Tenant as a result;

Termination

- (d) (i) the Regional District may at any time terminate this Lease by giving to the Tenant ninety (90) days notice in writing and the Tenant thereupon and also in the event of the termination of the Lease in any other manner if required by the Regional District shall forthwith remove from the Premises all structures, machinery, supplies, articles, materials, effects and things at any time brought or placed thereon or therein by the Tenant and shall also, to the satisfaction of the Regional District, repair any damage and injury occasioned to the Land and the Premises by reason of such removal and the Tenant shall not be entitled for any compensation for such removal. It is further agreed that unless required by the Regional District, the Tenant shall not remove any goods, chattels, materials, effects or things from the Premise until all rent or additional rent due or to become due under the Lease is fully paid; and
- (ii) the Tenant may at any time terminate this Lease by giving to the Regional District ninety (90) days notice in writing to the Regional District;

Removal of Goods

- (e) if the Tenant removes its goods and chattels from the Premises, the Regional District may follow them for thirty (30) days;

Notices

- (f) that any notice required to be given under this Lease shall be deemed to be sufficiently given:

- (v) if delivered, at the time of delivery, and

- (vi) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail and addressed as follows:

- if to the Regional District:

- P.O. Box 40
 - Lantzville, B.C.
 - V0R 2H0

- if to the Tenant:

- Box 3, 1824 Cedar Road
 - Nanaimo, B.C.
 - V9X 1H9

- or at the address a party may from time to time designate, then the notice shall be deemed to have been received 48 hours after the time and date of mailing. If, at the time of mailing of the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it;

Fitness of Premises

- (g) that the Regional District has made no representations or warranties as to the condition, fitness or nature of the Premises and by executing this Agreement, the Tenant releases the Regional District from any and all claims which the Tenant now has or may in future have in that respect;
- (h) that the Tenant admits that it has inspected the Premises in their present state and that they are suitable for the Tenant's purposes;

Payments by the Regional District

- (i) that if the Regional District incurs any damage, loss or expense or makes any payment for which the Tenant is liable under this Agreement, then the Regional District may add the cost or amount of the damage, loss, expense or payment to the rent and may recover it as if it were rent or additional rent in arrears;

Holding Over

- (j) that if the Tenant holds over following the term and the Regional District accepts rent, this Agreement becomes a tenancy-at-will subject to those conditions in this Agreement applicable to a tenancy-at-will, and in the event the termination of the tenancy-at-will, any rent prepaid shall be adjusted for the period of actual occupation, it being expressly agreed that the acceptance of rent, or any implied condition or any implication of law shall in no way renew this lease or create any tenancy other than a tenancy-at-will;

Lease

- (k) the parties herelo acknowledge that the Licence to Occupy granted by this Agreement requires, as a condition precedent, that the consent of the head Landlord under the Regional District's lease of the Land, must be obtained and upon such consent the Tenant covenants and agrees with the Regional District to perform all covenants, conditions and provisos to be performed by the Regional District under the lease between the Regional District and its Landlord as amended to the intent and for the purpose that no default shall arise from the tenancy created by this Agreement.

Annual Meeting

- (l) that either the Regional District or the Tenant may request a meeting, once each year of the Term of the Agreement, to be attended by the General Manager, Community Services of the Regional District and the Tenant's Chairperson for the purpose of discussing any matter or issues relating to the Buildings or Land;

Interpretation

- (m) that when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;

21

- (n) that the headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it;

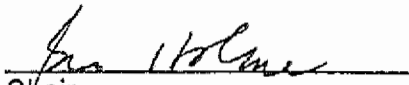
Binding Effect

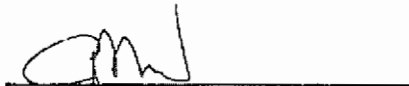
- (o) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, administrators and permitted assignees;

Law Applicable

- (p) that this Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

The Corporate Seal of the Regional)
 District of Nanaimo was hereto affixed)
 This 3 day of October, 2000,)
 In the presence of its authorized)
 signatories:)


 _____)
 Chair)


 _____)
 Secretary)

The Corporate Seal of the Cedar)
 SCHOOL AND COMMUNITY)
 ENHANCEMENT SOCIETY was hereto)
 affixed this 2 day of Oct, 2000)
 signatories:)

Shelagh W. Gourlay)
 Name:)

_____))
 Name:)



Today's Learner -
Tomorrow's Future

395 Wakosiah Ave.
Nanaimo, B.C. V0R 3K6
Telephone: (250) 754 5521
Fax: (250) 754 6511

August 3, 2000

Regional District of Nanaimo
6300 Hammond Bay Road
PO Box 40
Lantzville, BC
V0R 2H0

Schedule "B"

Dear Sirs :

Re: Licence for Vehicular Access (North Cedar Elementary School)

The Board of School Trustees of School District 68 (Nanaimo-Ladysmith) grants the Regional District of Nanaimo a licence to occupy land for the purpose of vehicular access over the Cedar Community Secondary School site, legally described as:

Parcel Identifier: 014-379-716
Lot A, Section 16, Range 8, Cranberry District and of Section 16
Range 1, Cedar District, Plan 48768

as conveniently necessary for the purpose of providing the Regional District of Nanaimo and its lessees, licencees and occupiers with vehicular access to the former North Cedar Elementary School, legally described as:

same as above

for a term of twenty (20) years, to run concurrently with the lease granted by the Board to the Regional District of the land comprising the former North Cedar Elementary School, at an annual licence fee of one dollar (\$1.00).

Yours truly,

E.C. Inglehart
Director of Facilities
Acting Secretary-Treasurer

BND OF DOCUMENT

SCHOOL DISTRICT 68 (NANAIMO-LADYSMITH)

20 DEC 00 09 49

EP107413

LAND TITLE OFFICE

VICTORIA

DO NOT WRITE ABOVE THIS LINE, FOR LAND TITLE USE ONLY.

APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY PLAN (CHARGE) LAND TITLE ACT FORM 11(a) [Section 99(1)(e), (j) and (k)]

12

I, Lorena Staples, Barrister & Solicitor Staples McDannold Stewart 2nd Floor, 837 Burdett Avenue, Victoria, B.C. V8W 1B9

VIP71705

agent of Regional District of Nanaimo, the owner of a registered charge apply to deposit reference/explanatory plan of:

PID: 014-379-716

That part of Lot A, Section 16, Range B, Cranberry District and of Section 16, Range 1, Cedar District, Plan 487668

I enclose:

- 1. The reference plan.
2. The reproductions of the plan required by Section 67(u).
3. Fees of \$

01 00/12/20 09:48:42 01 V1 280183 PLANS 450.00

Dated the 18th day of December, 2000.

Signature of Lorena Staples & Burns Services

NOTE:

- (i) The following reproductions of the plan must accompany this application: (a) one blue linen original... (b) one duplicate transparency... (c) one whiteprint is required... (ii) The following further requirements may be necessary: (a) If the parent property is in an Agricultural Land Reserve... (b) Where a notice respecting a grant under the Home Purchase Assistance Act is endorsed on title...

B.C.L.S. or solicitor for the owners

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway. (d) Where the plan refers to a covenant to be made under Section 215, the instrument containing the covenant must be tendered with the plan.

VIP71705

EXAMINATION OF EASE. COV. SRW...VIP 7705 D.D. 10 7413
 EXAMINER WPA DATE 2.1

DRAFTING:

- 1/. Traverse and offsets to PNB and OHW mark.....
- 2/. Show watercourse as required.....
- 3/. ~~Headings and Dimensions.....~~
- 4/. ~~Form 9 or certified correct statement.....~~
- 5/. ~~1 to 1.5 mm black line.....~~
- 6/. ~~Old legal shown on plan.....~~
- 7/. ~~Any isolated lot over 4 ha.--bearings tree for ref..~~
- 8/. ~~Area shown as required by S.G. Regs.....~~
- 9/. ~~Correct heading.....~~
- 10/. ~~Legend.....~~
- 11/. ~~Common bearing or tie to ISZ.....~~
- 12/. ~~Metric Statement.....~~
- 13/. ~~Astronomic derivation statement.....~~
- 14/. ~~Regional District Statement.....~~
- 15/. ~~Ratio and Bar scale.....~~
- 16/. ~~North Arrow.....~~
- 17/. ~~BCGS number.....~~
- 18/. ~~Check crown grant as necessary.....~~
- 19/. ~~Sheet size.....~~
- 20/. ~~Check company status.....~~
- 21/. ~~Signatures on plan as required.....~~

MONUMENTATION:

- 1/. ~~Monuments indicated.....~~
- 2/. ~~Old type 6 posts replaced by Superior posts.....~~
- 3/. ~~DL corner replaced by type 1 to 4 post.....~~
- 4/. ~~DL corner in road referenced by type 1 to 4 post....~~
- 5/. ~~ISZ monuments distance and headings.....~~
- 6/. ~~ISZ density check (2 ties to ISZ).....~~
- 7/. ~~ISZ monuments destroyed statement if applicable.....~~
- 8/. ~~UTM combined factors statement.....~~

FINALIZATION:

- 1/. Add plan # to miscellaneous notes.....
- 2/. Update short legal (*).....
- 3/. Endorse titles as required.....
- 4/. Endorse plan intake book and defects book.....
- 5/. Delete pending numbers.....

A REVIEW OF QUESTIONS a-1

- a) One F.O.I. working group member located in Victoria Land Title Office, (M. Frantzen) .
 Other L.T.O.'s located at Prince Rupert, Prince George, Kamloops, Nelson and New Westminster.



BRITISH COLUMBIA

Ministry of Education
Capital Planning Branch

Location:
3rd Floor, 620 Superior St

Postal Address:
Box #9149 Sin Prov Govt
Victoria BC V8W 9H1

Tel. (250) 356-2362
Fax. (250) 953-4985

LEASE APPROVAL FORM

- 1. Applicable Statutory Provisions Section 96 (3)

 - 2. School District: 68 (Nanaimo-Ladysmith)

 - 3. Project Description: Former North Cedar Elementary School (Facility # 068056)

 - 4. Legal Description: PID 014-379-716
 Lot A, Section 16, Range 8
 Cranberry District
 Section 16, Range 1, Cedar District, Plan 48768
- Lessor: Regional District of Nanaimo
- Term: Twenty (20) Years
- Cost: Ten Dollars (\$10.00) Per Year
- Conditions: As per Memo dated September 15, 2000 to Ministry of Education.

Planning Officer, Capital Planning

02 Nov 00

Date

Director, Capital Planning

Nov 3 2000

Date

Minister of Education

NOV 22 2000

Date

JAN-02-2001 TUE 03:52 PM BURNS REGISTRY SERVICES FAX NO. 2503864380

P. 01

NOTICE DECLINING TO REGISTER
SECTION 308 (FORMERLY SECTION 288) - LAND TITLE ACT

FAX RECEPTION REPORT
HAS BEEN PREPARED
#195326

VICTORIA LAND TITLE OFFICE
850 BURDETT AVE
VICTORIA BC V8W 1B4

Date of Issue: 02-JAN-01

STAPLES MCDANNOLD
BURNS

In the matter of the following application(s):

Doc.: EP107413	LEASE	Defected
Doc.: VIP71705	SURVEY PLAN	

Related to the following parcels:

014-379-716

TAKE NOTICE that I am unable to proceed with registration of the noted application(s). My reasons for refusing to proceed and my requirements are as follows:

DISPOSAL OF LAND CERTIFICATE IS REQUIRED FROM MINISTER OF EDUCATION.

If these requirements are not met within 31 days from the date of this notice, the application(s) will become cancelled and void.

Fee for this notice: \$30.00

Please pay the defect fee when re-submitting the application(s).

A cancellation fee will apply if the application(s) is cancelled

01/01/17 10:08:34 01 VI 283854
DEFECT / WITHDR \$30.00

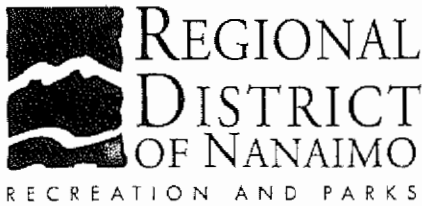
WYNNE ARDEN
Title Examiner
Telephone No.: 356-7175

K. D. JACQUES
Registrar of Titles

If you wish to review the contents of this notice with the Land Title Office, please contact the title examiner.

TO: WENDY G.

FILE: 195326



KUM BE'SUNE CAC APPROVAL		ON
EAP		
COW		
SEP 18 2009		
RHD		
BOARD		
Area 'A' Comm. - Sept 23 '09		

MEMORANDUM

TO: Tom Osborne
General Manager of Recreation and Parks

DATE: September 17, 2009

FROM: Dean Banman
Manager of Recreation Services

FILE:

SUBJECT: Cedar Skateboard Park Funding and Development Options

PURPOSE

To review funding and development options for the proposed Cedar Skateboard Park in Electoral Area 'A'.

BACKGROUND

Since the year 2000 residents of Cedar have been working towards the building of a skateboard park in their community. In 2004 the Cedar Skateboard Association (CSA) was formed to provide a more focused and formal effort. In the same year the association approached the Regional District to help advance the development of the park.

In June of 2005 School District 68 approved in principle the Associations' request for use of a section of the Cedar Secondary Community School property. Salient points of the approval stipulate that the land be leased to the Regional District, the Lease Agreement will not be executed until all project funding is in place, and the proposed parcel of land to be leased is to be the school lands adjacent to Walsh Road and the York Creek riparian zone.

In February 2009 a consultation team specializing in the design and construction of skateparks was retained by the Regional District to develop concept designs and to determine the project's costs. From February 2009 to April of the same year the New Line Skateparks Inc. and RDN Parks staff held various meetings with the community, reviewed the School District property and created conceptual designs of the park.

At the April 15, 2009 Area 'A' Parks, Recreation and Culture Commission meeting, the proposed plan for a 930 square metre park was presented by the consultation team (*Appendix I*) with a cost estimate of \$477, 177 (*Appendix II*) which was later revised to \$417,000 after staff reviewed in further detail.

With commitment in principle from School District #68 for the use of lands at the Cedar Secondary Community School, a concept design and cost estimate in place, securing funding for the project now becomes priority.

ALTERNATIVES

1. That the Regional District provide up to \$100,000 toward the Cedar Skateboard Park project and the remaining project funds be raised by the Cedar Skateboard Park Association through fundraising and applicable government and community grants.
2. That up to 1/3 of the Cedar Skateboard Park project costs be funded by the Regional District and the remaining project funds be raised by the Cedar Skateboard Park Association through fundraising and applicable government and community grants.
3. That the Cedar Skateboard Park project be fully funded by the Cedar Skateboard Park Association through fundraising and applicable government and community grants.

FINANCIAL IMPLICATIONS

As the land use agreement will be between the Regional District and School District 68, all three options below will require RDN Parks planning staff resources to finalize the design, develop tender documents in concert with in-kind contributions, and oversee construction of the Skateboard Park in cooperation with the Association. Once the facility is constructed, annual operational cost such as maintenance of the structure, garbage pick-up and landscape maintenance would be funded under the Area 'A' Community Parks Function.

1. The Electoral Area 'A' Community Parks Function currently has \$288,000 in an operational reserve account that could be used to fund the project in the amount of \$100,000. This would then leave \$188,000 for other future capital park projects. The Community Park Function also has Land Acquisition Fund funded by cash in lieu of land during the subdivision process in the amount of \$306,000 that can only be used toward park land acquisition, in which the construction of a skateboard park would not be applicable.
2. This option would provide the Regional District committing up to \$139,000 or 1/3 of \$417,000 project costs leaving \$149,000 for future capital projects. The remaining 2/3 funding would be raised through the Association and grants.
3. The final option would see all the funds raised through the Association and possibly community and government grants, though the latter being less likely as recent criteria for applicable grants require some form of local government funding commitment, typically 1/3 of the project cost, in order for the project to be eligible.

SUSTAINABILITY IMPLICATIONS

The Recreation and Culture Services Master for Electoral Area 'A' identified as a recommendation the need to work with RDN Parks staff and the community towards the construction of a skateboard park for the rural area.

Once the structure is completed, area youth will have access to a local skateboard park in their community without the need to drive a longer distance to existing skateboard parks in the City of Nanaimo or the Town of Ladysmith.

CONCLUSION

Since the year 2000 the community of Cedar has made efforts in the development of a skateboard park. In 2004 residents created the Cedar Skatepark Association (CSA) to provide more focused efforts on its development and requested help from the Regional District. After a review of possible RDN owned property for skatepark development failed to identify any potential areas, in 2005 School District 68 was approached about the possible lease of a section of their Cedar Secondary Community School parcel.

The School District approved this request in principle with the proviso that the lease be with the Regional District of Nanaimo, it is subject to funds for construction of the park be in place, and the Lease would be for a parcel of land at the Cedar Secondary Community School adjacent to Walsh Road.

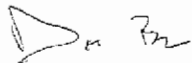
In 2009 a consulting team from New Line Skateparks Inc. was retained by the Regional District to work with RDN Parks staff, the Association, and community in the design and costing of a suitable park. The final report for a 930 square metre park from this team was presented to the Area 'A' Parks, Recreation and Culture Commission in April 2009 (*Appendix I*) with a cost estimate of \$477, 177 (*Appendix II*) in which was later revised to \$417,000 after staff reviewed in further detail.

The Association is about to commence the major fundraising drive for the project and it now necessary to review the financial level of support that can be provided to the park by the Regional District.

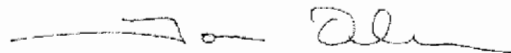
Currently \$288,000 is available in the Electoral Area 'A' Community Parks operational reserve fund. To date the majority of grants being issued have required up to 1/3 funding from local government in order to be eligible for project funding. Staff are recommending that the Regional District fund up to 1/3 of the project's \$417,000 project costs and the remaining funds be raised by the Association through donations, in-kind contributions, and applicable government or community grants.

RECOMMENDATION

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 & community grants.



Report Writer

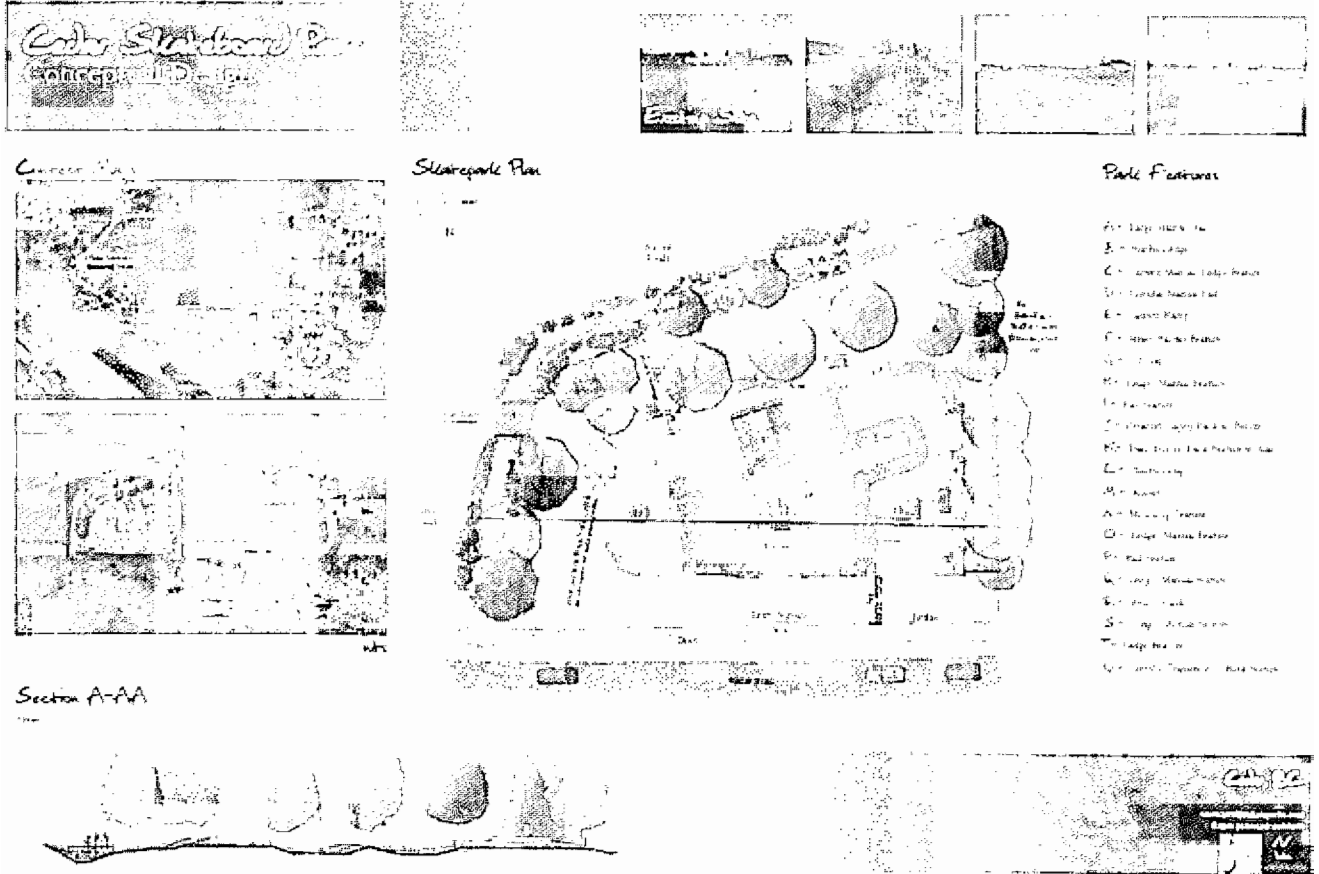


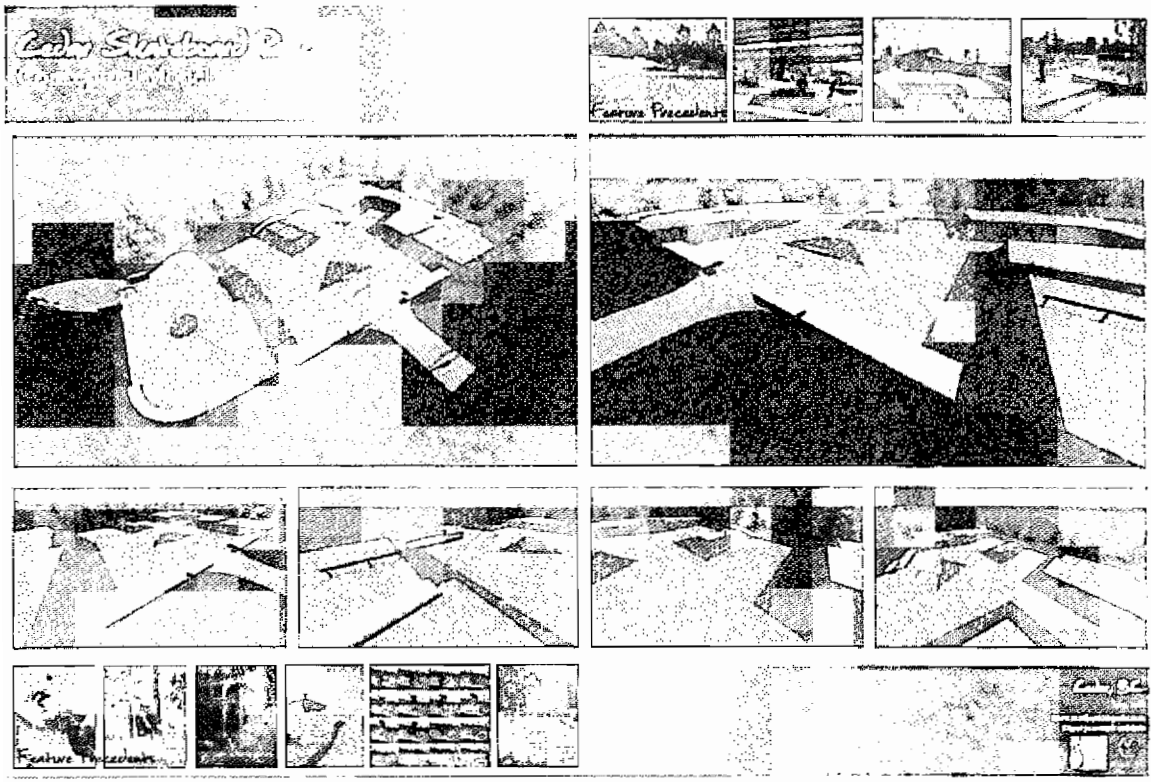
General Manager Concurrence

Original signed by C. Mason

CAO Concurrence

Appendix I – Cedar Skatepark Design





Appendix II – Cedar Skatepark Costing / New Line Skateparks Inc.

Project:		Cedar Skatepark		
Description:		Construction of Hybrid Concrete Skatepark		
Size:		930 square meters		
Concept estimate				
Item	Description	Quantities	Cost	Total
Skatepark Installation				
Earthwork Elements				
Rough Earthwork	Cut/Fill, rough grading and compaction	1,209 M ³	\$ 15,000.00	
Structural Import	Granular import, placement and compaction of built-up zones	600 M ³	\$ 40,000.00	
Fine Shaping	Fine-tune shaping to underside of concrete	150 M ³	\$ 20,000.00	
				\$ 75,000.00
Forming Elements				
Forming materials	Materials supply		LS \$ 15,000.00	
Forming installation	All construction costs related to Forming		LS \$ 76,000.00	
				\$ 91,000.00
Concrete Elements				
Concrete materials	Materials supply	180 M ³	\$ 35,000.00	
Concrete placement	All construction costs related to Concrete		LS \$ 80,400.00	
				\$ 115,400.00
Steel and Prefabricated Elements				
Steel materials	Materials supply		LS \$ 15,000.00	
Steel installation	Installation of steel elements		LS \$ 7,500.00	
Prefabrication	Off-Site pre-built items		LS \$ 5,000.00	
				\$ 27,500.00
				\$ 308,900.00
Project management				
Insurance	Contractor Insurance	\$ 308,900	1.6%	\$ 4,942.40
Bonding	Contractor bonding	\$ 308,900	1%	\$ 3,089.00
Site Management	General site logistics	\$ 308,900	5%	\$ 18,534.60
				\$ 26,565.40
				\$ 26,565.40
Project Preparation				
Design	Concept refinement, design, and working drawings	\$ 308,900	8%	\$ 24,712.00
Overburden removal	On-site displacement of 30cm of surficial topsoil materials	350 M ³		\$ 7,500.00
Culvert installation	Culvert bridge preparations and installation		LS	\$ 9,500.00
Site build-up	60cm of site build-up as per geotechnical recommendation	600 M ³		\$ 40,000.00
				\$ 81,712.00
Extras				
Landscaping			LS	\$ 20,000.00
Specialty Detailing			LS	\$ 10,000.00
Lighting	Conduit with 4 light bases/standards		LS	\$ 30,000.00
				\$ 60,000.00
Summary				
Estimated Project Costs				\$ 477,177.40
5% GST				\$ 23,858.87
CONSTRUCTION TOTAL				\$ 501,036.27

Note – Construction Total was later revised to \$417,000 after RDN Park staff review

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE MEETING OF THE GRANTS-IN-AID ADVISORY COMMITTEE
HELD ON MONDAY, OCTOBER 5, 2009 AT 1:00 PM
IN THE REGIONAL DISTRICT OFFICES

Present:

M. Young	Chairperson
T. Westbrook	Director, District 69
F. Van Eynde	Citizen Advisory Group
B. Erickson	Citizen Advisory Group
N. Randall	Citizen Advisory Group
L. Burgoyne	Administrative Assistant

DISTRICT 68

Funds available: \$ 2,520.00

MOVED F. Van Eynde, SECONDED T. Westbrook, that the following grants be awarded:

Name of Organization	Amount Requested	Amount Recommended
Jonanco Hobby Workshop Association	\$ 725	\$ 500
Nanaimo Parent Participation Preschool	3,000	1,000
Silva Bay Shipyard School	10,000	540
Vancouver Island Dyslexia Association	480	<u>480</u>
		<u>\$2,520</u>

CARRIED

The Committee agreed that the following comments be conveyed to the applicants:

Jonanco Hobby Workshop Association – grant to be used to purchase a laser photocopier for the organization.

Nanaimo Parent Participation Preschool – grant funds to be used towards the purchase of supplies and field trips.

Silva Bay Shipyard School – grant to be used towards the costs associated with the Children’s boat building event during the Wooden Boat Launch Festival.

Vancouver Island Dyslexia Association – grant funds to be used to purchase signs for the association’s public awareness activities.

DISTRICT 69

Funds available: \$7,200.00

MOVED T. Westbrook, SECONDED F. Van Eynde, that the following grants be awarded:

Name of Organization	Amount Requested	Amount Recommended
BCSPCA	\$ 2,000	\$ 1,505
Dolittle Square Committee	965	965
Oceanside Community Arts Council	1,801	1,801
Nanoose Bay Catspan	5,613	<u>2,929</u>
		<u>\$ 7,200</u>

CARRIED

The Committee agreed that the following comments be conveyed to:

BCSPCA – grant funds to be used to purchase a commercial size washer and dryer to clean bedding for animals.

Dolittle Square Committee – grant to be used to purchase portable games and activities for the organization’s children and youth programs.

Oceanside Community Arts Council – grant funds approved to purchase hanging rails for the gallery.

Nanoose Bay Catspan – funds were approved towards the organization’s spay and neutering, and de-worm and flea programs.

MOVED B. Erickson, SECONDED F. Van Eynde, 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.

CARRIED

ADJOURNMENT

The meeting adjourned at 1:30 PM.

CHAIRPERSON

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE
LIQUID WASTE ADVISORY COMMITTEE
LIQUID WASTE MANAGEMENT PLAN REVIEW
HELD ON THURSDAY, SEPTEMBER 3, 2009
IN THE RDN BOARD CHAMBERS

Present:

George Holme	Meeting Chair, Director Electoral Area 'E'
John Elliott	City of Nanaimo
Mike Squire	City of Parksville
Bob Weir	Town of Qualicum Beach
Fred Spears	District of Lantzville
Douglas Anderson	Public Representative (South)
Michelle Jones	Business Representative (North)
John Finnie	General Manager, Water and Wastewater Services, RDN
Bill Holdom	Director, RDN
Teunis Westbroek	Director, RDN
Blake Medlar	Ministry of Environment
Bryce Watson	Ministry of Environment
Christianne Wilhelmson	Environment Representative
Frank Van Eynde	Public Representative (North)

Also in attendance:

Sean De Pol	Manager of Wastewater Services, RDN
Lindsay Dalton	Wastewater Coordinator, RDN
Carey McIver	Manager of Solid Waste Services, RDN
Ellen Hausman	Wastewater Coordinator, RDN
Sara Ellis	Special Projects Assistant, RDN
Bev Farkas	Recording Secretary, RDN

Absent:

Joe Burnett	Director Electoral Area 'A'
Blair Nicholson	Business Representative (South)
Gary Tuyls	Public Representative (North)
Gary Anderson	Vancouver Island Health Authority
James Wesley	Snuneymuxw First Nation
Snenal Lakshmi	Environment Canada

Note: Action items in minutes are *italicized*.

CALL TO ORDER

Chairman Holme called the meeting to order at 12:30 p.m.

MINUTES

It was noted that the minutes of the June 19, 2009 Regional Liquid Waste Advisory Committee did not have attachments as stated in the minutes. *The attachments will be forwarded to committee members.*

MOVED F. Van Eynde, SECONDED D. Anderson, that the minutes of Regional Liquid Waste Advisory Committee regular meeting of June 19, 2009 be approved.

CARRIED

BUSINESS ARISING FROM MINUTES

The RDN has met with the Ministry and is working to address moving forward with grants. Presently the RDN does not qualify for any provincial grants due to the 1 hectare rule. In addition, the RDN does not qualify for any federal grants requiring the existence of the 1 hectare rule. G. Holme noted that this issue will be brought forward at UBCM.

REPORTS

Church Road Treatment Plant (Presentation – C.McIver)

C. McIver, Manager of Solid Waste presented information (attached to minutes) discussing the Church Road Transfer Station upgrade and how water and wastewater will be managed at the site. The new buildings will qualify for LEED certification.

Volume Reduction (Discussion Paper – A. Bell / AECOM)

A.Bell reviewed the discussion paper provided to the committee.

RDN operates 4 treatment plants and associated trunk system. The RDN is dependant on municipalities to minimize Inflow and Infiltration (I&I) occurs primarily in the collection system, not trunk the system.

Inflow was described as rainfall dependent. It is characterized by water that is discharged into a wastewater system. Infiltration was described as rainfall and groundwater dependent. It is characterized by water that enters a wastewater system from the ground through pipes or manholes, for example.

I&I can be identified by higher than normal wastewater flows.

In some cases, up to 50% of I&I can come from private sources, ie. from homes and other buildings. Property owners can use several methods to minimize I&I, including using rain barrels and planting rain gardens – both of which are included in the Team Watersmart education program.

The RDN has a flow monitoring program in place; no significant I&I issues have been identified in the RDN trunk system.

Each of the Municipalities provided an overview of I&I in their systems. Key points are as follows:

The City of Nanaimo has an extensive flow monitoring program and is working to remedy known problem areas.

The District of Lantzville has a new collection system and should have minimal I&I.

The City of Parksville has installed a flow meter and a weather station to monitor I&I and steps are being taken to address I&I issues.

The Town of Qualicum Beach is working to identify and address sources of I&I.

It was recommended that the RDN and partner municipalities establish workshops dedicated to collaboratively resolving I&I problems.

Guiding Principles (Presentation – L. Dalton)

L. Dalton reviewed the Statement of Regional Objective and Guiding Principles as provided to the committee and asked members to contact her with their feedback.

In response to the question if our Wastewater Services department was going in the same direction as the Solid Waste Services department regarding buildings, it was stated that 10% of the effluent from FCPCC goes to irrigate the Morningstar Golf Course during summer months and the GNPCC has just tendered a co-generation project which will see biogas (methane from sludge) burned to produce enough electricity to power the facility.

The availability of grants to support future similar projects will be sought as promoting integrated systems may be the only way to obtain grants.

With respect to the guiding principle “Responsibilities to Our Environment” it was noted that our goal should be to cause no harm to the environment.

Schedule Update (L. Dalton)

L. Dalton presented the committee with the updated schedule for upcoming RLWAC meetings (attached to minutes). Following the February 2010 discussions will take place regarding public consultation.

OTHER

B. Medlar introduced Bryce Watson who will be representing Ministry of Environment while Kirsten White is on maternity leave.

NEXT MEETING

The next meeting will be held Thursday, November 5, 2009 from 12:30 to 3:00 pm at the RDN Committee Room.

ADJOURNMENT

Chairman Holme adjourned the meeting at 2:15 pm.

G. Holme, Chairman