

REGIONAL DISTRICT OF NANAIMO

**REGULAR BOARD MEETING
TUESDAY, SEPTEMBER 21, 2010
7:00 PM**

(RDN Board Chambers)

A G E N D A

PAGES

- 1. CALL TO ORDER**
 - 2. DELEGATIONS**
 - 8 **Eileen Leachman, Qualicum & District Curling Club, re Support for Funding Request.**
 - 3. BOARD MINUTES**
 - 9 - 14 Minutes of the regular Board meeting held August 24, 2010.
 - 4. BUSINESS ARISING FROM THE MINUTES**
 - 5. COMMUNICATIONS/CORRESPONDENCE**
 - 6. UNFINISHED BUSINESS**
- BYLAWS**
- Public Hearing & Third Reading.**
- 15 - 20 **Report of the Public Hearing held September 8, 2010 on Bylaw No. 500.357 – Maibach - 2115 South Wellington Road - Area ‘A’.** (Electoral Area Directors except EA ‘B’ – One Vote)
- 1. That the Report of the Public Hearing containing the Summary of Minutes and Submissions of the Public Hearing held September 8, 2010 as a result of public notification of “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.357, 2010” be received.*
 - 2. That “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.357, 2010” be given 3rd reading.*
- This bylaw rezones the subject property from Commercial 4 (CM4) to Industrial 1 (IN1) to permit a light industrial development.

21 - 26

Report of the Public Hearing held September 8, 2010 on Bylaw No. 500.358 – Atkey and Polgari - 2800 Kilpatrick Road - Area ‘C’. (Electoral Area Directors except EA ‘B’ – One Vote)

- 1. That the Report of the Public Hearing containing the Summary of Minutes and Submissions of the Public Hearing held September 8, 2010 as a result of public notification of “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.358, 2010” be received.*
- 2. That “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.358, 2010” be given 3rd reading.*

This bylaw rezones the subject property from Subdivision District 'D' to Subdivision District 'F' to permit a 2 lot subdivision.

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

7.1 ELECTORAL AREA PLANNING STANDING COMMITTEE

27 - 30

Minutes of the Electoral Area Planning Committee meeting held September 14, 2010. (for information)

PLANNING

AMENDMENT APPLICATIONS

Bylaw No. 500.363 for Zoning Amendment Application No. PL2009-751 – Timberlake Jones Engineering Ltd. – 1790 Claudet Road – Area ‘E’. (Electoral Area Directors except EA ‘B’ – One Vote)

- 1. That Application No. PL2009-751 to rezone the subject property from Resource Management 3 (RM3) Subdivision District 'B' to Rural 5 (RU5) Subdivision District 'CC' be approved subject to the conditions included in Schedule No. 1.*
- 2. That "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.363, 2010" be given 1st and 2nd reading.*
- 3. That the public hearing on "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.363, 2010" be delegated to Director Holme or his alternate.*

DEVELOPMENT PERMIT APPLICATIONS

Development Permit Application No. PL2010-121 – David Ingram & Rebekah Baldwin – 886 Terrien Way – Area ‘G’. (Electoral Area Directors except EA ‘B’ – One Vote)

That Development Permit Application No. PL2010-121, to permit the construction of an addition to an existing dwelling unit, be approved subject to the conditions outlined in Schedules No. 1 - 3.

Development Permit Application No. PL2010-130 – Robert Hill – San Malo Crescent – Area ‘G’. (Electoral Area Directors except EA ‘B’ – One Vote)

That the application for a Development Permit No. PL2010-130, to permit the construction of a single dwelling unit be approved subject to the conditions outlined in Schedules No. 1-3.

Development Permit Application No. PL2010-146 & Request for Frontage Relaxation – Fern Road Consulting Ltd. – Miller Road Strata – Area ‘G’. (Electoral Area Directors except EA ‘B’ – One Vote)

- 1. That Development Permit Application No. PL2010-146, in conjunction with a six lot bare land strata conversion subdivision be approved subject to the conditions outlined in Schedule No. 1.*
- 2. That the request to relax the minimum 10% perimeter frontage requirements for proposed Lots B, C, and D be approved.*

OTHER

Bylaws No. 500.346, 500.359, 500.360, 500.361 and 500.362 - Electoral Area ‘G’ Official Community Plan Implementation. (Electoral Area Directors except EA ‘B’ – One Vote)

- 1. That "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.346, 2008" be removed from the table.*
- 2. That "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.346, 2008" be abandoned.*
- 3. That "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.359, 2010" be given 1st and 2nd reading.*
- 4. That "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.360, 2010" be given 1st and 2nd reading.*
- 5. That "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.361, 2010" be given 1st and 2nd reading.*
- 6. That "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.362, 2010" be given 1st and 2nd reading.*

7. *That staff proceed with the consultation strategy outlined in the staff report prior to the public hearing.*
8. *That Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaws No. 500.359, 500.360, 500.361, and 500.362, 2010 proceed to public hearing and be delegated to Director Stanhope or his alternate.*

7.2 COMMITTEE OF THE WHOLE STANDING COMMITTEE

31 - 34 Minutes of the Committee of the Whole meeting held September 14, 2010. (for information)

FINANCE AND INFORMATION SERVICES

FINANCE

Bylaws No. 1607, 1608 & 1609 - Establish Reserve Funds for the San Pareil Water Service, the Drinking Water & Watershed Protection Service and the Area 'G' Community Parks Service.

San Pareil Water Service (All Directors – One Vote; All Directors – 2/3)

1. *That "San Pareil Water Capital Reserve Fund Establishment Bylaw No. 1607, 2010" be introduced and read three times.*
2. *That "San Pareil Water Capital Reserve Fund Establishment Bylaw No. 1607, 2010" be adopted.*

Drinking Water & Watershed Protection Service (Electoral Area Directors – Weighted Vote; All Directors – 2/3 Weighted)

1. *That "Drinking Water and Watershed Protection Reserve Fund Establishment Bylaw No. 1608, 2010" be introduced and read three times.*
2. *That "Drinking Water and Watershed Protection Reserve Fund Establishment Bylaw No. 1608, 2010" be adopted.*

Area 'G' Community Parks Service (All Directors – One Vote; All Directors – 2/3)

1. *That "Electoral Area 'G' Community Parks Reserve Fund Establishment Bylaw No. 1609, 2010" be introduced and read three times.*
2. *That "Electoral Area 'G' Community Parks Reserve Fund Establishment Bylaw No. 1609, 2010" be adopted.*

REGIONAL AND COMMUNITY UTILITIES

ENGINEERING

Streetlighting Services - Proposed Expansion Policy. (All Directors – One Vote)

- 1. That the Board direct staff to prepare a policy that community streetlights under the jurisdiction of the RDN only be considered if located within Urban Containment Boundaries and/or Village Centres as determined by the Regional Growth Strategy.*
- 2. That the policy provide for exceptions where the Board determines that streetlights may be necessary for security or safety reasons.*
- 3. That streetlight standards incorporate a requirement for energy efficient "dark sky" fixtures.*

WATER

Final Report - 2010 Toilet Replacement Incentive Program. (All Directors – One Vote)

That the Board receive the Toilet Replacement Incentive Program Update report for information.

Bylaws No. 1605 & 1606 - Establish the Whiskey Creek Water Service in a Portion of Area 'F' & Authorize Borrowing in Relation to the Service. (All Directors – One Vote; All Directors – One Vote; All Directors – Weighted Vote)

- 1. That the Board approve the acquisition of the Whiskey Creek Water System and adjustment of the 2011 water and sewer utilities budgets to include an additional utility technician position effective July 2011 to accommodate additional operation and maintenance requirements associated with the Whiskey Creek Water Service and the Nanoose Bay Peninsula Water Treatment Plant.*
- 2. That the "Whiskey Creek Water Service Establishment Bylaw No. 1605, 2010" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.*
- 3. That the "Whiskey Creek Water Service Loan Authorization Bylaw No. 1606, 2010" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.*

TRANSPORTATION AND SOLID WASTE SERVICES

SOLID WASTE

Solid Waste Disposal Service - Award of Contract for Bird Control at the Regional Landfill. (All Directors – Weighted Vote)

That the Board award the contract for bird control services at the Regional Landfill to PK Bird Control Services for a period of two years commencing November 1, 2010 at a total cost of \$347,730.

Solid Waste Collection & Recycling Service - Review of Glass Drop-Off Options. (All Directors – Weighted Vote)

That drop-off locations for non-deposit container glass be provided at the Church Road Transfer Station, the Parksville Bottle & Recycling Depot, the Nanaimo Recycling Exchange, Gabriola Island Recycling Organization and the Regional Landfill.

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

Charles Verne, re Acquisition of Whiskey Creek Water Works - Request for Exemption from Parcel Tax and User Fees. (All Directors – One Vote)

That this issue be referred back to staff for a report.

NEW BUSINESS

Transporting Animals in the Front Seat of Vehicles. (All Directors – One Vote)

That staff prepare a resolution for AVICC for consideration by the Board regarding animals being transported in the front seat of vehicles.

7.3 EXECUTIVE STANDING COMMITTEE

7.4 COMMISSIONS

7.5 SCHEDULED STANDING, ADVISORY STANDING AND SELECT COMMITTEE REPORTS

8. ADMINISTRATOR'S REPORTS

35 - 60 Bylaw No. 1611 - Establishes a Call Answer Levy for the District 68 E-911 Call Service. (Lantzville, EA 'A', 'B', 'C' - Weighted Vote)

61 - 62 Proposed Whiskey Creek Water Service - Request for Exemption from Parcel Tax and User Fees. (All Directors – One Vote)

9. ADDENDUM

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

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

Qualicum & District Curling Club
644 Memorial Avenue
Qualicum Beach, B.C.
V9P 1X2

September 10, 2010

Legislative Coordinator, Corporate Services
Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, B.C.
V9T 6N2

Dear Sir/Madam:

The Qualicum & District Curling Club would like to make a presentation at the Board Meeting to be held on Tuesday, September 21st.

My name is Eileen Leachman, Board League Director
790 Drew Road, Parksville, B.C.
V9P 1X2
Telephone: 250-752-8387 Cell: 250-927-2777
Email: egleachman@shaw.ca

The name of the presentation would be Support For Qualicum & District Curling Club Grant Application.

Our presentation will support the application made to the Regional District of Nanaimo for a grant to install a new ice plant in our Curling Club. The presentation will include a brief history, activities of the Club and our place in the Oceanside Community. We will be available to answer any questions.

We are having a meeting to prepare for this presentation and at this time do not know who the presenter will be. If a name is necessary to place this application on the agenda please use my name.

Please use my address or email to contact me as the curling club is not open until September 23rd.

Thank you very much for your consideration.

Eileen Leachman
League Director

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE REGULAR MEETING OF THE BOARD
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON
TUESDAY, AUGUST 24, 2010 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
Alternate	
Director C. Pinker	Electoral Area C
Director G. Holme	Electoral Area E
Director L. Biggemann	Electoral Area F
Director D. Bartram	Electoral Area H
Director E. Mayne	City of Parksville
Director T. Westbrook	Town of Qualicum Beach
Director C. Haime	District of Lantzville
Director J. Ruttan	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Director L. Sherry	City of Nanaimo
Director L. McNabb	City of Nanaimo
Director D. Johnstone	City of Nanaimo
Director J. Kipp	City of Nanaimo

Also in Attendance:

C. Mason	Chief Administrative Officer
M. Pearse	Sr. Mgr., Corporate Administration
P. Thorkelsson	Gen. Mgr., Development Services
J. Finnie	Gen. Mgr., Regional & Community Utilities
T. Osborne	Gen Mgr., Recreation & Parks Services
N. Avery	Gen. Mgr., Finance & Information Services
C. McIver	A/C Gen. Mgr., Transportation & Solid Waste Services
N. Hewitt	Recording Secretary

CALL TO ORDER

The Chairperson welcomed Alternate Director Pinker to the meeting.

BOARD MINUTES

MOVED Director Holme, SECONDED Director McNabb, that minutes of the regular Board meeting held July 27, 2010 be adopted.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

Trudy Coates, Town of Qualicum Beach, re Draft Regional Growth Strategy.

MOVED Director Westbrook, SECONDED Director Mayne, that the correspondence from Trudy Coates from the Town of Qualicum Beach be received.

CARRIED

Colin Haime, District of Lantzville, re Draft Regional Growth Strategy.

MOVED Director Westbrook, SECONDED Director Mayne, that the correspondence from Colin Haime from the District of Lantzville be received.

CARRIED

Barry Penner, Ministry of Environment, re Proposed Amendment to the RDN Solid Waste Management Plan.

MOVED Director Westbrook, SECONDED Director Mayne, that the correspondence from Barry Penner, Minister of Environment be received.

CARRIED

Ted Swabey, City of Nanaimo, re Draft Regional Growth Strategy.

MOVED Director Westbrook, SECONDED Director Mayne, that the correspondence from Ted Swabey from the City of Nanaimo be received.

CARRIED

UNFINISHED BUSINESS

BYLAWS

For Adoption.

Bylaw No. 813.45

MOVED Director Holme, SECONDED Director McNabb, that “French Creek Sewer Local Service Area Amendment Bylaw No. 813.45, 2010” be adopted.

CARRIED

Bylaw No. 889.57

MOVED Director Holme, SECONDED Director Johnstone, that “Northern Community Server Service Area Boundary Amendment Bylaw No. 889.57, 2010” be adopted.

CARRIED

Bylaw No. 1604

MOVED Director Bartram, SECONDED Director Biggemann, that “Bowser Village Centre Sewer Feasibility Study Service Establishment Bylaw No. 1604, 2010” be adopted.

CARRIED

Bylaw No. 975.53

MOVED Director Bartram, SECONDED Director Johnstone, that “Regional District of Nanaimo Pump & Haul Local Service Amendment Bylaw No. 975.53, 2010” be adopted.

CARRIED

Bylaw No. 1577

MOVED Director Westbrook, SECONDED Director Sherry, that “Regional District of Nanaimo Not-for-Profit-Rental Housing Sewer Development Cost Charge Reduction Bylaw No. 1577, 2010” be adopted.

CARRIED

STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS

ELECTORAL AREA PLANNING STANDING COMMITTEE

From the Electoral Area Planning meeting held July 13, 2010.

DEVELOPMENT VARIANCE PERMIT APPLICATIONS

Development Variance Permit Application No. PL2010-101 - Fern Road Consulting Ltd. – 863 Cavin Road - Area ‘G’.

MOVED Director Holme, SECONDED Director Bartram, that Development Variance Permit Application No. PL2010-101 to relax the minimum setback requirement from the front lot line of the future road be approved subject to the conditions outlined in Schedule No. 1.

CARRIED

SCHEDULED STANDING, ADVISORY STANDING AND SELECT COMMITTEE REPORTS

Electoral Area ‘E’ Parks and Open Space Advisory Committee.

MOVED Director Holme, SECONDED Director Bestwick, that the minutes of the Electoral Area ‘E’ Parks and Open Space Advisory Committee meeting held July 5, 2010 be received for information.

CARRIED

MOVED Director Holme, SECONDED Director McNabb, that the investigation and assessment of a possible boat ramp location in Nanoose Bay by park staff be added to the 2011 work plan.

CARRIED

Electoral Area ‘B’ Parks and Open Space Advisory Committee.

MOVED Director Rudischer, SECONDED Director Johnstone, that the minutes of the Electoral Area ‘B’ Parks and Open Space Advisory Committee meeting held July 26, 2010 be received for information.

CARRIED

ADMINISTRATOR’S REPORTS

Operating Results for the Period Ending June 30, 2010.

MOVED Director McNabb, SECONDED Director Burnett, that the summary report of financial results from operations to June 30, 2010 be received for information.

CARRIED

Bylaw No. 1490.01 – Amends the Southern Community Restorative Justice Contribution Service by Adding Victim Services and Increasing the Requisition Limit.

MOVED Director Burnett, SECONDED Director Pinker, that the Board approve, commencing in 2011, an annual grant of \$5,000 to support the Victim Services program operating in School District 68 through the existing Southern Community Restorative Justice establishing bylaw.

CARRIED

MOVED Director Burnett, SECONDED Director Bestwick, that the "Southern Community Restorative Justice and Victims Services Support Service Amendment Bylaw No. 1490.01, 2010" be introduced for three readings and be forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Burnett, SECONDED Director Bestwick, that the Regional District enter into a funding agreement with the Nanaimo Victim Services to provide an annual activity and financial report.

CARRIED

Southern Community Search & Rescue Contribution Service – Request for Operational Funding by Nanaimo Search & Rescue Society.

MOVED Director Burnett, SECONDED Director McNabb, that an operating grant of \$5,365 be provided to the Nanaimo Search & Rescue Society from current surplus funds in the Southern Community Search & Rescue Contribution Services.

CARRIED

MOVED Director Burnett, SECONDED Director McNabb, that commencing in 2011, annual funding to the Society of approximately \$3,000 be included in the annual budget.

CARRIED

MOVED Director Burnett, SECONDED Director McNabb, that as a condition of these funding approvals, the Society be required to enter into an agreement which provides for an annual activity and financial report.

CARRIED

MOVED Director Burnett, SECONDED Director McNabb, that correspondence be sent to the Province requesting the reinstatement of funding for Nanaimo Search & Rescue.

CARRIED

Bow Horn Bay Fire Protection Service - Award of Fire Truck Proposal.

MOVED Director Bartram, SECONDED Director Johnstone, that Rocky Mountain Phoenix be awarded the supply of a Rosenbauer Top Mount Pumper at an estimated price of \$281,040 including taxes for the Bow Horn Bay Volunteer Fire Department.

CARRIED

MOVED Director Bartram, SECONDED Director Johnstone, that Bow Horn Bay Fire department vehicle reserve funds in the estimated amount of \$238,595 be released for this purpose when required.

CARRIED

MOVED Director Bartram, SECONDED Director Johnstone, that the 2011 budget include an amount of approximately \$43,405 to fund the balance of the purchase price.

CARRIED

Ministerial Order – Protection of Plant Communities on Select Crown Lands.

MOVED Director Holme, SECONDED Director McNabb, that this report be received for information.

CARRIED

Bylaw No. 500.355 – Request to Receive New Information - Zoning Amendment Application No. PL2009-211 - Keith Brown & Associates - Fielding Road - Area ‘A’.

MOVED Director Burnett, SECONDED Director Holme, that third reading of "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.355, 2010" given on June 22, 2010 be rescinded.

CARRIED

MOVED Director Burnett, SECONDED Director Holme, that the Public Hearing on "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.355, 2010" be scheduled and delegated to Director Burnett or his alternative.

CARRIED

Area ‘B’ Community Parks Service – 707 Community Park Management Plan.

MOVED Director Rudischer, SECONDED Director Bartram, that the 707 Community Park Management Plan be approved.

CARRIED

Drinking Water & Watershed Protection Service – Funding Request for Joint RDN - Ministry of Environment French Creek Water Quality Monitoring Project.

MOVED Director Bartram, SECONDED Director Mayne, that the Regional District of Nanaimo/Ministry of Environment French Creek Monitoring Project Partnership, with funding support from the Drinking Water Watershed Protection program budget not to exceed \$3,500 be approved.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

Draft Regional Growth Strategy.

Director Westbroek enquired as to the next steps with respect to the communications received from the municipalities with their comments on the Draft Regional Growth Strategy document. The Board was advised that staff would be meeting with staff from the municipalities to review their concerns and expect to have a report back to the Board in October.

NEW BUSINESS

Green Bin Project.

The Manager of Solid Waste provided a brief update on the upcoming launch of the Green Bin Program.

Nanoose Bay Parks and Open Space Advisory Committee.

MOVED Director Holme, SECONDED Director McNabb, that Susan Croskery be appointed to Nanoose Bay Parks and Open Space Advisory Committee for a term ending December 31, 2010.

CARRIED

Request for Remembrance Project – Royal Canadian Legion.

MOVED Director Bartram, SECONDED Director Mayne, that the Board purchase a ½ page full colour advertisement space in the “Military Service Recognition Book” in support of the Royal Canadian Legion’s remembrance project.

CARRIED

ADJOURNMENT

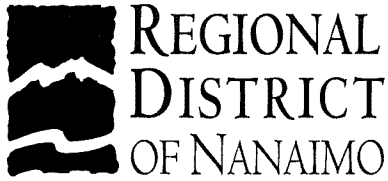
MOVED Director Holme, SECONDED Director McNabb, that pursuant to Section 90(1)(c) of the Community Charter the Board proceed to an In Camera Committee meeting to consider items related to personnel issues.

CARRIED

TIME: 7:37 PM

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION



CAG APPROVAL CW	
EAP	
COW	
SEP 1 2010	
RHD	
BOARD	✓ Sept 21 '10

MEMORANDUM

TO: Dale Lindsay
Manager, Current Planning

DATE: September 9, 2010

FROM: Kristy Marks
Planner

FILE: PL2010-011

SUBJECT: Amendment Bylaw No. 500.357 - Jill Maibach
Lot C, Sections 11 & 12, Range 7, Cranberry District, Plan 21786
2115 South Wellington Road
Electoral Area 'A'

PURPOSE

To receive the report of the Public Hearing containing the summary of the minutes and submissions of the Public Hearing held on September 8, 2010. and further, to consider Bylaw No. 500.357, 2010, for 3rd reading.

BACKGROUND

Bylaw No. 500.357 was introduced and given 1st and 2nd reading on July 27, 2010. This was followed by a Public Hearing held on September 8, 2010. The summary of the minutes and submissions is attached for the Board's consideration (*see Attachment No. 2*).

The purpose of this zoning amendment bylaw is to rezone the subject property from Commercial 4 to Industrial 1 in order to permit "Light Industry and "Heavy Equipment Display" (*see Attachment No. 1 for location of subject property*).

ALTERNATIVES

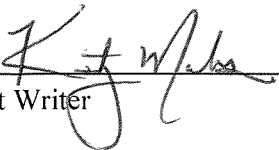
1. To receive the report of the Public Hearing and give 3rd reading to "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.357, 2010".
2. To receive the report of the Public Hearing and deny "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.357, 2010".

SUMMARY

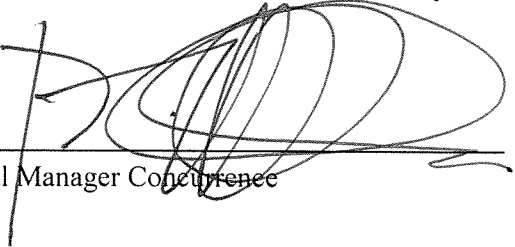
The purpose of Bylaw No. 500.357, 2010 is to rezone the subject property to permit a light industrial development. The amendment bylaw was introduced and given 1st and 2nd reading on July 27, 2010, and proceeded to Public Hearing on September 8, 2010. The requirements set out in the Conditions of Approval (*see Schedule No. 1*) are to be completed by the applicant prior to the Board's consideration of the bylaw for adoption. Therefore, staff recommends that Bylaw No. 500.357, 2010, be considered for 3rd reading.

RECOMMENDATIONS

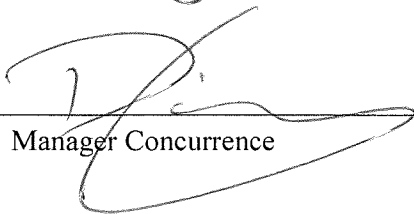
1. That the report of the Public Hearing containing the Summary of Minutes and Submissions of the Public Hearing held on September 8, 2010 as a result of public notification of "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.357, 2010" be received.
2. That "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.357, 2010" be given 3rd reading.




Report Writer



General Manager Concurrence



Manager Concurrence



CAO Concurrence

Schedule No. 1
Conditions of Approval

The applicant is to provide the following documentation prior to the Amendment Application being considered for 4th reading:

1. Development Permit Conditions:

Applicant to complete the Conditions of Development Permit No. 60918 to the satisfaction of the RDN prior to adoption of the Amendment Bylaw.

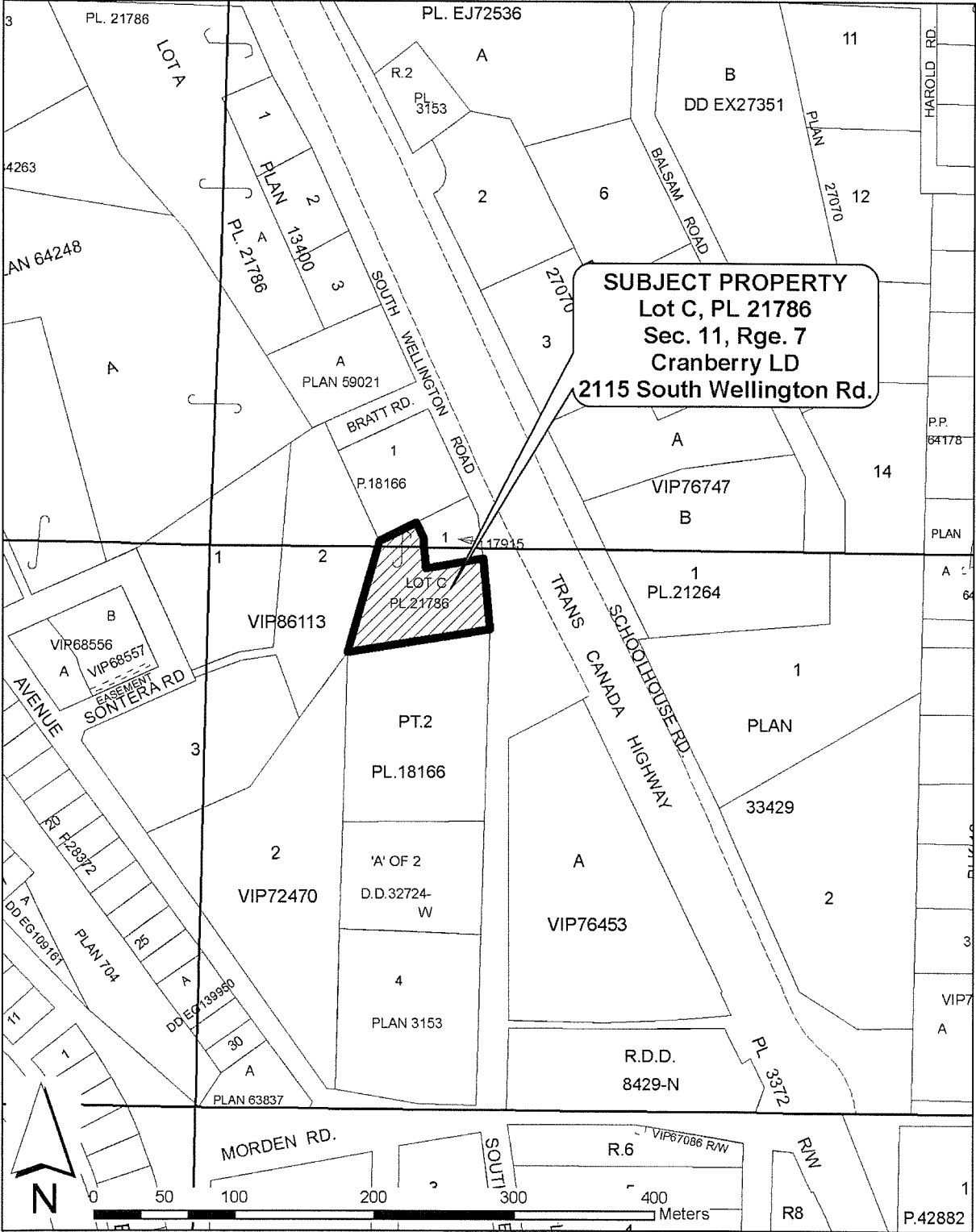
2. On-Site Potable Water Supply:

Applicant to submit written confirmation that potable water source approval from the Vancouver Island Health Authority (VIHA) has been granted for the development.

3. Site Paving:

Applicant to complete paving requirements in accordance with DP No. 60918 and the Ministry of Transportation and Infrastructure (MOTI) Access Permit as well as paving an area around the existing oil water separator and drainage pit to ensure that all run off from paved surfaces is directed toward the oil separator prior to adoption of the Amendment Bylaw.

**Attachment No. 1
Location of Subject Property**



Attachment No. 2
Summary of the Public Hearing
Held at Cranberry Fire Hall, 1555 Morden Road, South Wellington
September 8, 2010 at 7:00 pm
To Consider Regional District of Nanaimo Land Use and Subdivision
Amendment Bylaw No. 500.357 2010

Summary of Minutes and Submissions

Note that these minutes are not a verbatim recording of the proceedings, but summarize the comments of those in attendance at the Public Hearing.

PRESENT:

Joe Burnett	Chairperson, Director, Electoral Area 'A'
Kristy Marks	Planner
Emmet Shiels	Present on behalf of applicant

There were 0 persons in attendance.

The Chairperson called the Hearing to order at 7:05 p.m., introduced those present representing the Regional District, and outlined the procedures to be followed during the Hearing.

The Senior Planner provided an outline of the Bylaw including a summary of the proposal.

The Chairperson called for formal submissions with respect to Bylaw 500.357, 2010.

The Chairperson read the written submission received from Barb Ehmig at 2082 Main Road into the minutes.

The Chairperson called for further submissions for the second time.

The Chairperson called for further submissions a third and final time.

There being no further submissions, the Chairperson adjourned the Hearing at 7:08 p.m.

Certified true and accurate this 9th day of September, 2010.

Kristy Marks
Recording Secretary

Submissions

Email Message Received from Barb Ehmig:

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

From: "Barbara Ehmig"

To: "Joe Burnett" <quaillanding@shaw.ca>

Sent: Saturday, September 04, 2010 12:23 PM

Subject: bylaw meeting

Hi Joe - I hope you've had a good summer!

Contrary to my past objections to such amendment applications, in this case I am happily in favour! The business is clean and quiet - I wish it was here across the road from me.....

I won't be at the meeting on the 8th so I thought I'd let you know my thoughts ahead of time.

Take care -

Barb



EAP	
COW	
SEP 13 2010	
RHD	
BOARD	✓ Sept 21 '10

MEMORANDUM

TO: Dale Lindsay
Manager, Current Planning

DATE: September 9, 2010

FROM: Elaine Leung
Planner

FILE: PL2009-006

SUBJECT: Zoning Amendment Bylaw 500.358, 2010
Robert Atkey and Elizabeth Polgari
Lot 1, Sections 9 and 10, Range 5, Mountain District, Plan 30438
2800 Kilpatrick Road – Electoral Area ‘C’

PURPOSE

To receive the report of the Public Hearing containing the summary of the minutes and submissions of the Public Hearing held on September 8, 2010 and further, to consider Bylaw No. 500.358, 2010, for third reading.

BACKGROUND

Bylaw No. 500.358 was introduced and given 1st and 2nd reading on July 27, 2010. This was followed by a Public Hearing held on September 8, 2010. The summary of the minutes and submissions is attached for the Board’s consideration (*see Attachment No. 2*).

The purpose of this zoning amendment bylaw is to rezone the subject property from Subdivision District ‘D’ to Subdivision District ‘F’ (*see Attachment No. 1 for location of subject property*).

ALTERNATIVES

1. To receive the report of the Public Hearing and give 3rd reading to “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.358, 2010”.
2. To receive the report of the Public Hearing and deny “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.358, 2010”.

SUMMARY

The purpose of Bylaw No. 500.358, 2010 is to rezone the subject property from Subdivision District ‘D’ (2.0 ha parcel minimum) to Subdivision District ‘F’ (1.0 ha parcel minimum) to facilitate a two lot subdivision. The amendment bylaw was introduced and given 1st and 2nd reading on July 27, 2010, and proceeded to Public Hearing on September 8, 2010. The requirements set out in the Conditions of Approval (*see Schedule No. 1*) are to be completed by the applicant prior to the Board’s consideration of the bylaw for adoption. Therefore, staff recommends that Bylaw No. 500.358, 2010, be considered for 3rd reading.

RECOMMENDATIONS

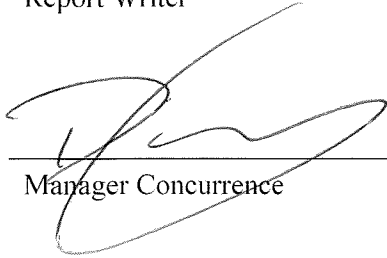
1. That the report of the Public Hearing containing the Summary of Minutes and Submissions of the Public Hearing held on September 8, 2010, as a result of public notification of "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.358, 2010" be received.
2. That "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.358, 2010" be given 3rd reading.



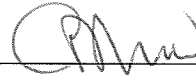
Report Writer



General Manager Concurrence



Manager Concurrence



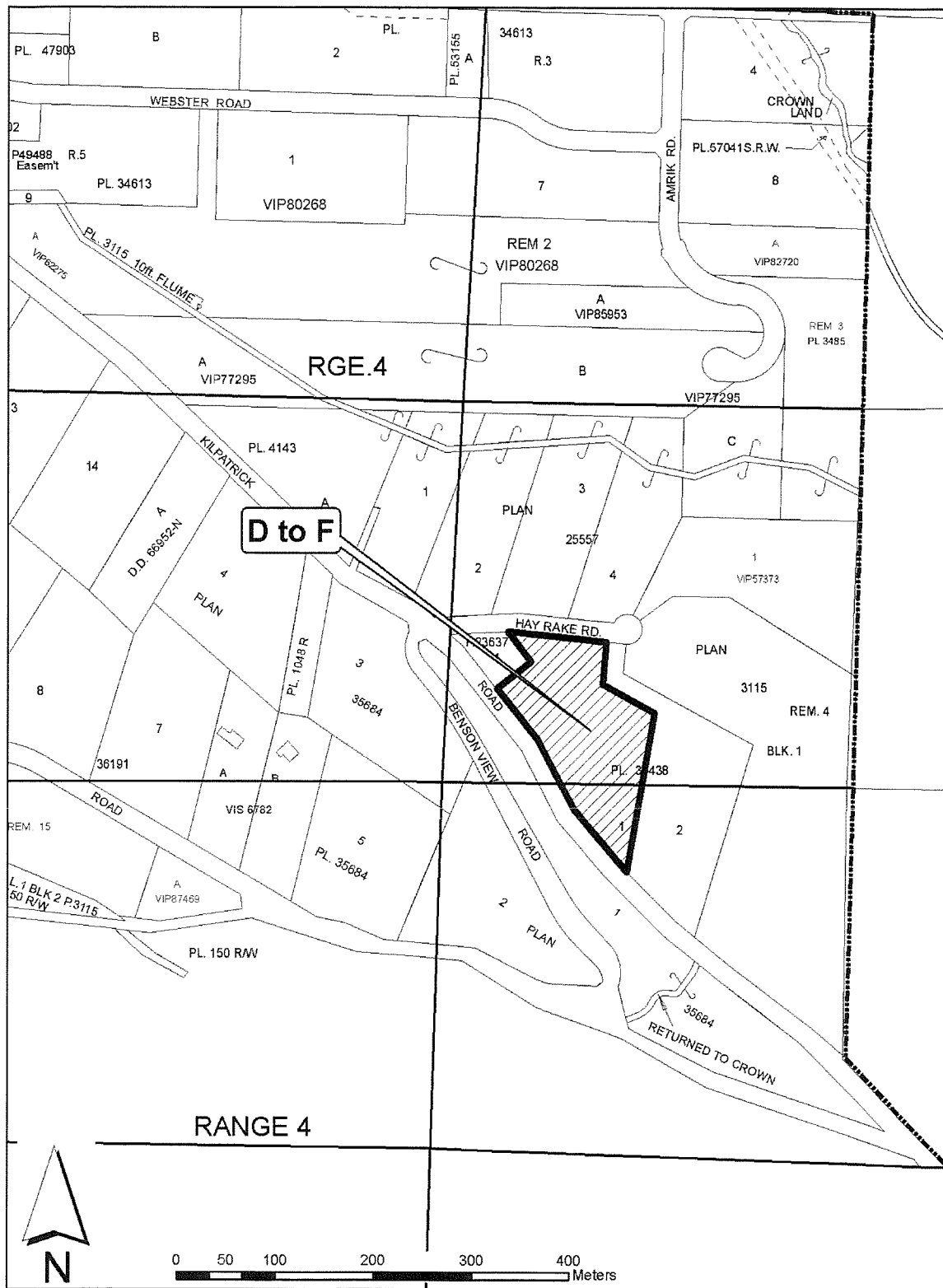
CAO Concurrence

Schedule No. 1
Conditions of Approval

The applicant is to provide the following documentation prior to the Amendment Application being considered for 4th reading:

1. Professional Engineer's Report certifying that for proposed Lot B, as shown on Schedule No. 2 (Proposed Plan of Subdivision prepared by W.R Hutchinson, BCLS and dated February 11, 2008), a drilled water well is constructed which, at a minimum, has a year round potable water supply in the amount of 3.5 m³ per day and that the water supply meets the minimum Canadian Drinking Water Standards in terms of quality. Proof shall include the drilled well be constructed as per the current well regulations and pump tested and certified, including wellhead protection. This report must be acceptable to the Regional District.
2. Professional Engineer's Report certifying that for proposed Lot A, as shown on Schedule No. 2 (Proposed Plan of Subdivision prepared by W.R Hutchinson, BCLS and dated February 11, 2008), the existing well has a year round potable water supply in the amount of 3.5 m³ per day and that the water supply meets the minimum Canadian Drinking Water Standards in terms of quality. Proof shall include the drilled well has been constructed as per the current well regulations and pump tested and certified, including wellhead protection. This report must be acceptable to the Regional District.
3. Applicant to provide confirmation that provision of septic disposal has been met to the satisfaction of the Vancouver Island Health Authority.
4. The applicant, at the applicant's expense, is to prepare and register a Section 219 Covenant stating no subdivision may occur until such time that the submission of an engineered Hydrogeological Report, confirming on site septic disposal capabilities and potable water supply of 3.5 m³ per day for each lot, to the satisfaction of the Regional District of Nanaimo, prior to the final approval of subdivision.

Attachment No. 1
Location of Subject Property



Attachment No. 2
Summary of the Public Hearing
Held at Mountain View Elementary School – Multi Purpose Room, East Wellington Road
September 8, 2010 at 6:30 pm
To Consider Regional District of Nanaimo Land Use and Subdivision
Amendment Bylaw No. 500.358 2010

Summary of Minutes and Submissions

Note that these minutes are not a verbatim recording of the proceedings, but summarize the comments of those in attendance at the Public Hearing.

PRESENT:

Maureen Young	Chairperson, Director, Electoral Area ‘C’
Dale Lindsay	Manager, Current Planning
Elaine Leung	Planner

There were 10 persons in attendance.

The Chairperson called the Hearing to order at 6:30 p.m., introduced those present representing the Regional District, and outlined the procedures to be followed during the Hearing.

The Planner provided an outline of the Bylaw including a summary of the proposal.

The Chairperson called for formal submissions with respect to Bylaw 500.358, 2010.

Dave Brown, 2645 Hayrake Road, noted several concerns:

1. Concerned with an additional well in the area, potentially above his own existing well.
 - His property is downhill from the subject property
 - He would like to see where the new septic field is being proposed to be located
 - Historically lots of run-off, it is reasonable to expect it will affect his lot
2. Pressures on ground water
3. Is this the final plan of subdivision?

The planner responded that this is not final, as the Ministry of Transportation and Infrastructure (MOTI) has to approve the final subdivision plan. This plan is simply what is currently being proposed.

Mr. Brown asked if this proposal will set a precedent for subdividing?

- There will be more pressure on Kilpatrick road

Steve Kelly, 2768 Kilpatrick, asked whether changes or upgrades are expected for Kilpatrick Road.

The planner stated that MOTI has indicated that there are no concerns with this application at this time. MOTI can ask for upgrades etc, but that is up to them to decide, as they are the approving authority.

Mr. Kelly asked if he was permitted to ask where the septic is going?

Bob Atkey (the applicant) stated that the Vancouver Island Health Authority (VIHA) has reviewed his proposal with no concerns. Mr. Atkey has not indicated where on the property the septic may be located, or given further thought into where they may go. With respect to potential for further traffic to the property, he noted the existing zoning of the property already permits two houses. There would be no further traffic generated by the subdivision.

Brenda Kelly, 2768 Kilpatrick, stated that this application will set precedence for further subdivisions in the area.

The Planning Manager stated that the current Official Community Plan (OCP) supports rezoning to 1.0 ha minimum parcel size provided specific conditions are met. With respect to 'precedence' the policy already exists.

Mr. Atkey stated that on the Regional District of Nanaimo map, there are many lots in the surrounding area of varying lot sizes.

Joan Brown, 2645 Hayrake Road asked if the audience's questions will be answered at some point.

The Planning Manager responded that many of these questions will be addressed by MOTI at the time of their review. MOTI is the approving authority in the RDN and they maintain all of the roads in the region. As Mr. Atkey has indicated, VIHA, and MOTI is satisfied at this time with the proposal.

Mr. Brown claimed that his neighbours were subject to different requirements than Mr. Atkey, when they applied for a subdivision.

The Planning Manager stated that without VIHA present, he cannot comment on the neighbours requirements.

The Chairperson called for further submissions for the second time.

The Chairperson called for further submissions a third and final time.

There being no further submissions, the Chairperson adjourned the Hearing at 6:49 p.m.

Certified true and accurate this 8th day of September, 2010.

Elaine Leung
Recording Secretary

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE ELECTORAL AREA PLANNING COMMITTEE
MEETING HELD ON TUESDAY, SEPTEMBER 14, 2010, AT 6:30 PM
IN THE RDN BOARD CHAMBERS**

Present:

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

Also in Attendance:

M. Pearse	Senior Manager, Corporate Administration
P. Thorkelsson	General Manager, Development Services
P. Thompson	A/C Manager, Current Planning
N. Hewitt	Recording Secretary

MINUTES

MOVED Director Stanhope, SECONDED Director Holme, that the minutes of the regular Electoral Area Planning Committee meeting held July 13, 2010 be adopted.

CARRIED

DELEGATIONS

MOVED Director Stanhope, SECONDED Director Burnett, that one late delegation be permitted to address the Committee.

CARRIED

Helen Sims, Oceanside Development & Construction Association, re Area 'G' Official Community Plan.

Ms. Sims asked the Committee questions regarding the Area 'G' Official Community Plan.

PLANNING

AMENDMENT APPLICATIONS

Bylaw No. 500.363 for Zoning Amendment Application No. PL2009-751 – Timberlake Jones Engineering Ltd. – 1790 Claudet Road – Area 'E'.

MOVED Director Holme, SECONDED Director Stanhope, that Application No. PL2009-751 to rezone the subject property from Resource Management 3 (RM3) Subdivision District 'B' to Rural 5 (RU5) Subdivision District 'CC' be approved subject to the conditions included in Schedule No. 1.

CARRIED

MOVED Director Holme, SECONDED Director Stanhope, that "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.363, 2010" be given 1st and 2nd reading.

CARRIED

MOVED Director Holme, SECONDED Director Stanhope, that the public hearing on "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.363, 2010" be delegated to Director Holme or his alternate.

CARRIED

DEVELOPMENT PERMIT APPLICATIONS

Development Permit Application No. PL2010-121 – David Ingram & Rebekah Baldwin – 886 Terrien Way – Area ‘G’.

MOVED Director Stanhope, SECONDED Director Biggemann, that Development Permit Application No. PL2010-121, to permit the construction of an addition to an existing dwelling unit, be approved subject to the conditions outlined in Schedules No. 1 - 3.

CARRIED

Development Permit Application No. PL2010-130 – Robert Hill – San Malo Crescent – Area ‘G’.

MOVED Director Stanhope, SECONDED Director Biggemann, that the application for a Development Permit No. PL2010-130, to permit the construction of a single dwelling unit be approved subject to the conditions outlined in Schedules No. 1-3.

CARRIED

Development Permit Application No. PL2010-146 & Request for Frontage Relaxation – Fern Road Consulting Ltd. – Miller Road Strata – Area ‘G’.

MOVED Director Stanhope, SECONDED Director Holme, that Development Permit Application No. PL2010-146, in conjunction with a six lot bare land strata conversion subdivision be approved subject to the conditions outlined in Schedule No. 1.

CARRIED

MOVED Director Stanhope, SECONDED Director Holme, that the request to relax the minimum 10% perimeter frontage requirements for proposed Lots B, C, and D be approved.

CARRIED

DEVELOPMENT PERMIT WITH VARIANCE APPLICATIONS

Development Permit with Variances Application No. PL2010-080 – Philip Muise – Elm Road – Area ‘A’.

MOVED Director Burnett, SECONDED Director Young, that staff be directed to complete the required notification.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that the Development Permit with Variance application No. PL2010-080 to permit the construction of a single dwelling unit be approved subject to the conditions outlined in Schedules No. 1-3.

CARRIED

DEVELOPMENT VARIANCE PERMIT APPLICATIONS

Development Variance Permit Application No. PL2009-805 – Fern Road Consulting Ltd. – 6360 Island Highway West – Area ‘H’.

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

CARRIED

MOVED Director Stanhope, SECONDED Director Biggemann, that the amendment to Development Variance Permit Application No. PL2009-805 be approved.

CARRIED

OTHER

Bylaws No. 500.346, 500.359, 500.360, 500.361 and 500.362 - Electoral Area ‘G’ Official Community Plan Implementation.

MOVED Director Stanhope, SECONDED Director Holme, that "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.346, 2008" be removed from the table.

CARRIED

MOVED Director Stanhope, SECONDED Director Holme, that "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.346, 2008" be abandoned.

CARRIED

MOVED Director Stanhope, SECONDED Director Holme, that "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.359, 2010" be given 1st and 2nd reading.

CARRIED

MOVED Director Stanhope, SECONDED Director Holme, that "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.360, 2010" be given 1st and 2nd reading.

CARRIED

MOVED Director Stanhope, SECONDED Director Holme, that "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.361, 2010" be given 1st and 2nd reading.

CARRIED

MOVED Director Stanhope, SECONDED Director Holme, that "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.362, 2010" be given 1st and 2nd reading.

CARRIED

MOVED Director Stanhope, SECONDED Director Holme, that staff proceed with the consultation strategy outlined in the staff report prior to the public hearing.

CARRIED

MOVED Director Stanhope, SECONDED Director Holme, that Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaws No. 500.359, 500.360, 500.361, and 500.362, 2010 proceed to public hearing and be delegated to Director Stanhope or his alternate.

CARRIED

ADJOURNMENT

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

CARRIED

TIME: 6:47 PM

CHAIRPERSON

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE COMMITTEE OF THE WHOLE
MEETING HELD ON TUESDAY, SEPTEMBER 14, 2010 AT 7:00 PM
IN THE RDN BOARD CHAMBERS**

Present:

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

Also in Attendance:

C. Mason	Chief Administrative Officer
M. Pearse	Senior Manager, Corporate Administration
W. Idema	A/C General Manager, Finance & Information Services
J. Finnie	General Manager, Regional & Community Utilities
D. Trudeau	General Manager, Transportation & Solid Waste
P. Thorkelsson	General Manager, Development Services
T. Osborne	General Manager, Recreation & Parks
N. Hewitt	Recording Secretary

CALL TO ORDER

The Chairperson welcomed Alternate Director Unger to the meeting.

LATE DELEGATIONS

MOVED Director Stanhope, SECONDED Director Burnett, that one late delegation be permitted to address the Committee.

CARRIED

Charles Verne, re Acquisition of Whiskey Creek Water Works – Request for Exemption from Parcel Tax and User Fees.

Mr. Verne requested exemption from the parcel tax and user fees since he is not connected to the system.

MINUTES

MOVED Director McNabb, SECONDED Director Bartram, that the minutes of the regular Committee of the Whole meeting held July 13, 2010 be adopted.

CARRIED

FINANCE AND INFORMATION SERVICES

FINANCE

Bylaws No. 1607, 1608, & 1609 – To Establish Reserve Fund Bylaws for the San Pareil Water Service, the Drinking Water & Watershed Protection Service and the Area ‘G’ Community Parks Service.

MOVED Director Holme, SECONDED Director Bestwick, that "San Pareil Water Capital Reserve Fund Establishment Bylaw No. 1607, 2010" be introduced and read three times.

CARRIED

MOVED Director Holme, SECONDED Director Bestwick, that "San Pareil Water Capital Reserve Fund Establishment Bylaw No. 1607, 2010" be adopted.

CARRIED

MOVED Director Holme, SECONDED Director Bestwick, that "Drinking Water and Watershed Protection Reserve Fund Establishment Bylaw No. 1608, 2010" be introduced and read three times.

CARRIED

MOVED Director Holme, SECONDED Director Bestwick, that "Drinking Water and Watershed Protection Reserve Fund Establishment Bylaw No. 1608, 2010" be adopted.

CARRIED

MOVED Director Holme, SECONDED Director Bestwick, that "Electoral Area 'G' Community Parks Reserve Fund Establishment Bylaw No. 1609, 2010" be introduced and read three times.

CARRIED

MOVED Director Holme, SECONDED Director Bestwick, that "Electoral Area 'G' Community Parks Reserve Fund Establishment Bylaw No. 1609, 2010" be adopted.

CARRIED

REGIONAL AND COMMUNITY UTILITIES

ENGINEERING

Streetlighting Services - Proposed Expansion Policy.

MOVED Director Johnstone, SECONDED Director Ruttan, that the Board direct staff to prepare a policy that community streetlights under the jurisdiction of the RDN only be considered if located within Urban Containment Boundaries and/or Village Centres as determined by the Regional Growth Strategy.

CARRIED

MOVED Director Johnston, SECONDED Director Ruttan, that the policy provide for exceptions where the Board determines that streetlights may be necessary for security or safety reasons.

CARRIED

MOVED Director Johnston, SECONDED Director Ruttan, that streetlight standards incorporate a requirement for energy efficient "dark sky" fixtures.

CARRIED

WATER

Final Report - 2010 Toilet Replacement Incentive Program.

MOVED Director Westbroek, SECONDED Director Bartram, that the Board receive the Toilet Replacement Incentive Program Update report for information.

CARRIED

Bylaws No. 1605 & 1606 – To Establish the Whiskey Creek Water Service in a Portion of Area ‘F’ & Authorize Borrowing in Relation to the Service.

MOVED Director Biggemann, SECONDED Director Holdom, that the Board approve the acquisition of the Whiskey Creek Water System and adjustment of the 2011 water and sewer utilities budgets to include an additional utility technician position effective July 2011 to accommodate additional operation and maintenance requirements associated with the Whiskey Creek Water Service and the Nanoose Bay Peninsula Water Treatment Plant.

CARRIED

MOVED Director Biggemann, SECONDED Director Holdom, that the "Whiskey Creek Water Service Establishment Bylaw No. 1605, 2010" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Biggemann, SECONDED Director Holdom, that the "Whiskey Creek Water Service Loan Authorization Bylaw No. 1606, 2010" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

TRANSPORTATION AND SOLID WASTE SERVICES

SOLID WASTE

Solid Waste Disposal Service - Award of Contract for Bird Control at the Regional Landfill.

MOVED Director McNabb, SECONDED Director Holdom, that the Board award the contract for bird control services at the Regional Landfill to PK Bird Control Services for a period of two years commencing November 1, 2010 at a total cost of \$347,730.

CARRIED

Solid Waste Collection & Recycling Service - Review of Glass Drop-Off Options.

MOVED Director Burnett, SECONDED Director Johnston, that drop-off locations for non-deposit container glass be provided at the Church Road Transfer Station, the Parksville Bottle & Recycling Depot, the Nanaimo Recycling Exchange, Gabriola Island Recycling Organization and the Regional Landfill.

CARRIED

BUSINESS ARISING FROM DELGATIONS OR COMMUNICATIONS

Charles Verne, re Acquisition of Whiskey Creek Water Works – Request for Exemption from Parcel Tax and User Fees.

MOVED Director Biggemann, SECONDED Director McNabb, that this issue be referred back to staff for a report.

CARRIED

NEW BUSINESS

Transporting Animals in the Front Seat of Vehicles.

MOVED Director Holme, SECONDED Director Holdom, that staff prepare a resolution for AVICC for consideration by the Board regarding animals being transported in the front seat of vehicles.

CARRIED

ADJOURNMENT

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

CARRIED

TIME: 7:30 PM

CHAIRPERSON



KUN KEFUNKI	
CAO APPROVAL <i>[Signature]</i>	
EAP	
COW	
SEP 10 2010	
RHD	
BOARD	<i>[Checkmark]</i> Sept 21/10

MEMORANDUM

TO: C. Mason
Chief Administrative Officer

DATE: September 7, 2010

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

SUBJECT: Bylaw No. 1611, 2010 - 911 Call Answer Levy - A bylaw to recover the costs of providing 911 services by means of a call answer levy

PURPOSE:

To introduce for approval a bylaw to establish a call answer levy to recover the costs of providing 911 services in School District 68 and to require collection of the levy by telecommunications providers.

BACKGROUND:

The City of Nanaimo, the Cowichan Valley Regional District and the Regional District of Nanaimo have entered into an agreement to operate a 911 call answering service known as the Central Island 911 Service (CI911). The D68 E911 Service covers Electoral Areas A, B, C and the District of Lantzville.

The costs of the School District 68 based service are recovered in two ways. The cost of the Primary Safety Answering Point (PSAP) at the RCMP detachment in the City of Nanaimo is recovered by a monthly levy on landlines within the three jurisdictions. The levy is collected by the telephone provider and remitted to the City of Nanaimo who manages the service on behalf of the three jurisdictions. In School District 69 which obtains 911 services through the North Island 911 Corporation, cost recovery is entirely by property taxes. It is possible to implement a standalone call answer levy in District 69 and if this bylaw initiative is successful in School District 68, staff recommends reviewing the collection mechanism for School District 69.

The user fee collection mechanism was authorized by the Canadian Radio and Telecommunications Commission (CRTC) in the late 1990's. However, the call answer levy authorized by the CRTC applies only to an incumbent (ie. Telus) or a Competitive Local Exchange Carrier (CLEC). CLEC providers have purchased access to an incumbent's telecommunications network.

911 systems also operate and maintain Secondary Safety Answering Points (SSAP), which dispatch local government fire departments for emergencies requiring fire and rescue services. The costs of SSAP services are currently recovered in the Central Island through property taxation. The Central Island 911 members have stated their objective of recovering all costs of providing a 911 service through a user fee which would be collected through telephone bills.

The telecommunications environment has changed considerably and now includes digital services as well as wireless services. Neither of these services are governed by the original CRTC regulation and the CRTC has advised 911 service providers that there will be no further regulation requiring wireless or digital service providers to provide a similar collection service. There is nothing to prevent 911 providers entering into collection agreements with those alternative telecommunication providers to do so, however, to date all such attempts by the CI911 service have been unsuccessful. The response of alternative providers has been that they are prepared to collect call answer levies only where there is a Provincial regulation in place for that purpose.

The Operating Committee of the CI911 service has been exploring for several years two issues related to cost recovery. The first and foremost is the authority to have all telecommunications providers collect a call answer levy and the second is to have a call answer levy rate which is sufficient to cover all of the costs of providing the 911 service (the costs of both the PSAP and SSAP services). Numerous attempts have been made by the CI911 jurisdictions to have the Province of BC implement a provincial regulation requiring all telecommunication providers to collect a 911 call answer levy but to date this option has not been successfully implemented. In consultation with legal counsel, it has been determined that local governments have the authority to require telecommunications providers who wish to provide access to the local government 911 call answering service, to collect a call answer levy on our behalf. The bylaw attached to this report has been prepared for that purpose.

ALTERNATIVES:

1. Approve the bylaw as presented.
2. Approve the bylaw with a call answer levy rate of \$0.47 cents.
3. Take no further action at this time.

FINANCIAL IMPLICATIONS:

Alternative 1

The current call answer levy rate is \$0.47 cents per month per landline telephone number or \$5.65 per year. Of that amount \$0.07 cents is retained by the telecommunications company to cover their collection and administration costs. The levy is currently assessed on approximately 108,000 telephone subscribers monthly and the collected revenues provide about a breakeven recovery for the Primary Safety Answering Point (PSAP) costs (2011 budget requirement is \$536,000). Budget projections identify that the current rate will need to be increased in a year or two, in order to maintain cost recovery for this part of the 911 system.

Ideally, all of the costs of the 911 service (both PSAP and SSAP costs) would be recovered by a call answer levy and the taxation levy would be eliminated. Total 911 dispatching and administration costs are approximately \$1.5 million dollars.

Staff estimate that there may be 75,000 additional subscribers in the wireless and digital service sectors. Applying a call answer levy to those additional subscribers would result in a full cost recovery rate between \$0.65 and \$0.68 per month per telephone number. The proposed bylaw establishes a call answer rate of \$0.75 per month per subscriber, from which the provider retains a fee of \$0.07 per month per subscriber to cover the providers' costs of collection and administration. The revised annual cost would be \$9.00 per year per telephone number.

The Regional District raises about \$85,000 in property taxes, from which it pays its share of 911 fire dispatch call answering costs in the amount of approximately \$65,400. The remainder of the levy covers Regional District only costs for locating radio equipment on a tower on Gabriola Island, radio frequency licenses, equipment replacement reserve fund contributions and internal GIS charges to provide addressing and mapping information to the City of Nanaimo’s fire dispatch center. If the full cost recovery call answer levy was implemented the property tax levy in School District 68 would be reduced by about 75%.

The potential change for persons with landlines and/or cell phones and property owners is shown in the table below:

\$350,000 property value	\$0.47 per month subscriber number	\$0.75 per month subscriber number
Annual user fee	\$ 5.65 - landline \$ 0.00 - cell phone	\$ 9.00 - landline \$ 9.00 - cell phone
Property Tax Levy	\$ 7.00	\$ 1.75

Alternative 2

If the current rate is not amended there will be a continuing need for a property tax levy. Assuming simply the addition of wireless user revenues, staff estimate that the property tax levy in School District 68 could be reduced to about \$62,000 annually from \$85,000 annually.

The potential change for persons with landlines and/or cell phones and property owners is shown in the table below:

\$350,000 property value	\$0.47 per month subscriber number	\$0.47 per month subscriber number
Annual user fee	\$ 5.65 - landline \$ 0.00 - cell phone	\$ 5.65 - landline \$ 5.65 - cell phone
Property Tax Levy	\$ 7.00	\$ 5.25

The most significant concern with this approach is, if the full cost recovery initiative is not supported by all three jurisdictions it will result in different rates being charged in different parts of the service area – which is likely to be quite difficult to manage from the telecommunications providers’ perspective, and from a local government communications and equity prospective.

Alternative 3

As existing landline customers move to digital telephone services or go completely wireless, call answer user fee revenues will predictably decline. This will require that the current user rate be increased or additional taxation will be necessary to make up the difference. Unless the user base is expanded, some “users” of the 911 service will pay more for 911 services and others will continue to pay little or nothing.

As noted above, attempts have been made by the CI911 jurisdictions to have the Province of BC require all telecommunication providers to collect a 911 call answer levy but to date this option has not been successfully implemented. The only alternative to implement and collect a user fee which meets the objectives of the members of the CI911 service, is a local government bylaw which applies to all

telecommunications providers. Bylaw No. 1611 broadens the application of the call answer levy and increases the rate so that all costs of the 911 service are paid for by a “user fee”.

SUMMARY/CONCLUSIONS:


The Central Island 911 members have stated their objective of recovering all costs of providing a 911 service through a user fee which would be collected through telephone bills. To this end the Operating Committee of the Central Island 911 Service has been reviewing the implications of new types of telephone service on the current 911 call answer levy. The current telephone levy covers the costs of the RCMP call taking center only and only applies to landline type telephone services. Wireless providers, despite numerous attempts, do not collect the call answer levy.

In consultation with our legal counsel it has been determined that local governments have the authority to require telecommunications providers who wish to access our 911 call answering service, to collect the call answer levy on our behalf. Bylaw No. 1611 attached to this report establishes a call answer levy in the amount of \$0.75 per month per telephone subscriber (includes all sectors of subscribers) which will fully cover all of the costs of operating the Central Island 911 service. The bylaw will require telecommunications providers to enter into an agreement to collect the call answer levy through subscriber bills and will permit them to retain a fee of \$0.07 per month per subscriber line to cover their costs of collection and administration.

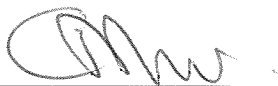
From a customer perspective, the new rate structure will be somewhat more expensive than the current combination of call answer levy and property taxes, however, it is the best match relative to the principle of user pay.

RECOMMENDATIONS:

1. That “911 Call Answer Levy Bylaw No. 1611, 2010” be introduced and read three times.
2. That “911 Call Answer Levy Bylaw No. 1611, 2010” be held for adoption in coordination with the City of Nanaimo and the Cowichan Valley Regional District.



for Report Writer



CAO concurrence

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1611

**A BYLAW TO PROVIDE FOR THE RECOVERY OF COSTS OF PROVIDING
911 SERVICE IN THE REGIONAL DISTRICT OF NANAIMO
BY MEANS OF A CALL ANSWER LEVY**

WHEREAS the Regional District of Nanaimo established the District 68 E-911 Call Service pursuant to Bylaw No. 887, cited as “Regional District of Nanaimo District #68 E-911 Extended Service Area Establishment Bylaw No. 887, 1993”;

AND WHEREAS the Regional District of Nanaimo delivers the District 68 E-911 Call Service by way of an agreement, known as the Central Island 911 Service Agreement, with the Cowichan Valley Regional District and the City of Nanaimo;

AND WHEREAS pursuant to Section 363 of the *Local Government Act* a regional district may, by bylaw, impose a fee payable in respect of all or part of a service of the regional district;

AND WHEREAS it is deemed necessary to recover the costs of providing the Call Answer Centre service in the Regional District of Nanaimo by means of a call answer levy;

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

1. Interpretation

In this Bylaw:

"911 Network" means that telephone system operating on a province-wide network platform with enhanced features, including but not limited to automatic location identification, automatic number identification, and selective routing and transfer, to facilitate appropriate emergency response;

"911 Emergency Calling Service Agreement" means an agreement, substantially in the form attached to this Bylaw as Schedule "B", under which a Participating Telecommunications Operator agrees to provide access to the Call Answer Centre to its customers, and to provide billing and collection services in relation to the Call Answer Levy.

"Billing and Collection Fee" means the portion of the Call Answer Levy that a Telecommunications Operator may retain as compensation for the services provided to the Regional District pursuant to this Bylaw, including the collection of the Call Answer Levy from Connected Customers, remittance of the required amount to the Regional District, remittance of applicable taxes to the appropriate agencies, and providing the required monthly reports to the Regional District;

"Bylaw"	means this bylaw, including its schedules
"Call Answer Centre"	means the 911 call answering and emergency response dispatch functions, within the 911 Network, provided in the Emergency Service Zone by the Regional District through Central Island 911;
"Call Answer Levy"	means the monthly fee to be paid by each Connected Customer, prescribed in Schedule "A" attached to this Bylaw;
"Central Island 911"	means, the Call Answer Centre service provided by the City of Nanaimo, Cowichan Valley Regional District, and Regional District of Nanaimo.
"Regional District"	means the Regional District of Nanaimo;
"Connected Customer"	means: <ul style="list-style-type: none">(i) a customer of a Participating Telecommunications Operator who is assigned a telephone number for which the central office code (NXX) is associated with the Emergency Service Zone;(ii) where the service referred to in subparagraph (i) is billed as a centrex service, each working telephone number; or(iii) with respect to each and every telephone number obtained, a Reseller who obtains the services mentioned in subparagraph (i), or (ii);
"Emergency Service Zone"	means the area within the boundaries of the Regional District of Nanaimo within School District 68, excluding the area within the boundaries of the Regional District of Nanaimo;
"Local Exchange Carrier"	means a provider of Local Telephone Services that is recognized as an incumbent local exchange carrier or a competitive local exchange carrier by the Canadian Radio-television and Telecommunications Commission pursuant to the <i>Telecommunications Act</i> (Canada);
"Local Telephone Service"	means a telecommunications service that provides voice access to the public switched telephone network for the purpose of making and receiving telephone calls and that is capable of being used to dial 911;

"Participating Local Exchange Carrier"	means a Local Exchange Carrier that provides access to the Call Answer Centre through a 911 Emergency Calling Service Agreement;
"Participating Telecommunications Operator"	means a Participating Local Exchange Carrier or Participating Wireless Service Provider;
"Participating Wireless Service Provider"	means a Wireless Service Provider that provides access to the Call Answer Centre through a 911 Emergency Calling Service Agreement;
"Reseller"	means a person who rents telecommunications services or circuits from a Local Exchange Carrier or a Wireless Service Provider and resells them to individual users;
"Single Call Fee"	means the fee per 911 emergency call, prescribed in Schedule "A" attached to this Bylaw, to be paid by a Telecommunications Operator that has not entered into a 911 Emergency Calling Service Agreement;
"Telecommunications Operator"	means a Local Exchange Carrier or a Wireless Service Provider;
"Wireless Service Provider"	means a telecommunications carrier licensed to provide wireless communications services pursuant to the <i>Radiocommunication Act</i> (Canada);

2. 911 Emergency Calling Service Agreement

- (1) Every Telecommunications Operator that provides its customers with access to the Call Answer Centre must:
 - (a) enter into a 911 Emergency Calling Service Agreement; or
 - (b) pay for access on a fee-per-call basis in accordance with Section 4.
- (2) Where a Telecommunications Operator, as of the effective date of this Bylaw, provides access to the Call Answer Centre to its customers, and provides billing and collection services in relation to the Call Answer Levy through an existing agreement with Central Island 911, Section 2(1) shall not apply to that Telecommunications Operator so long as such existing agreement remains valid and in force.

3. Call Answer Levy

- (1) The Call Answer Levy is hereby established to recover the Regional District's costs in connection with the provision of services in relation to the Call Answer Centre.
- (2) Subject to Subsection (5), every Connected Customer is required to pay the Call Answer Levy.
- (3) Every Participating Telecommunications Operator is required to charge its Connected Customers the Call Answer Levy.
- (4) Every Participating Telecommunications Operator must within thirty (30) days after the end of each month for which services are provided to Connected Customers:
 - (a) remit to the Regional District all Call Answer Levy amounts required to be charged pursuant to Subsection (3) for the month whether or not the amounts were collected, less the Billing and Collection Fees; and
 - (b) provide to the Regional District a statement of the number of the Participating Telecommunications Operator's working lines and telephone numbers for which a Call Answer Levy was payable for the month.
- (5) The Call Answer Levy payable by a Connected Customer for service of less than a full month shall be prorated based on a thirty (30) day month, and the Billing and Collection Fee shall be prorated in the same proportion.
- (6) All amounts remaining unpaid by a Participating Telecommunications Operator after the thirty (30) day period referred to in Subsection (4) are subject to interest at the rate of 1% per month, compounded monthly.

4. Fee-Per-Call Access

- (1) Where a Telecommunications Operator wishes to provide access to the Call Answer Centre to its customers but declines to enter into a 911 Emergency Calling Service Agreement, the Telecommunications Operator must:
 - (a) pay to the Regional District the Single Call Fee for every 911 emergency call placed in the Emergency Service Zone by a customer of the Telecommunications Operator;
 - (b) remit to the Regional District payment for every Single Call Fee incurred under Subsection 4(1)(a) within thirty (30) days of invoicing by the Regional District.
- (2) Every Single Call Fee incurred under Subsection 4(1)(a) shall constitute a debt due to the Regional District. Single Call Fees remaining unpaid after the thirty (30) day period referred to in Subsection 4(1)(b) are subject to interest at the rate of 1% per month, compounded monthly.

5. **Commencement**

This bylaw shall be effective as of December 1, 2010.

6. **Repeal**

Regional District of Nanaimo District #68 E-911 Extended Service Fees and Charges Bylaw No. 1159, 1999 is repealed effective ↙

7. **Citation**

This bylaw may be cited for all purposes as the “911 Call Answer Levy Bylaw No. 1611, 2010”.

Introduced and read three times this 21st day of September, 2010.

Adopted this day of , 2010

Chairperson

Sr. Mgr, Corporate Administration

Chairperson

Sr. Mgr., Corporate Administration

Call Answer Levy

1. The Call Answer Levy is \$0.75 per Connected Customer per month.
2. The Billing and Collection Fee portion of the Call Answer Levy is \$0.07 per Connected Customer per month.
3. The Single Call Fee is \$30.00 per 911 emergency call.

Chairperson

Sr. Mgr., Corporate Administration

911 EMERGENCY CALLING SERVICE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20__.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Rd.
Nanaimo, B.C. V9T 6N2

(the "**Regional District**")

OF THE FIRST PART

AND:

*

(the "**Telecommunications Operator**")

OF THE SECOND PART

WHEREAS:

- A. The Regional District provides the service of a Call Answer Centre to enable its citizens to access emergency services through the 911 Network;
- B. The Telecommunications Operator wishes to provide its customers with access to the Call Answer Centre;
- C. The Regional District, by bylaw, requires that if the Telecommunications Operator wishes to provide its customers with access to the Call Answer Centre, the Telecommunications Operator may enter into an agreement with the Regional District establishing the terms and conditions of service, including the billing and collection of the Call Answer Levy;

NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the terms and conditions hereinafter contained, the sufficiency and receipt of which are hereby acknowledged, the parties covenant and agree each with the other as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purpose of this Agreement:

“Accounts Receivable” means the amounts that are owed to the Regional District by Connected Customers through the imposition of the Call Answer Levy;

“Agreement” means this agreement, including its recitals;

“Automatic Location Identification” or **“ALI”** means the 911 Network’s capability to automatically identify the location of the telephone being used by the caller and to provide a display of the location at the Call Answer Centre, and in the case of wireless telephone service, means the 911 Network’s capability to automatically identify the location of the Cell Site/Sector that captured a 911 call and to provide a display of the location at the Call Answer Centre;

“Automatic Number Identification” or **“ANI”** means the 911 Network’s capability to automatically identify the 10-digit calling telephone number and to provide a display of that number at the Call Answer Centre;

“911 Network” means that telephone system operating on a province-wide network platform with enhanced features, including but not limited to automatic location identification, automatic number identification, and selective routing and transfer, to facilitate appropriate emergency response;

“911 Network Database” means the database operated by the 911 Network Service Provider that contains street names, addresses, routing codes and other data required for the management of Selective Routing and Transfer, ALI and ANI;

“911 Network Street Address Database” means the database operated by the Telecommunications Operator that contains street names, address ranges, routing codes and other data required for the management of ALI and ANI;

“911 Network Service Provider” means the ILEC that provides Emergency Calling Service to the Call Answer Centre pursuant to a tariff or agreement through which access to the Emergency Calling Service is made available;

“Billing and Collection Fee” means the portion of the Call Answer Levy, as prescribed in the Bylaw, that the Telecommunications Operator may retain as compensation for the services provided to the Regional District pursuant to the Bylaw and this Agreement, including the collection of the Call Answer Levy from Connected Customers, remittance of the required amount to the Regional District, remittance of applicable taxes to the appropriate agencies, and providing the required monthly reports to the Regional District;

“Bylaw” means the Regional District of Nanaimo’s “911 Call Answer Levy Bylaw No. 1611, 2010”, and any amendments thereto;

“Call Answer Centre” means the 911 call answering and emergency response dispatch functions, within the 911 Network, provided in the Emergency Service Zone by the Regional District through Central Island 911;

“Call Answer Levy” means the monthly fee to be paid by each Connected Customer, as prescribed in the Bylaw;

“Cell Site/Sector” means an element of wireless network infrastructure at which wireless telecommunications signals are received and transmitted, most often associated with a tower structure. At any given tower structure (or equivalent infrastructure location), a single network element may be installed to operate omni-directionally, in which case one refers to a Cell Site, or multiple network elements may be installed to each operate in a particular cardinal direction, in which case one refers to multiple Cell Sectors;

“Central Island 911” means, the Call Answer Centre service provided by the City of Nanaimo, Cowichan Valley Regional District and Regional District of Nanaimo;

“Commission” or **“CRTC”** means the Canadian Radio-television and Telecommunications Commission and its successors;

“Connected Customer” means:

- (i) a customer of the Telecommunications Operator who is assigned a telephone number for which the central office code (NXX) is associated with the Emergency Service Zone;
- (ii) where the service referred to in subparagraph (i) is billed as a centrex service, each working telephone number; or
- (iii) with respect to each and every telephone number obtained, a Reseller who obtains the services mentioned in subparagraph (i), or (ii);

“Emergency Calling Service” or **“ECS”** means the 911 Network emergency calling service or system that provides each end user subscriber with three digit dial access (911) to Emergency Response Agencies through the Call Answer Centre;

“Emergency Response Agency” or **“ERA”** means a communication centre to which emergency calls are transferred from the Call Answer Centre, and which is responsible for dispatching one of the three types of emergency personnel and apparatus (emergency medical, fire or law enforcement);

“Emergency Service Routing Digits” or **“ESRD”** means a network-based 10-digit routable, non-dialable telephone number used to uniquely identify a Cell Site/Sector. The ESRD is used by the 911 Network to route the call to the appropriate Call Answer Centre. The ESRD must be unique and must not be a telephone number assigned to an end user subscriber;

“Emergency Service Zone” means the area within the boundaries of School District 68 of the Regional District of Nanaimo, excluding the city of Nanaimo;

“Exchange Service” means any local telecommunications service offered directly or indirectly by the Telecommunications Operator to its end user subscribers that is capable of outward dialing;

"Force Majeure" means any event or circumstance excluding lack of funds not within the reasonable control of the party claiming the Force Majeure which prevents or delays that party from meeting an obligation hereunder and including:

- (a) acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides;
- (b) strikes, lockouts and other industrial disturbances;
- (c) epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience;
- (d) acts or omissions of federal, provincial or local governments (other than the Regional District of Nanaimo) or any of their boards or agencies (other than boards or agencies of the Regional District of Nanaimo), including delays of regulatory process and orders of a regulatory authority or Court of competent jurisdiction; and
- (e) explosion, fires or mechanical breakdowns.

"Incumbent Local Exchange Carrier" or **"ILEC"** means the company that operates the 911 Network platform or switching station which connects to the Call Answer Centre, being Telus Communications Inc., its successors or assigns;

"Interconnection Agreement" means an agreement between the Telecommunications Operator and the ILEC that enables the Emergency Calling Service to connect to the Call Answer Centre;

"Reseller" means a person who rents telecommunications services or circuits from the Telecommunications Operator and resells them to individual users;

"Selective Routing and Transfer" means a feature that automatically routes a 911 call to the appropriate Call Answer Centre and facilitates the transfer of the 911 call to the appropriate ERA based upon the ALI of the caller;

1.2 Gender, Number and Other Terms

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a corporate entity include individuals and vice versa.

1.3 Reference to Enactments

Unless otherwise stated, any reference to an enactment includes and is a reference to such enactment including amendments thereto and in force from time to time, and to any enactment that may be passed which supplements or supersedes such enactment.

1.4 No Contra Proferentum

The language in all parts of this Agreement shall in all cases be construed as a whole and neither strictly for nor strictly against either of the parties to this Agreement.

1.5 Currency

Except where otherwise expressly provided, all monetary amounts in this Agreement are stated and shall be paid in Canadian currency.

1.6 Governing Law and Attornment

This Agreement shall be governed by and construed in accordance with the law of British Columbia and the law of Canada applicable therein and all disputes and claims whether for damages, specific performance, injunction, declaration or otherwise, both at law and equity, arising out of, or in anyway connected with this Agreement will be referred to the Courts of British Columbia and each of the parties hereby attorns to the jurisdiction of the Courts of British Columbia.

1.7 Cross-References

Unless otherwise stated, a reference in this Agreement to a designated article, Section, subsection, paragraph or other subdivision or to a schedule is to the designated article, Section, subsection, paragraph or other subdivision of, or schedule to this Agreement.

1.8 Approval

A requirement in this Agreement that a party provide approval or consent means that approval is not to be unreasonably withheld or delayed unless the paragraph specifies that the approval is to be in the sole discretion of a party, in which case approval is to be in the exclusive, complete and unfettered discretion of the party.

2.0 SERVICE DESCRIPTION

2.1 The Telecommunications Operator shall supply an ECS that provides each Connected Customer with the well-recognized three-digit (911) telephone access to emergency services through the Call Answer Centre. The Telecommunications Operator shall provide each Connected Customer access to the 911 code from each of its central offices.

2.2 The ECS supplied under Section 2.1 must be provided to each Connected Customer connected to the Telecommunications Operator's network through any of the Telecommunications Operator's Exchange Services.

3.0 OBJECT OF SERVICE

3.1 In accordance with paragraph 286 of Telecom Decision CRTC 97-8, or any amendments thereto or superceding decisions of the Commission, as well as all legislation and regulations that may be applicable from time to time, the Regional District and the Telecommunications Operator wish to provide appropriate terms and conditions in order to make ECS available to each Connected Customer of the Telecommunications Operator in the Emergency Service Zone.

4.0 CONDITIONS OF SERVICE

4.1 The Telecommunications Operator agrees to:

- (a) Make ECS accessible to all Connected Customers in the Emergency Service Zone;

- (b) Provide ECS in accordance with the requirements of Section 5 through the network of the 911 Network Service Provider to the Call Answer Centre;
- (c) Provide ALI and ANI data, routing and other data by way of the 911 Network Service Provider to the Regional District at the Call Answer Centre and such Emergency Response Agencies as are deemed appropriate by the Regional District and the Telecommunications Operator;
- (d) Provide to the Regional District at the Call Answer Centre a telephone number that is accessible on a 24 hour-per-day, 365 day-per-year basis, for purposes of reporting trouble with the ECS;
- (e) Provide to the Regional District a facsimile number or alternative address such as email, or both, for purposes of dealing with problems with information as to Connected Customers and the 911 Network Street Address Database, and updating such information as required;
- (f) Operate, maintain and update a 911 Network Street Address Database in respect of its Connected Customers; and
- (g) Be responsible for any other requirements that are not specifically identified in this Agreement that are necessary to fulfil the requirement set out in Section 4.1(a).

4.2 The Regional District agrees to:

- (a) Provide and operate the Call Answer Centre on a 24 hour-per-day, 365 day-per-year basis. Answering and handling of emergency calls, along with any emergency response, are the responsibility of the Regional District and beyond the scope of the services to be provided by the Telecommunications Operator;
- (b) Provide, operate and manage the personnel and the equipment, including terminal equipment, required to receive and process all emergency calls directed to the Call Answer Centre;
- (c) Coordinate participation of all Emergency Response Agencies in the Emergency Service Zone with respect to ECS, including:
 - (i) Ensuring the involvement of the Emergency Response Agencies;
 - (ii) Providing and validating, as reasonably required by the Telecommunications Operator, all geographical data, including street names and addresses, associated with the Emergency Service Zone;
 - (iii) Informing the Telecommunications Operator as soon as reasonably possible of all changes that may occur in the geographical data referred to in Subsection 4.2(c)(ii);

- (d) Provide and maintain access to fire, law enforcement and emergency medical services within the Regional District, and provide the address, contact, telephone and facsimile numbers of these services to the Telecommunications Operator. Subject to Section 4.2(e) of this Agreement, the Regional District will inform the Telecommunications Operator of any changes to this information by notice in writing;
- (e) Provide the Telecommunications Operator with a minimum of ninety (90) days written notice of an intended change in the location of the Call Answer Centre or the boundaries of the Emergency Service Zone;
- (f) Be responsible for any other requirements that are not specifically identified in this Agreement that are necessary to fulfil the requirement set out in Section 4.2(a).

4.3 The Regional District may contract with a third party for the management and operation of the Call Answer Centre but in such event, the Regional District shall remain responsible for all aspects of the operation of the Call Answer Centre and shall not be relieved of any of its obligations under this Agreement.

5.0 EMERGENCY CALLING SERVICE FEATURES

5.1 The ECS provided by the Telecommunications Operator shall, subject to Section 5.2, permit the utilization of typical 911 features including, without limitation, ANI, ALI and Selective Routing and Transfer.

5.2 It is understood and agreed by the parties that the availability and reliability of ECS features depend on:

- (a) The terminal systems and the operating mode selected for the Call Answer Centre and Emergency Response Agencies;
- (b) The type of Exchange Service and the equipment or telephone systems from which 911 calls originate;
- (c) The accuracy of the geographical data, which itself is dependent upon the information provided by various sources (for example, the Telecommunications Operator, the Regional District, the 911 Network Service Provider, other telecommunications carriers, and Connected Customers); and
- (d) The characteristics and reliability of the service provided by the 911 Network Service Provider, to the extent that the Telecommunications Operator's participation in providing ECS is dependent upon the 911 Network Service Provider.

6.0 CONFIDENTIALITY

6.1 The Telecommunications Operator will provide information to the 911 Network Service Provider, on a call-by-call basis, including such information as the name, telephone number, class of service and location shown on the Telecommunications Operator's records as the address for the Exchange Service from which the 911 call is placed. The information, if confidential, shall be provided to the 911 Network Service Provider, on a confidential basis, for the sole purpose of responding to 911 emergency calls.

- 6.2 The information consisting of names, addresses and telephone numbers of any Connected Customers whose listings are not published in directories or listed in the 911 Network Service Provider's directory assistance records is confidential. The Telecommunications Operator acknowledges and agrees on its own behalf and on behalf of its Connected Customers that any individual placing a 911 emergency call waives the right to confidentiality to the extent that the name, telephone number, class of service and physical service location associated with the originating telephone are furnished to the parties involved in providing or responding to ECS.
- 6.3 Any information including any and all written documentation provided by the Telecommunications Operator to the Regional District, its employees, servants, agents, assigns or contractors pertaining to the design, development, implementation, or operation and maintenance of ECS is confidential, and will be provided by the parties only to such persons who have a need to know for the purposes of this Agreement. The Regional District will not permit any of its employees, servants, agents, assigns or contractors to use, disclose, duplicate or otherwise copy any such confidential information for any purpose whatsoever, except as may be required by any such employees, servants, agents, assigns or contractors with a need to do so for the purposes of providing ECS or enabling an ERA to respond to a 911 emergency call, or as required by law.
- 6.4 Confidential information regarding ANI and ALI and associated information of the Telecommunications Operator's Connected Customers will be provided to the Call Answer Centre and ERAs as directed by the Regional District solely for the purpose of enabling the Call Answer Centre and ERAs to verify the location from which the 911 emergency call is placed and for the purpose of associating a 911 emergency call with a physical address. The Regional District, the Call Answer Centre and the ERAs shall not use, disclose or duplicate such information for any other purpose whatsoever, except as required by law.
- 6.5 The Regional District will retain the information regarding ANI and ALI and associated confidential information in confidence and will treat such confidential information with the greater of (i) the same degree of care that it employs for the protection of its own confidential information or (ii) a reasonable degree of care, and will not permit disclosure of such confidential information except to employees, servants, agents, assigns or contractors, including the Call Answer Centre and ERAs, where there is a need to know for purposes of providing ECS or responding to a 911 emergency call, or as required by law.
- 6.6 Confidential information shall not include, and neither party shall be under any obligation to maintain in confidence, any information disclosed to it by the other party to the extent that such information:
- (a) is in the public domain at the time of disclosure;
 - (b) following disclosure becomes generally known or available through no action or omission on the part of the receiving party;
 - (c) is furnished to others by the disclosing party without restriction on disclosure;
 - (d) is known, or becomes known, to the receiving party from a source other than the disclosing party provided that disclosure by such source is not in breach of a confidentiality agreement with the disclosing party; or
 - (e) is independently developed by the receiving party without violating any of its obligations under this Agreement.

6.7 The Telecommunications Operator and the Regional District shall abide by all applicable federal and provincial legislation with respect to the protection of privacy in effect from time to time.

7.0 QUALITY OF ECS SERVICE

7.1 The Telecommunications Operator agrees to install and operate an Emergency Calling Service in a manner that meets or exceeds the quality standards generally accepted in North America for such services.

7.2 The Telecommunications Operator shall use reasonable efforts to restore service as quickly as possible on a priority basis should there be any interruption, delay, mistake or defect in transmission or in its facilities.

8.0 QUALITY OF CALL ANSWER CENTRE SERVICE

8.1 The Regional District shall implement and ensure the operation of the Call Answer Centre in a manner that meets or exceeds the quality standards generally accepted in North America for such services.

9.0 IMPLEMENTATION SCHEDULE

9.1 The Telecommunications Operator and the Regional District agree that the implementation of ECS within the Emergency Service Zone will be carried out pursuant to an implementation schedule to be mutually agreed to by the Telecommunications Operator, the Regional District and the 911 Network Service Provider in writing and which may be changed from time to time by agreement of the parties.

10.0 BILLING AND COLLECTION AUTHORIZATION

10.1 The Regional District represents and warrants to the Telecommunications Operator that it has the authority to designate the Telecommunications Operator as an agent of the Regional District to perform the billing and collection functions described in this Agreement on behalf of the Regional District.

10.2 The Regional District hereby expressly authorizes the Telecommunications Operator to act as the Regional District's agent to perform the billing and collection functions described in this Agreement and to refer orally or in writing to the Regional District's name to explain the nature of the Call Answer Levy billed and collected by the Telecommunications Operator as agent for the Regional District.

11.0 CALL ANSWER LEVY BILLING PROCEDURES

11.1 Each month, the Telecommunications Operator may bill its Connected Customers, in the monthly bill for telecommunications products and services provided by the Telecommunications Operator, the amount of the Call Answer Levy or some portion thereof in respect of that month. The monthly bill may identify the amount of the Call Answer Levy or portion thereof so billed as a separate charge and the bill may also indicate that the Telecommunications Operator is billing the Call Answer Levy or portion thereof as an agent for the Regional District.

11.2 Notwithstanding any decision by the Telecommunications Operator only to bill part of the Call Answer Levy to its Connected Customers or any subset thereof, or not to bill any part of the Call

- 11.3 Answer Levy to those customers or any subset thereof in any given month, the Telecommunications Operator shall be deemed to have billed the full amount of the Call Answer Levy to its Connected Customers every month and the Telecommunications Operator shall owe and be responsible for remitting to the Regional District the amounts described in Section 12.1 in the manner and according to the timing described therein.
- 11.4 If the Telecommunications Operator commits any errors in the establishment of the monthly bill, its responsibility to correct said error is limited to bringing the necessary correction to the next bill or summary and remitting amounts due to the Regional District as set out in Section 12.1.

12.0 CALL ANSWER LEVY REMITTANCE

- 12.1 The Telecommunications Operator agrees to remit to the Regional District or its assignee, within 30 days after the end of the month for which the Call Answer Levy was billed by the Telecommunications Operator:
- (a) the Call-Answer Levy multiplied by the number of Exchange Services serviced by the Telecommunications Operator, for Connected Customers within the Emergency Service Zone, at the time of billing; less
 - (b) the Billing and Collection Fee multiplied by the number of Exchange Services serviced by the Telecommunications Operator, for Connected Customers within the Emergency Service Zone, at the time of billing.
- 12.2 The Regional District may assign its rights to the amounts described in Section 12.1 to the Call Answer Centre or other appropriate entity, provided that the Regional District gives to the Telecommunications Operator at least sixty (60) days written notice of its intention to assign the rights to the Call Answer Centre or other appropriate entity. Upon the expiration of the notice period, the Telecommunications Operator will remit the amounts indicated in Section 12.1 to the Call Answer Centre or other appropriate entity until otherwise indicated in writing by the Regional District.
- 12.3 The Regional District represents and warrants that it has the authority to sell, assign, transfer and set over unto the Telecommunications Operator all rights, title and interests in any Accounts Receivable with respect to the Call Answer Levy owed by Connected Customers each month, and subject to the Telecommunications Operator's obligations set out in Section 12.1 hereby sells, assigns, transfers and sets over all such rights, title and interests in the Accounts Receivable to the Telecommunications Operator.
- 12.4 All amounts remaining unpaid by the Telecommunications Operator to the Regional District or its assignee by the date set out in Section 12.1 will carry interest at the rate prescribed in the Bylaw.

13.0 TELECOMMUNICATIONS OPERATOR RIGHTS AND OBLIGATIONS

- 13.1 The Telecommunications Operator has the right to do all lawful acts necessary to protect and maintain the value of its interests relative to the Call Answer Levy identified in this Agreement.

14.0 TAXES

- 14.1 The Regional District is responsible for informing the Telecommunications Operator of all applicable taxes and the rates in respect thereof which must be applied to the Call Answer Levy. The Telecommunications Operator shall bill the taxes to its Connected Customers and shall remit such taxes to the appropriate authorities. The Regional District agrees to save the Telecommunications Operator harmless from any claims arising in connection with the remittance of such taxes, subject to exceptions as described in Section 16.2.

15.0 REPORTING

- 15.1 At the same time that the Telecommunications Operator remits the amount required under Section 12.1, the Telecommunications Operator will remit to the Regional District or its assignee a report indicating the amount billed with respect to the Call Answer Levy for the Regional District and the Billing and Collection Fee charged to the Regional District. Taxes, levies or duties or similar charges, where applicable, will be itemized separately.
- 15.2 Reports submitted by the Telecommunications Operator under Section 15.1 will be considered accurate, unless the Regional District advises the Telecommunications Operator of errors within ninety (90) days of the end of the fiscal year in which the reports were submitted. The Regional District may have these reports verified by auditors of its choice at the Regional District's expense. The Regional District acknowledges that the information upon which the reports are based changes constantly and cannot be retained by the Telecommunications Operator.
- 15.3 If the parties identify an error in a payment made under Section 12.1, they will establish the correct amount and render compensation if due. The party who is owed, if there is one, will be reimbursed by making adjustments to the amount of the next remittance, whether the amounts are due to the Regional District or to the Telecommunications Operator.

16.0 LIABILITY AND INSURANCE

- 16.1 The Telecommunications Operator's liability to its Connected Customers for the performance of its obligations pursuant to this Agreement shall be subject to and governed by the Telecommunications Operator's general terms of service.
- 16.2 The Regional District agrees to indemnify and save harmless the Telecommunications Operator from and against any and all losses, claims, demands, actions, costs and damages including reasonable legal fees and disbursements (hereinafter collectively referred to as "**Claims**") arising directly or indirectly from any act or omission of the Regional District, or the reasonable acts or omissions of the Telecommunications Operator as the Regional District's billing and collection agent in connection with the provision of services or facilities to be provided on behalf of the Regional District pursuant to this Agreement, and undertakes to defend any legal action arising from such Claims at its own cost. Notwithstanding the foregoing, the Regional District shall not be responsible to the extent that any Claims were caused or contributed to by the negligence, gross negligence, or willful misconduct by or on behalf of the Telecommunications Operator, and the Telecommunications Operator shall be responsible for, and indemnify the Regional District from and against the consequences of the negligence, gross negligence, or willful misconduct by or on behalf of the Telecommunications Operator.

16.3 During the term of this Agreement, each of the Regional District and the Telecommunications Operator shall maintain sufficient insurance to cover its respective obligations under this Agreement and shall provide evidence of the same to the other party hereto upon request.

17.0 TERM AND RENEWAL

17.1 This Agreement shall be effective as of the date shown on page one of this Agreement and continue for a term of five (5) years.

17.2 The term of this Agreement shall be automatically renewed and extended and remain effective for successive further periods of one (1) year each unless one party gives to the other at least six (6) months written notice of the termination prior to the end of the initial term or any renewal period.

17.3 If either party materially breaches this Agreement, the party not in breach may give to the other party written notice specifying the breach and, if within a period of seven (7) days the breach is not remedied, or, in the case of a breach which cannot reasonably be remedied within such period, the party not in breach has not accepted a schedule for remedying the breach, the party not in breach may, by a further written notice, terminate this Agreement immediately without penalty.

17.4 Notwithstanding Sections 17.1 and 17.2, if the 911 Network Service Provider ceases or gives notice of its intention to cease to provide 911 Network service to the Regional District, or in the event of the Telecommunications Operator ceasing, or giving notice of its intention to cease, to obtain access to the Regional District at the Call Answer Centre through or by way of the 911 Network Service Provider, the parties shall take all reasonable steps to ensure that the object of this Agreement as provided in Section 3 is achieved.

18.0 FORCE MAJEURE

18.1 Neither the Telecommunications Operator nor the Regional District will be held responsible for any damages or delays as a result of Force Majeure.

18.2 In the event of Force Majeure, the Telecommunications Operator and the Regional District will cooperate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

18.3 The costs incurred in providing temporary replacement service under Section 18.2 will be borne in accordance with the sharing of obligations between the Telecommunications Operator and the Regional District, as set out in Section 4.

19.0 DISPUTE RESOLUTION

19.1 Except with respect to any matter within the jurisdiction of the Commission, any dispute or disagreement that may occur pursuant to this Agreement is to be dealt with by the two parties attempting to reach a fair and equitable resolution by using, in good faith, one or more of the following means until such dispute or disagreement is resolved. The means to be used are:

- (a) Negotiation;
- (b) Mediation; and
- (c) Arbitration.

19.2 Except for purposes of preserving a limitation period or obtaining an interim order or remedy where reasonably necessary, the parties agree that legal proceedings shall be avoided until the procedures in this Section have been tried and used in good faith in the order listed, as the parties recognize that among other aspects of legal proceedings, they are public. Any arbitration shall be settled by a single arbitrator under the Rules of the British Columbia Arbitration and Mediation Institute, and shall be held in British Columbia.

20.0 NOTICES

20.1 Each notice sent pursuant to this Agreement ("**Notice**") shall be in writing and shall be sent to the relevant Party at the relevant address, facsimile number or e-mail address set out below (the "**Contact Information**"). Each such Notice may be sent by registered mail, by commercial courier, by facsimile transmission, or by electronic mail.

20.2 The Contact Information for each of the parties is:

Regional District of Nanaimo	[P2]
6300 Hammond Bay Rd, Nanaimo, B.C. V9T 6N2	
Attention: General Manager, Finance & Information Services	
corpsrv@rdn.bc.ca	<i>[incl. email address – ensure long-standing address for contracts of long duration]</i>

20.3 Each Notice sent by electronic mail ("**E-Mail Notice**") must show the e-mail address of the sender, the name or e-mail address of the recipient, and the date and time of transmission, must be fully accessible by the recipient, and unless receipt is acknowledged, must be followed within twenty-four (24) hours by a true copy of such Notice, including all addressing and transmission details, delivered (including by commercial courier) or sent by facsimile transmission.

20.4 Subject to Sections 20.5 through 20.8 each Notice shall be deemed to have been given or made at the following times:

- (a) if delivered to the address (including by commercial courier), on the day the Notice is delivered;
- (b) if sent by registered mail, seven (7) days following the date of such mailing by sender;
- (c) if sent by facsimile transmission, on the date the Notice is sent by facsimile transmission;
or

(d) if sent by electronic mail, on the date the E-Mail Notice is sent electronically by e-mail by the sender.

20.5 If a Notice is delivered, sent by facsimile transmission or sent by electronic mail after 4:00 p.m., or if the date of deemed receipt of a Notice falls upon a day that is a Saturday, Sunday or holiday as defined in the *Interpretation Act* (British Columbia) then the Notice shall be deemed to have been given or made on the next business day following.

20.6 Notice given by facsimile transmission will be deemed to be received by the recipient only if the sender's facsimile machine generates written confirmation indicating that the facsimile transmission was sent.

20.7 If normal mail service, facsimile or electronic mail is interrupted by strike, slow down, force majeure or other cause beyond the control of the parties, then a Notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the Notice shall utilize any other such services which have not been so interrupted or shall personally deliver such Notice in order to ensure prompt receipt thereof.

20.8 Each party shall provide Notice to the other party of any change of address, facsimile number, or e-mail address of such party within a reasonable time of such change.

21.0 TIME

21.1 Time is of the essence in this Agreement.

22.0 BINDING EFFECT

22.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

23.0 WAIVER

23.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

24.0 HEADINGS

24.1 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

25.0 LANGUAGE

25.1 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

26.0 CUMULATIVE REMEDIES

26.1 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

27.0 LAW APPLICABLE

27.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

28.0 RELATIONSHIP OF PARTIES

28.1 No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.

29.0 AMENDMENT

29.1 This Agreement may not be modified or amended except by the written agreement of the parties.

30.0 INTEGRATION

30.1 This Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.

31.0 SURVIVAL

31.1 All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.

32.0 NOTICE OF VIOLATIONS

32.1 Each party shall promptly notify the other party of any matter which is likely to continue or give rise to a violation of its obligations under this Agreement.

33.0 ENTIRE AGREEMENT

33.1 The whole agreement between the parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.

34.0 SEVERABILITY

34.1 Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

35.0 COUNTERPART

35.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

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

For the Regional District of Nanaimo)

_____)
Chairperson)

_____)
Sr.Mgr., Corporate Administration)

For the)

_____)
Name:)

_____)
Name:)

SIGNED, SEALED AND DELIVERED)
in the presence of:)

_____)
Witness)

_____)
Address)

_____)
Occupation)



RDN REPORT		
CAO APPROVAL <i>CAN</i>		
EAP		
COW		
SEP 16 2010		
RHD		
BOARD	✓	Sept. 21/10

MEMORANDUM

TO: John Finnie, General Manager
Regional and Community Utilities

DATE: September 16, 2010

FROM: Mike Donnelly
Manager of Water Services

FILE: 5500-22-01

**SUBJECT: Whiskey Creek Water System
Exemption of 874 Carson Road from the Proposed Whiskey Creek Water Service Area**

PURPOSE

To present information to the Board related to the request for a property exemption from the proposed Whiskey Creek Water System.

BACKGROUND

At the September 14th, 2010 Committee of the Whole meeting the establishing and borrowing bylaws for the acquisition of the Whiskey Creek Water System were presented to the Board. These bylaws form the legal basis under which the RDN will acquire and operate this community water system.

A request was made at the meeting by the owner of 874 Carson Road, Mr. Charles Verne, to have his property removed from the proposed new water service area. Mr. Verne noted that he has his own well which supplies his property and does not require access to the distribution system. He is concerned that the property taxes imposed under the new service area will be unaffordable.

Removing a property from an established service area is possible, however the impact of doing so is considerable.

ALTERNATIVES

1. That the Board approve the request to remove 874 Carson Road from the proposed Whiskey Creek Water Service area and proceed to re-introduce the Whiskey Creek Water Service Establishing Bylaw and re-petition properties with the revised rates.
2. That the Board deny the request to remove 874 Carson Road from the proposed Whiskey Creek Water Service area.

FINANCIAL IMPLICATIONS

If the Board supports the first alternative the recently completed successful petition would become null and void. As the terms and conditions under which residents decided on the petition would materially change (i.e. parcel tax cost increases for the remaining properties) removing a property now would result in this re-petitioning process. Additional costs for the petition to be re-done would total approximately \$5,000 and would be paid for from the residents within the service area should the petition be successful, or, if the petition was unsuccessful then all residents of Electoral Area F would be responsible for those re-petitioning costs.

Removing a property based on financial hardship considerations would lead to many such similar requests not only in this service area but in any RDN service area. While a parcel tax for residents of the Whiskey Creek Water Service Area will be included as part of the system acquisition, it can also be argued that property values will increase as well with the establishment of the new service area. As such, exempted residents would see an increase in their property value due to the proximity to the water system but would not contribute to the system itself.

If the Board supports the second alternative then there are no financial implications.

SUSTAINABILITY IMPLICATIONS

The establishment of the Whiskey Creek Water Service Area will provide for the provision water to the participant residents now and into the future. While benefits may not be immediately apparent for property owners who are not connected, access to the system is an important component to the future viability and value of the water service area properties.


CONCLUSIONS

The boundaries of the Whiskey Creek Water Service Area were established based on the historical boundaries of the private water utility. Properties within that private service area have been connected to that water system over time or have had the opportunity to connect to the system and are therefore being included in the newly established RDN service area. It is not known how many properties may not wish inclusion in the new RDN service, however, the petition process is designed on the basis of majority elector assent requirements pursuant to the Local Government Act. To permit one property to be removed from the service will set a precedent for other properties to request the same and will impact the entire local government service delivery model. Therefore, staff recommend alternative two, to deny the request for exclusion.

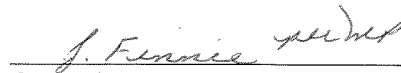
RECOMMENDATION

That the request for exclusion of 874 Carson Road from the proposed Whiskey Creek Water Service area be denied.

Report Writer



General Manager Concurrence



COMMENTS:

C.A.O. Concurrence

