

REGIONAL DISTRICT OF NANAIMO
ELECTORAL AREA SERVICES COMMITTEE
AGENDA

Tuesday, March 13, 2018

1:30 P.M.

RDN Board Chambers

This meeting will be recorded

Pages

1. CALL TO ORDER
2. APPROVAL OF THE AGENDA
3. ADOPTION OF MINUTES
 - 3.1 Electoral Area Services Committee Meeting - February 13, 2018 6

That the minutes of the Electoral Area Services Committee meeting held February 13, 2018, be adopted.
4. DELEGATIONS
5. CORRESPONDENCE
6. UNFINISHED BUSINESS
7. COMMITTEE MINUTES

That the following minutes be received for information:

 - 7.1 Nanoose Bay Parks and Open Space Advisory Committee - February 7, 2018 11
 - 7.2 East Wellington / Pleasant Valley Parks and Open Space Advisory Committee - January 29, 2018 15
8. COMMITTEE RECOMMENDATIONS
 - 8.1 Nanoose Bay Parks and Open Space Advisory Committee
 - 8.1.1 Bonnington - Coventry Trail 18

Please note: Committee recommendation came from Business Arising from Delegations

That staff provide a preliminary 'high level' report on the costs and process involved with tree removal and stair construction in the park land corridor between Bonnington Drive and Coventry Place.

8.1.2 Brickyard Community Park – Conceptual Planning and Neighbourhood Meeting 22

That the Regional District of Nanaimo not move forward with the provision of toilets or off road parking at Brickyard Community Park at this time.

8.1.3 Stone Lake Drive Community Park - Natural Playground Project Planning 27

That a community focus group be set up to facilitate the design of the playground at Stone Lake Drive Community Park.

8.1.4 Jack Bagley Community Park
Please note: Committee recommendation came from discussions under New Business

That a preliminary investigation be conducted of Jack Bagley Community Park for the potential siting of a tennis/pickle ball hard-surface court.

9. PLANNING

9.1 Development Variance Permit

9.1.1 Development Variance Permit Application No. PL2018-010 - 1646 Brunt Road, Electoral Area 'E' 30

Delegations Wishing to Speak to Development Variance Permit Application No. PL2018-010 - 1646 Brunt Road, Electoral Area 'E'

1. That the Board approve Development Variance Permit No. PL2018-010 to increase the maximum height allowance of an accessory building from 6.0 m to 6.85 m subject to the conditions outlined in Attachments 2 to 4.

2. That the Board direct staff to complete the required notification for Development Variance Permit No. PL2018-010.

9.1.2 Development Variance Permit Application No. PL2018-015 - 2668 East Side Road, Electoral Area 'H' 37

Delegations Wishing to Speak to Development Variance Permit Application No. PL2018-015 - 2668 East Side Road, Electoral Area 'H'

1. That the Board approve Development Variance Permit No. PL2018-015 to increase the maximum allowable floor area for one accessory building, to reduce the allowable floor area for two accessory buildings and to vary the setbacks of two interior side lot lines for the siting of an accessory building subject to the terms and conditions outlined in Attachments 2 to 4.

2. That the Board direct staff to complete the required notification for Development Variance Permit No. PL2018-015.

9.2 Zoning Amendment

9.2.1 Gathering for an Event in the Agricultural Land Reserve – Proposed Zoning Amendments to Bylaw 500 and Bylaw 1285 46

- 1. That the Board receive the Gathering for an Event in the Agricultural Land Reserve – Proposed Zoning Amendments to Bylaw 500 and Bylaw 1285 report for information.
- 2. That “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.413, 2018”, be introduced and read two times.
- 3. That the Public Hearing on “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.413, 2018”, be chaired by Chairperson Veenhof or his alternate.
- 4. That the “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Amendment Bylaw No. 1285.29, 2018”, be introduced and read two times.
- 5. That the Public Hearing on “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Amendment Bylaw No. 1285.29, 2018”, be chaired by Director Fell or his alternate.
- 6. That the use of a permitting system for gathering for an event in the Agricultural Land Reserve be investigated.

9.3 Other

9.3.1 Non-medical Cannabis Retail Licence and Cannabis Production Related Planning Fees 67

- 1. That "Regional District of Nanaimo Planning Services Fees and Charges Amendment Bylaw No. 1259.12, 2018" be introduced and read three times.
- 2. That "Regional District of Nanaimo Planning Services Fees and Charges Amendment Bylaw No. 1259.12, 2018" be adopted.

10. EMERGENCY PREPAREDNESS

10.1 Reception Centre License of Use Agreement Renewals 86

That the Regional District of Nanaimo renew agreements for Emergency Reception Centre License of Use Agreements for a five year term commencing April 1, 2018 and ending March 31, 2023, with:

- a. the Cedar Community Association
- b. the Cranberry Fire Protection District
- c. the Gabriola Senior Citizens Association
- d. the Nanoose Bay Activity & Recreation Society
- e. the Arrowsmith Agricultural Association
- f. the Lighthouse Community Centre Society; and
- g. the Bowser and District Branch (211) of the Royal Canadian Legion.

11. FIRE PROTECTION

11.1 Cranberry Fire Service Agreement 124

That the Cranberry Fire Service Agreement be approved for renewal for continued provision of fire protection services covering the Cassidy Waterloo Fire Services area within Electoral Area 'A'.

12. BUILDING INSPECTION

12.1 Building Permit Activity - 2017 141

That the report Building Permit Activity - 2017 be received for information.

13. BUSINESS ARISING FROM DELEGATIONS

14. NEW BUSINESS

14.1 Directors' Forum

- 14.1.1 Planning**
- 14.1.2 Community Parks**
- 14.1.3 Emergency Preparedness**
- 14.1.4 Fire Protection**
- 14.1.5 Bylaw Enforcement**
- 14.1.6 Building Inspection**

14.1.7 Other Electoral Area Matters

15. ADJOURNMENT

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE ELECTORAL AREA SERVICES COMMITTEE MEETING

Tuesday, February 13, 2018

1:30 P.M.

RDN Board Chambers

In Attendance:	Director J. Stanhope	Chair
	Director A. McPherson	Electoral Area A
	Director H. Houle	Electoral Area B
	Director M. Young	Electoral Area C
	Director B. Rogers	Electoral Area E
	Director J. Fell	Electoral Area F
	Director W. Veenhof	Electoral Area H

Also in Attendance:	P. Carlyle	Chief Administrative Officer
	R. Alexander	Gen. Mgr. Regional & Community Utilities
	G. Garbutt	Gen. Mgr. Strategic & Community Development
	T. Osborne	Gen. Mgr. Recreation & Parks
	D. Wells	Gen. Mgr. Corporate Services
	W. Idema	Director of Finance
	D. Pearce	Director of Transportation & Emergency Services
	J. Hill	Mgr. Administrative Services
	J. Holm	Mgr. Current Planning
	R. Lussier	Planner, Parks & Recreation
	C. Simpson	Planner, Long Range Planning
	B. Ritter	Recording Secretary

CALL TO ORDER

The Chair called the meeting to order and respectfully acknowledged the Coast Salish Nations on whose traditional territory the meeting took place.

APPROVAL OF THE AGENDA

It was moved and seconded that the agenda be approved as presented.

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

Electoral Area Services Committee Meeting - January 9, 2018

It was moved and seconded that the minutes of the Electoral Area Services Committee meeting held January 9, 2018, be adopted.

CARRIED UNANIMOUSLY

PLANNING

Development Permit with Variance

Development Permit with Variance Application No. PL2018-009 - 343 and 349 Grovehill Road, Electoral Area 'H'

It was moved and seconded that the Board approve Development Permit with Variance No. PL2018-009 to permit a parcel depth variance and a request to relax the 10% perimeter frontage requirements for proposed lots A and B in conjunction with a Section 514 Subdivision to Provide Residence for a Relative be approved subject to the terms and conditions outlined in Attachments 2 to 5.

CARRIED UNANIMOUSLY

It was moved and seconded that the Board direct staff to complete the required notification for Development Permit with Variance No. PL2018-009.

CARRIED UNANIMOUSLY

Development Permit with Variance Application No. PL2018-020 - Request for Relaxation of the Minimum 10% Perimeter Frontage Requirement In Relation to Subdivision Application No. PL2017-043 - 3100 and 3106 Jameson Road, Electoral Area 'C'

It was moved and seconded that the Board approve the request to relax the minimum 10% perimeter frontage requirements for Lots 4, 5, 6, 7, 8 and the remainder in relation to Subdivision Application PL2017-043, subject to the terms and conditions outlined in Attachments 2 and 3.

CARRIED UNANIMOUSLY

It was moved and seconded that the Board approve Development Permit with Variance No. PL2018-020 to increase the permitted parcel depth of Lots 5, 7, and 8 subject to the terms and conditions outlined in Attachments 2 to 3.

CARRIED UNANIMOUSLY

It was moved and seconded that the Board direct staff to complete the required notification for Development Permit with Variance No. PL2018-020.

CARRIED UNANIMOUSLY

Development Permit with Variance Application No. PL2017-150 - 2130 and 2140 Schoolhouse Road, Electoral Area 'A'

It was moved and seconded that the Board approve Development Permit with Variance No. PL2017-150 to permit the construction of an industrial building, installation of signage, and the placement of fill subject to the terms and conditions outlined in Attachments 2 to 8.

CARRIED UNANIMOUSLY

It was moved and seconded that the Board direct staff to complete the required notification for Development Permit with Variance No. PL2017-150.

CARRIED UNANIMOUSLY

Development Permit with Variance Application No. PL2017-177 - Minimum 10% Perimeter Frontage Requirement Relaxation in Relation to Subdivision Application No. PL2016-037 - 2483 Pirart Road and 2649 Munro Road, Electoral Area 'C'

It was moved and seconded that the Board approve the request to relax the 10% perimeter frontage requirements for proposed lots 4, 11, 12, and 15 in relation to Subdivision Application PL2016-037 subject to the terms and conditions outlined in Attachments 2 and 3.

CARRIED UNANIMOUSLY

It was moved and seconded that the Board approve Development Permit with Variance No. PL2017-177 to increase the permitted parcel depth of lots 1 and 2 subject to the terms and conditions outlined in Attachments 2 and 3.

CARRIED UNANIMOUSLY

It was moved and seconded that the Board direct staff to complete the required notification for Development Permit with Variance PL2017-177.

CARRIED UNANIMOUSLY

Development Permit with Variance Application No. PL2017-178 - 2484 Alberni Highway, Electoral Area 'F'

It was moved and seconded that the Board approve Development Permit with Variance No. PL2017-178 to permit the development of a gasoline service station, stormwater management system, and associated parking and landscaped areas subject to the terms and conditions outlined in Attachments 2 to 6.

CARRIED UNANIMOUSLY

It was moved and seconded that the Board direct staff to complete the required notification for Development Permit with Variance No. PL2017-178.

CARRIED UNANIMOUSLY

Other

Temporary Use Permit Application No. PL2017-186 - 925 Fairdowne Road and 1240 Valley Road, Electoral Area 'F'

It was moved and seconded that the Board approve Temporary Use Permit No. PL2017-186 to allow a film and recording studio on the subject properties subject to the terms and conditions outlined in Attachments 2 and 3.

CARRIED UNANIMOUSLY

It was moved and seconded that the Board direct staff to complete the required notification for Temporary Use Permit No. PL2017-186.

CARRIED UNANIMOUSLY

Development Permit and Temporary Use Permit Areas Standardization Project

Staff provided a brief presentation on the Development Permit and Temporary Use Permit Area Standardization project.

It was moved and seconded that the "Development Permit and Temporary Use Permit Areas Standardization" project including associated amendments to official community plans and zoning bylaws be initiated.

CARRIED UNANIMOUSLY

It was moved and seconded that the Terms of Reference, including the Consultation Plan for the "Development Permit and Temporary Use Permit Areas Standardization" project be endorsed.

CARRIED UNANIMOUSLY

It was moved and seconded that the timeline for third reading and adoption of the bylaw be brought forward to the October 2018 Regular Board meeting.

CARRIED UNANIMOUSLY

COMMUNITY PARKS

Signage Strategy for Community Parks and Trails

Staff provided a brief presentation on the Signage Strategy for Community Parks and Trails project.

It was moved and seconded that the Signage Strategy for Community Parks and Trails be received and approved pending final review from the Parks and Open Space Advisory Committees.

CARRIED UNANIMOUSLY

EMERGENCY PREPAREDNESS

Emergency Reception Centre Signs

It was moved and seconded that the Emergency Reception Signs report be received for information.

CARRIED UNANIMOUSLY

NEW BUSINESS

New General Manager of Corporate Services

The Chair welcomed the new General Manager of Corporate Services, Delcy Wells.

Directors' Forum

The Directors' Forum included discussions related to Electoral Area matters.

Public Notification for Planning Notices

It was moved and seconded that staff provide a report indicating consideration of providing public notification for a greater area than it is currently provided.

CARRIED UNANIMOUSLY

ADJOURNMENT

It was moved and seconded that the meeting be adjourned.

TIME: 2:39 PM

CHAIR

CORPORATE OFFICER

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE NANOOSE BAY PARKS AND OPEN SPACE ADVISORY COMMITTEE MEETING

Wednesday, February 7, 2018

6:30 P.M.

Nanoose Place

In Attendance:	Director B. Rogers	Chair
	M. Caskey	Member at Large
	D. Mitchell	Member at Large
	V. Swan	Member at Large
	R. Turkington	Member at Large
	D. Young	Member at Large
	L. Krofta	Member at Large

Also in Attendance:	K. Cramer	Parks Planner
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CALL TO ORDER

The Chair called the meeting to order and respectfully acknowledged the Coast Salish Nations on whose traditional territory the meeting took place.

ELECTION OF SECRETARY

It was moved and seconded that M. Caskey be appointed as secretary for 2018.

CARRIED UNANIMOUSLY

APPROVAL OF THE AGENDA

It was moved and seconded that the agenda be approved with the addition of the two delegations on the Addendum, Jack Bagley Community Park as a New Business item and moving the Business Arising from Delegations to after Unfinished Business.

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

Nanoose Bay Parks and Open Space Advisory Committee Meeting - September 13, 2017

It was moved and seconded that the minutes of the Nanoose Bay Parks and Open Space Advisory Committee meeting held September 13, 2017, be adopted.

CARRIED UNANIMOUSLY

DELEGATIONS

Ian MacDonald, Coventry Place Residents, re: Request for Walking Trail between Bonnington Drive and Coventry Place

The existing gravel trail is on private property, and access is being closed for lot development purposes. There is a 3 metre wide ROW between the 2 roads; construction will probably require tree removal and stairs. R. Turkington mentioned that, as a resident of that area, many similar unofficial accesses exist and they should all be looked at as similar issues will arise in the future.

Mike Wilby – Nanoose Resident, re: Brickyard Community Park

The delegate spoke against the proposed parking lot and toilet. He also spoke to his concern about non-RDN online exposure of the park.

Richard Pratt - Nanoose Resident, re: Brickyard Community Park

The delegate spoke against the proposed parking lot and toilet.

Akbar Rhemtulla - Nanoose Resident, re: Brickyard Community Park

The delegate spoke against the proposed parking lot and toilet.

CORRESPONDENCE

B. Wallace, Ministry of Forests, Lands and Natural Resource Operations to K. Cramer, RDN re: Nanoose Road Community Park Crown Land Lease 113393

It was moved and seconded that the correspondence be received for information.

CARRIED UNANIMOUSLY

UNFINISHED BUSINESS

Beach Access Inventory and Priorities by POSAC Sub-Committee

M. Caskey and D. Mitchell provided an update, and reviewed the notes on the 12 accesses viewed by committee members in the fall. It was decided to move E-29 and E-53 to the five-year plan for future development. Some others, including some of the category 5 (already 'developed') ones, were recommended for Beach Access signage. M. Caskey and D. Mitchell plan to re-assess the ROWs on the sides of Moorecroft Regional Park. K. Cramer may be able to attend, and to bring a GPS.

It was moved and seconded that the Parks Planner provide more information and costing on the Beach Access signs currently being created for Electoral Area H.

CARRIED UNANIMOUSLY

BUSINESS ARISING FROM DELEGATIONS

Ian MacDonald, Coventry Place resident - Bonnington-Coventry Trail

It was moved and seconded that staff provide a preliminary 'high level' report on the costs and process involved with tree removal and stair construction in the park land corridor between Bonnington Drive and Coventry Place.

CARRIED UNANIMOUSLY

M. Wilby, R. Pratt, A. Rhemtulla - Brickyard Community Park Proposed Upgrade

D. Mitchell expressed the need for public information sessions beforehand. D. Young questioned the interpretation of 'Community' Park. Director Rogers responded that this park fits all categories – neighbourhood, community and nature park. Social media 'advertising' has changed the awareness level of all parks. L. Krofta asked if commercial use could be restricted. Director Rogers replied that they could not be restricted. L. Krofta suggested that signs could be posted directing people to park elsewhere, but the only nearby area would be private land (golf course).

It was moved and seconded that the Regional District of Nanaimo hold a public information meeting about the proposed upgrade at Brickyard Community Park.

Opposed (4): Director Rogers, V. Swan, R. Turkington, and L. Krofta

DEFEATED

REPORTS

Parks Update Report – December 2017

M. Caskey questioned the ROW on page 24 of the Table in the Minutes, which mentions Area E POSAC doing a trail project (Project # 2018-005). K. Cramer is to look into this.

It was moved and seconded that the Parks Update Report - December 2017 be received for information.

CARRIED UNANIMOUSLY

Directors' Update

The Beachcomber Regional Park Management Plan was approved by the Regional Parks and Trail Select Committee on January 30, 2018.

Park Place Community Park – ongoing work including debris and windfall cleanup will take place this spring.

Jack Bagley Community Park – being looked at as possible site for a hard surface, outdoors tennis/pickle ball court. Proponent G. Kaita says that the players traditionally do most of their own time organization.

A letter was received confirming that commercial operators are allowed to use ROW's and Crown foreshore.

Planned 2018 projects in Moorecroft Regional Park include the removal of Ms. Moorecroft's cabin and the installation of new toilets closer to the water.

Blueback Community Park improvements stood up well over the winter despite the heavy rains.

It was moved and seconded that the Directors' Update be receive for information.

CARRIED UNANIMOUSLY

NEW BUSINESS

Bonnington-Coventry Community Park – Park Operations Summary of Site Conditions

See Motion under ‘Business Arising From Delegations’

R. Turkington recommended that, in addition to the Bonnington-Coventry trail, all other trails in the area be assessed as many are also on private property, and that a plan be developed for future network connectivity.

Brickyard Community Park – Conceptual Planning and Neighbourhood Meeting

See Motion under ‘Business Arising From Delegations’

It was moved and seconded that the Regional District of Nanaimo not move forward with the provision of toilets or off road parking at Brickyard Community Park at this time.

Opposed (2): M. Caskey, and D. Mitchell

CARRIED

Stone Lake Drive Community Park - Natural Playground Project Planning

K. Cramer stated that she expects to have conceptual site plan options by the June meeting and public consultation to occur in fall 2018. Director Rogers recommended the creation of a committee ‘focus group’ to meet with some neighbours to exchange ideas on what structures to build. V. Swan volunteered; K. Cramer will facilitate it.

It was moved and seconded that a community focus group be set up to facilitate the design of the playground at Stone Lake Drive Community Park.

CARRIED UNANIMOUSLY

Jack Bagley Community Park

D. Mitchell told members that the Rhododendron garden at Jack Bagley Park is to be removed, and this space could be looked at as a future tennis/pickleball court location.

It was moved and seconded that a preliminary investigation be conducted of Jack Bagley Community Park for the potential siting of a tennis/pickle ball hard-surface court.

CARRIED UNANIMOUSLY

ADJOURNMENT

It was moved and seconded that the meeting be adjourned.

CARRIED UNANIMOUSLY

TIME: 9:15pm

CHAIR

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE EAST WELLINGTON / PLEASANT VALLEY PARKS AND OPEN SPACE ADVISORY
COMMITTEE MEETING

Monday, January 29, 2018

6:00 P.M.

East Wellington Fire Hall

In Attendance:	Director M. Young	Electoral Area C
	B. Erickson	Member at Large
	R. Heikkila	Member at Large
	B. Lind	Member at Large
	D. Cawthorne	Member at Large
	S. Cameron	Member at Large
Also in Attendance:	K. Cramer	RDN Parks Planner
	Director C. Pinker	Alternate Director EA C

CALL TO ORDER

The Chair called the meeting to order.

INTRODUCTION OF NEW MEMBERS

The Chair introduced new members Stan Cameron and Doug Cawthorne to the Committee.

APPROVAL OF THE AGENDA

It was moved and seconded that the agenda be approved with the addition of 'ELECTION OF SECRETARY'.

CARRIED UNANIMOUSLY

ELECTION OF SECRETARY

It was moved and seconded that Bruce Erikson be elected as Recording Secretary for 2018.

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

East Wellington / Pleasant Valley Parks and Open Space Advisory Committee Meeting - October 23, 2017

It was moved and seconded that the minutes of the East Wellington / Pleasant Valley Parks and Open Space Advisory Committee meeting held October 23, 2017, be adopted.

CARRIED UNANIMOUSLY

CORRESPONDENCE

It was moved and seconded that the following Correspondence be received for information:

H. Kamikawaji, Mountain Fire Protection, re: Request to preserve wood stove at the East Wellington Fire Hall.

CARRIED UNANIMOUSLY

The Committee discussed alternatives and agreed that Director Pinker will store wood stove at his residence until POSAC Committee has a plan for the stove.

UNFINISHED BUSINESS

Anders & Dorrit's Community Park – Site Planning

Several POSAC Committee members met with K. Cramer on site at Anders & Dorrit's Community Park on January 25, 2018, to consider the conceptual plan and confirm adjustments prior to sharing the plan with the broader community.

A detailed discussion continued at the regular POSAC meeting and included parking configuration, trails, picnic shelter and raised patio areas, information signage about the park and tree ID markers, no need for a toilet at this time (high water table so vault toilet not likely suitable if considered in the future), and potential future phase to install culverts or bridges to provide a year-round trail along the west side of the Millstone River (existing trail typically floods in the winter). Standardized park entrance sign will also be needed.

Saturday, April 28, 2018 between 1 - 3 p.m. was suggested for a Public Open House once the park plan is drafted. The event would preferably be in the park, but other venues may have to be considered, depending on conditions/weather at that time of year.

REPORTS

Parks Update Report - Fall 2017

It was moved and seconded that the Parks Update Report-Fall 2017 be received for information.

CARRIED UNANIMOUSLY

NEW BUSINESS

Questions from the audience were discussed by the Committee:

Meadow Drive Pathway

The audience brought forward the concern that the rocks that were installed due to concerns about ATVs on the trail now pose a safety hazard and impede other users (e.g. strollers). K. Cramer noted the concern would be forwarded to Park Operations for consideration.

Creekside Place Trail

The audience inquired if it is possible for a pathway along Creekside Place from the parking lot to Jameson Road so people don't have to walk on roadway. K. Cramer suggested the Committee could consider this for the five-year workplan, which will be discussed at the next meeting.

ADJOURNMENT

It was moved and seconded that the meeting be adjourned.

CARRIED UNANIMOUSLY

TIME: 7:34pm

CHAIR

Delegation: Ian MacDonald, Coventry Place Residents, re Request for Walking Trail between Bonnington Drive and Coventry Place

Summary:

1. Walking access between Coventry Place and Bonnington is required to accommodate the area residents. Up until now a path across private land has been made available and sees quite a bit of use.
2. In view of risks and liabilities, and in order to develop their properties, the owners wish to discontinue this access.
3. An undeveloped RDN Community Park exists that can provide the required foot path.
4. The park property is narrow at just over 3 meters in width and follows some difficult terrain on the upper portion (Bonnington) and is partially obstructed by trees on the lower section (Coventry). Trail construction may require steps in two locations to deal with steep sections at each end of the upper portion (Lot 3 on the map), as well as other grade work and surfacing.
5. The residents request that the development of this park be undertaken by RDN.

Action Requested: Area residents would like to see a walking trail developed along the presently undeveloped park corridor between Bonnington Drive and Coventry Place.

Park Operations Summary of Site Conditions at Bonnington- Coventry Community Park
(via email November 15, 2017)

The park property follows some difficult terrain on the upper portion (Bonnington) and the lower section (Coventry) is obstructed from the tree's

Lot 3 is the upper portion of the corridor accessed from Bonnington (IMG 1907).
The 3m wide corridor follows the base of the rock wall on the right side of the photo to a steep and almost impassable section at the road
Lumber piles visible in photo 1907 are on the edge of the neighboring property.
An existing foot path is located on the undeveloped lot 15 beside.

The lower section of the corridor accessed from Coventry (IMG 1908) is taken up by the row of trees on the left hand side of the photo.
The cleared section to the right is located mostly on lot 48.
Property stakes are visible in the foreground.

Lot 3 would need some work to make it even reasonably suitable as a rough trail, and the lower section would need some tree work to allow the trail to move over onto park land.
The trees provide a natural screen to occupants at 2265 Coventry Place, and there is some side-slope to deal with if we develop.

IMG 1907



IMG 1908



PLAN OF SUBDIVISION OF PART OF DISTRICT LOT 78, NANOOSE DISTRICT

This plan lies within the Regional District of Nanaimo
B.C.G.S. 92F.030

Plan No. **VIP 80855**

Deposited in the Land Title Office at Victoria, B.C.
this 26 day of APRIL, 2006.

C. Johnston per *per* FA4891
REGISTRAR

Approved under the Land Title Act this
12 day of APRIL, 2006.

Approving Officer
Ministry of Transportation.

This plan need not comply with Section 75 (1) (c)
of the Land Title Act Dated this 12 day of
APRIL 2006.

Approving Officer
Ministry of Transportation

LEGEND

- denotes Standard Iron Post found
- denotes Standard Iron Post set

SCALE 1: 1000
DISTANCES ARE IN METRES
20 10 0 20 40

BEARINGS ARE ASTRONOMIC AND ARE DERIVED FROM PLAN VIP 80854

Registered Owner:

353886 CANADA INC., INC. NO. A48904
C/O 1800 FOUR BENTALL CENTRE

Authorized Signatory *John Arzell*

Authorized Signatory *Remco Daal*

Witness as to signatures: *Rachel Hutton*

Address: 1700-666 Burrard St.
Vancouver, B.C.

Occupation: Lawyer

Mortgage:

NANOOSE HARBOUR HOLDINGS LTD.
INCORPORATION NO. 8638903

Authorized Signatory *Geoff Barker*

Authorized Signatory *J. Nicholas Schmalig*

Witness as to signatures: *J. Nicholas Schmalig*

Address: #504-1367 W. BROADWAY,
VANCOUVER, B.C.

Occupation: LAWYER.

Mortgage:

BCINC REALTY CORPORATION
INCORPORATION NO. A41891

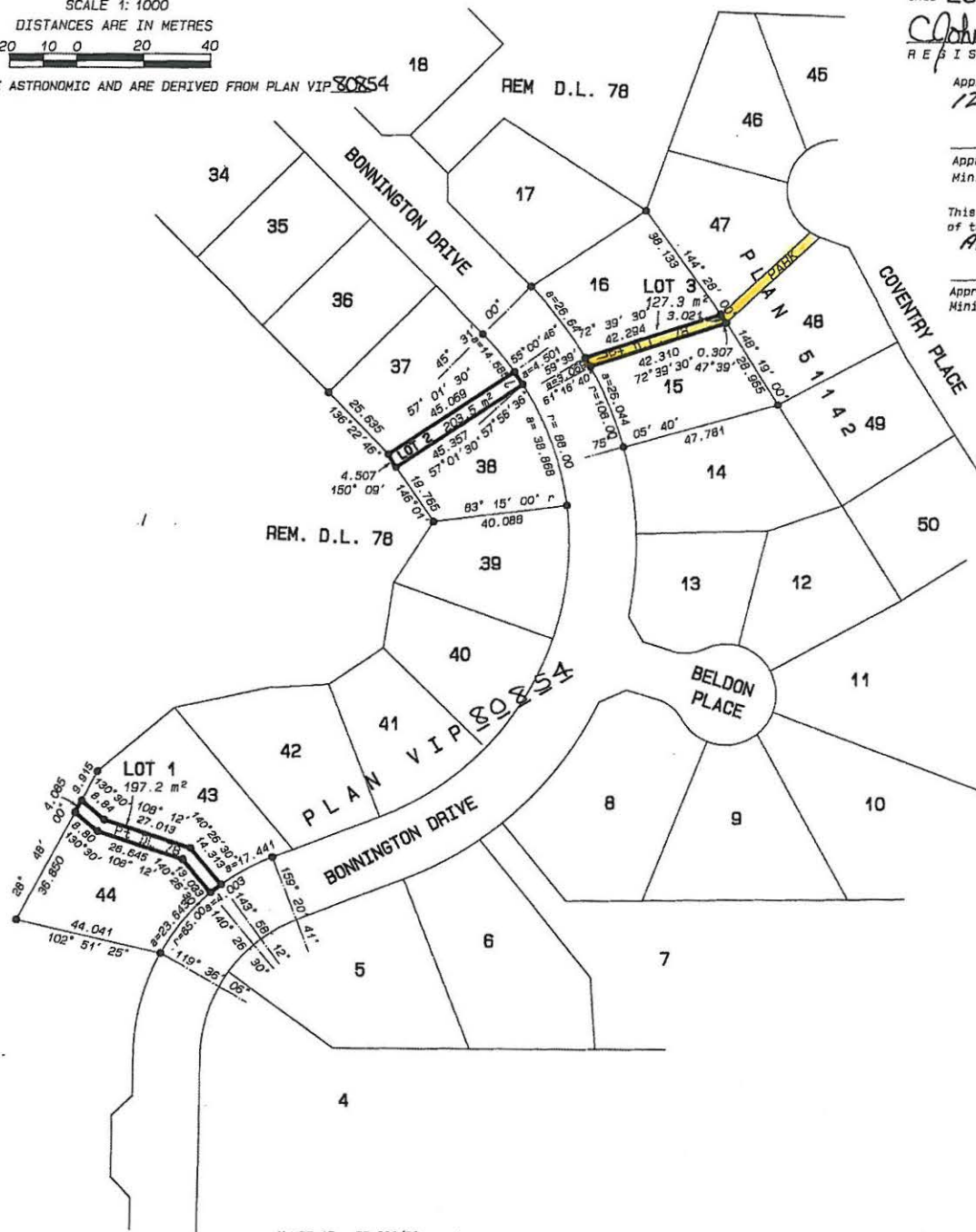
Authorized Signatory *John Arzell*

Authorized Signatory *Remco Daal*

Witness as to signatures: *Rachel Hutton*

Address: 1700-666 Burrard St.
Vancouver, B.C.

Occupation: Lawyer



T. G. Hoyt
B.C. Land Surveyor
512 Wentworth Street
Nanaimo, B.C.
V9R 3E4
759-2921

Nan78-15 FB 326/83

I, Thomas G. Hoyt, a British Columbia Land Surveyor of Nanaimo in British Columbia certify that I was present at and personally superintended the survey represented by this plan and that the survey and plan are correct.
The field survey was completed on the 28th day of January, 2006. The plan was completed and checked, and the checklist filed under # 49750, on the 26th day of January, 2006.

T. G. Hoyt
B. C. L. S.

RECEIVED
 SEP 13 2017
 REGIONAL DISTRICT
 OF NANAIMO

B.C. LAND SURVEYORS BUILDING LOCATION CERTIFICATE

LOT 16, DISTRICT LOT 78, NANOOSE DISTRICT, PLAN VIP80854.

SCALE 1:200

ALL DISTANCES ARE METRIC AND ARE DERIVED FROM PLAN VIP80854.

ELEVATIONS ARE IN METRES AND ARE ASSUMED

JURISDICTION: REGIONAL DISTRICT OF NANAIMO

PID NO: 026-696-258

THIS LOT IS SUBJECT TO LTO CHARGE NUMBERS:
 M76300, EB33, EB38728, EH106199 AND FA48695.

CIVIC ADDRESS: 2266 BONNINGTON DR,
 NANOOSE BAY, BC

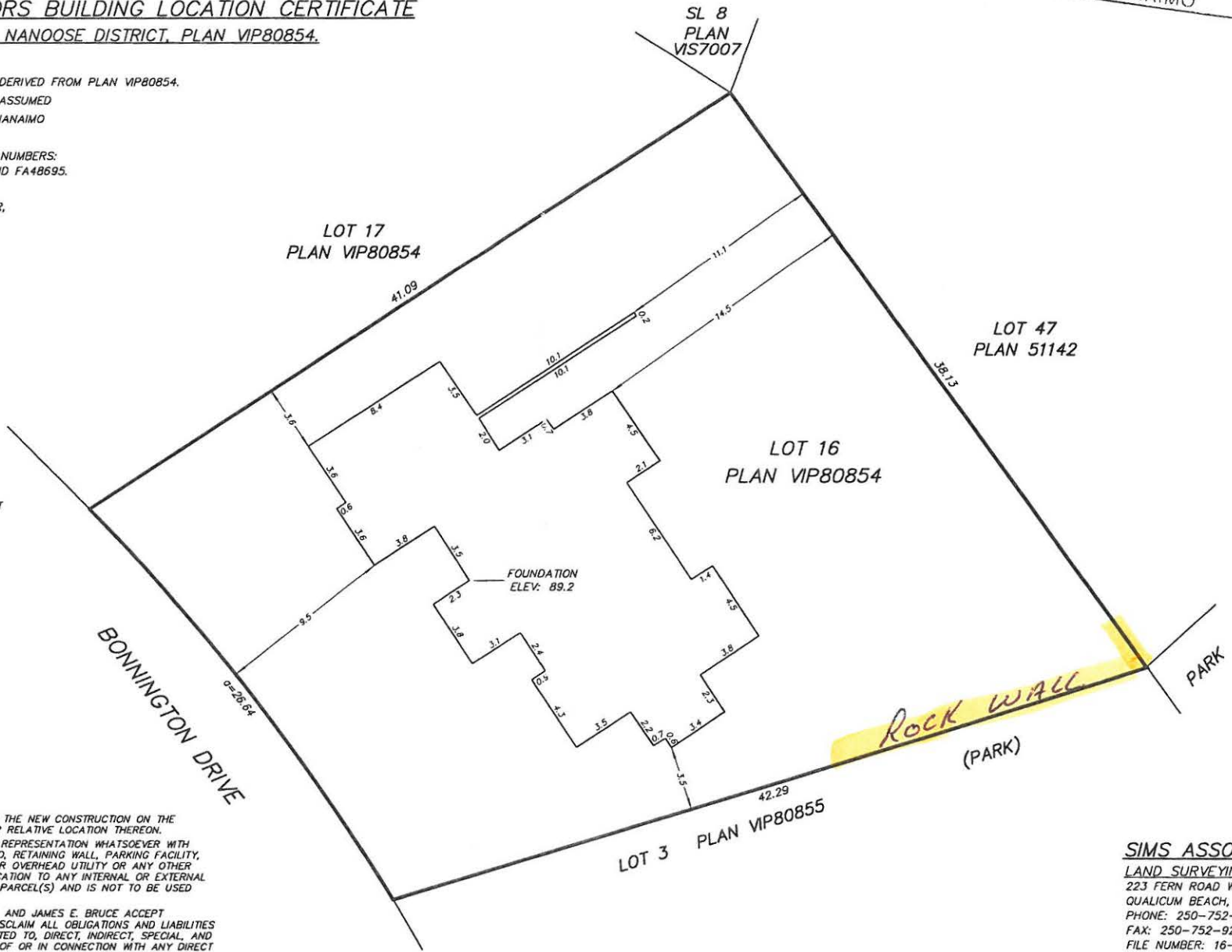
THIS SURVEY IS NOT VALID UNLESS
 DIGITALLY SIGNED.
 THIS SURVEY IS PROTECTED BY COPYRIGHT
 AND MAY NOT BE REPRODUCED.

CERTIFIED CORRECT THIS 11TH DAY
 OF SEPTEMBER, 2017 ACCORDING
 TO LAND TITLE AND SURVEY AUTHORITY
 RECORDS AND FIELD SURVEYS.
 UNREGISTERED INTERESTS HAVE NOT
 BEEN INCLUDED OR CONSIDERED.

James Bruce
 Digitally signed
 by James Bruce
 WWT2B7
 Date: 2017.09.12
 15:51:39 -0700

NOTE:

1. THIS SURVEY PURPORTS TO SHOW ONLY THE NEW CONSTRUCTION ON THE ABOVE DESCRIBED PARCEL(S) AND THEIR RELATIVE LOCATION THEREON.
2. THIS PLAN PROVIDES NO WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO ANY OTHER BUILDING, PATIO, RETAINING WALL, PARKING FACILITY, FENCE, UNDERGROUND, ABOVEGROUND OR OVERHEAD UTILITY OR ANY OTHER IMPROVEMENTS AND THEIR RELATIVE LOCATION TO ANY INTERNAL OR EXTERNAL BOUNDARIES OF THE ABOVE DESCRIBED PARCEL(S) AND IS NOT TO BE USED TO RE-ESTABLISH PROPERTY LINES.
3. SIMS ASSOCIATES LAND SURVEYING LTD. AND JAMES E. BRUCE ACCEPT NO RESPONSIBILITY FOR AND HEREBY DISCLAIM ALL OBLIGATIONS AND LIABILITIES FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, AND CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY DIRECT OR INDIRECT USE OR RELIANCE UPON THE PLAN BEYOND ITS INTENDED USE.



SIMS ASSOCIATES
 LAND SURVEYING LTD.
 223 FERN ROAD W.
 QUALICUM BEACH, B.C. V9K 1S4
 PHONE: 250-752-9121
 FAX: 250-752-9241
 FILE NUMBER: 16-432-BL
 DRAWING FILE: 16-432-BLC1.dwg

TO: Electoral Area 'E' Parks and Open Spaces Advisory Committee **DATE:** February 7, 2018

FROM: Kelsey Cramer, Parks Planner **FILE:** n/a

SUBJECT: Brickyard Community Park – Conceptual Planning and Neighbourhood Meeting

Preliminary concepts have been prepared in order to facilitate the discussion about possible toilet and/or parking facilities at Brickyard Community Park.

Anticipated Project Tasks:

1. POSAC reviews concepts (attached) at regular meeting, February 7, 2018
2. POSAC and park staff identify date and venue for Neighbourhood meeting (second week of April, at Nanoose Place is proposed) at Feb, 7 meeting
3. Park staff refine concepts based on POSAC feedback, if applicable, and begin organizing neighbourhood meeting (book venue, write invite letters, prepared presentation materials, comment form, sign in sheet, etc.)
4. Park staff prepare summary of comments received at neighbourhood meeting for POSAC review and consideration at next regular POSAC meeting.
5. POSAC provides project direction at regular meeting, June 13, 2018
6. With POSAC direction, park staff move forward with survey and detailed design for parking area and/or installation of portable toilet and wooden surround. Other additional site studies may be required.
7. Install parking area (obtain MOTI permit for access, as required). Additional funding likely required for parking lot construction.

Approved 2018 Budget:

Professional Fees: \$2000
Area E Community Parks Budget: \$4000
Community Works Fund: \$6000

Total: \$12,000

Anticipated Project Costs:

TOILET: custom built wooden surround with portable toilet

ITEM	COST
Wooden surround and concrete pad	\$3500.00 (materials and labour)
Portable toilet delivery + monthly servicing (by DBL)	\$45.00 + \$125/month
TOTAL	\$3545.00 + monthly servicing

PARKING LOT: design and construct

ITEM	COST
Site survey	\$1500.00
Detailed design	in-house, engineer to size culverts, if needed (\$500)
Other possible studies (environmental, archaeological, geotech)	additional professional fees may be required (allow \$5000)
MOTI Permit	no cost
Construction (site preparation, clearing/grubbing, layout in field, base material, culvert(s), surface material, trail material, boulders, bollard)	\$20,000 (high level estimate) - cost to be refined following detailed design (possibly fund in 2019)
TOTAL	\$27,000

Image of portable toilet in wooden surround provided for reference.





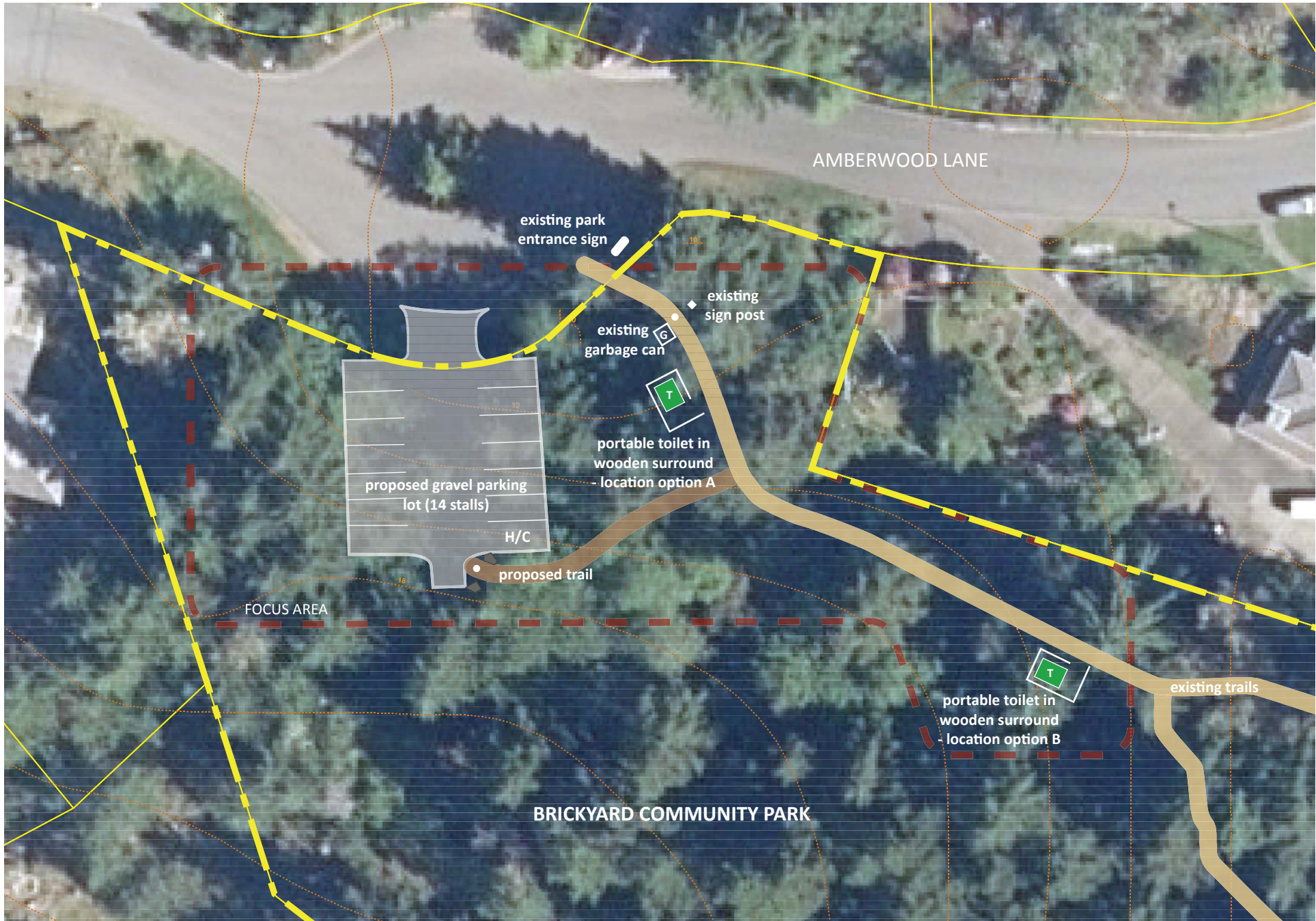
BRICKYARD COMMUNITY PARK - Conceptual Planning for a parking lot and/or portable toilet in the park.

OVERALL PARK - EXISTING CONDITIONS



BRICKYARD COMMUNITY PARK - Conceptual Planning for a parking lot and/or portable toilet in the park.

FOCUS AREA - OPTION 1



BRICKYARD COMMUNITY PARK - Conceptual Planning for a parking lot and/or portable toilet in the park.

FOCUS AREA - OPTION 2

TO: Electoral Area 'E' Parks and Open Spaces Advisory Committee **DATE:** February 7, 2018

FROM: Kelsey Cramer, Parks Planner **FILE:** n/a

SUBJECT: Stone Lake Drive Community Park – Natural Playground Design and Public Engagement

As per the RDN Board direction below, staff have outlined anticipated project tasks to begin the planning and design for a Natural Playground at Stone Lake Drive Community Park:

It was moved and seconded that Stone Lake Community Park be pursued as a pilot project for a natural playground and moved forward in the work plan to begin community engagement. (Oct. 24, 2017)

Anticipated Project Tasks:

2018

1. Park staff obtain site survey, do preliminary concept(s), include precedent images.
2. At regular POSAC meeting planned for June 13, 2018, POSAC and park staff identify date, venue and format for public engagement (target last week of September/first week of October, consider engaging elementary school/home school children)
3. Park staff begin organizing engagement materials/event (book venue, write invite letters, prepared presentation materials, comment form, sign in sheet, etc.)
4. Following engagement, park staff prepare summary of comments, prepare preferred concept plan based on input received, and seek design-build quotes from playground installation companies.
5. Staff report to Board for direction to retain firm and allocate funds in 2019 budget for playground development.

2019

6. Retain firm in early January to refine design and prepare preliminary cost estimate. Park staff to post on line/share with community (or hold another event).
7. Integrate community feedback as necessary.
8. Obtain MOTI permit as necessary.

9. Playground construction to occur in summer 2019.

10. Celebrate playground opening!

Approved 2018 Budget:

Project will be funded by Community Works Fund.

Anticipated Project Costs:

ITEM	COST
Site survey	\$1500.00
Preliminary design	in-house
Public engagement materials/planning	in-house
Design-build fees for playground	Quotes will be obtained following public engagement and budgeted for in 2019.
TOTAL	T.B.D.

Sample Images

Henry Morgan Community Park – RDN Electoral Area ‘H’



Kinsol Play, Mill Bay, Vancouver Island

www.kinsolplay.com



Landscape Structures/Habitat Systems Inc., Victoria, Vancouver Island

www.habitat-systems.com

Ages 2-12



TO: Electoral Area Services Committee **MEETING:** March 13, 2018

FROM: Kelsey Chandler
Planning Technician **FILE:** PL2018-010

**SUBJECT: Development Variance Permit Application No. PL2018-010
1646 Brunt Road – Electoral Area ‘E’
Lot 3, District Lot 72, Nanoose District, Plan 17681**

RECOMMENDATIONS

1. That the Board approve Development Variance Permit No. PL2018-010 to increase the maximum height allowance of an accessory building from 6.0 m to 6.85 m subject to the conditions outlined in Attachments 2 to 4.
2. That the Board direct staff to complete the required notification for Development Variance Permit No. PL2018-010.

SUMMARY

This is an application to increase the maximum height allowance for an accessory building. Given that the Board Policy B1.5 guidelines have been met and no negative land use impacts are anticipated as a result of the proposed variances, it is recommended that the Board approve the development variance permit pending the outcome of public notification and subject to the terms and conditions outlined in Attachments 2 to 4.

BACKGROUND

The Regional District of Nanaimo (RDN) has received an application from John Keller and Gayle Lessard to increase the maximum height allowance in order to permit the construction of an accessory building that will accommodate a garage on the ground level and space for an art studio and outside deck on the second storey. The subject property is approximately 0.15 hectares in area and is zoned Residential 1 (RS1), pursuant to “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987”. The property is located to the east of Brunt Road and is surrounded by other RS1 zoned properties (see Attachment 1 – Subject Property Map).

The property contains an existing dwelling unit and is serviced by community water, and an onsite septic system.

Proposed Development and Variance

The proposed development includes the construction of an accessory building. The property owners are seeking a height variance from 6.0 metres to 6.85 metres in order to accommodate a garage on the ground level and space for an art studio and outside deck on the second storey. The applicant proposes to vary the following regulation from the “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987”:

- **Section 3.4.61 – Maximum Number and Size of Buildings and Structures** to increase the maximum accessory building height from 6.0 metres to 6.85 metres for the proposed accessory building.

Land Use Implications

In support of their application for a height variance for the construction of the proposed accessory building, the applicants have provided a site plan, building elevations, and a letter of support signed by neighbours. “Board Policy B1.5 Development Variance Permit, Development Permit with Variance and Floodplain Exemption Application Evaluation” (Policy B1.5) for evaluation of development variance permit applications requires that there is an adequate demonstration of an acceptable land use justification prior to the Board’s consideration. The applicants’ justification for the requested variance is that due to site constraints posed by the location of the septic field and the siting of the dwelling unit in relation to the shape of the lot, they were unable to design two separate accessory buildings (one for the garage and one for the art studio). The applicants also advised that their options with regard to constructing an addition to the existing dwelling unit were limited due to the post and beam design of the structure. The applicants also wish to minimize the site disturbance of the development by combining the garage and art studio into one structure, thus reducing the total building footprint required.

To minimize the variance required the applicants have designed the accessory building with a flat roof and a narrower floor truss system (see Attachment 4 – Building Elevations). To maintain their neighbours’ privacy the applicants have strategically designed the location of the accessory building windows and are proposing to install a lattice screen and climbing vines on the side of the deck (see Attachment 4 – Building Elevations). The applicants have also provided a letter of support signed by neighbours at three adjacent addresses, as well as a site plan signed by another adjacent neighbour indicating their support.

A site visit was conducted to confirm the proposed siting of the accessory building, as well as to assess whether the proposed variance would have any negative implications for adjacent neighbours. Given that the applicant has provided sufficient rationale and the variance will not result in negative view implications for adjacent properties, the applicants have made reasonable efforts to address Policy B1.5 guidelines.

Intergovernmental Implications

The application was referred to the Nanoose Fire Department, and there was no concern expressed with the proposed development.

Public Consultation Implications

Pending the Electoral Area Services Committee’s recommendation and pursuant to the *Local Government Act* and the “Regional District of Nanaimo Development Approvals and Notification Procedures Bylaw No. 1432, 2005”, property owners and tenants of parcels located within a 50.0 metre radius of the subject property will receive a direct notice of the proposal and will have an opportunity to comment on the proposed variance prior to the Board’s consideration of the application.

ALTERNATIVES

1. To approve Development Variance Permit No. PL2018-010 subject to the conditions outlined in Attachments 2 to 4.
2. To deny Development Variance Permit No. PL2018-010.

FINANCIAL IMPLICATIONS

The proposed development has no implications related to the Board 2017 – 2021 Financial Plan.

STRATEGIC PLAN IMPLICATIONS

The proposed development has no implications for the 2016 – 2020 Board Strategic Plan.



Kelsey Chandler
kchandler@rdn.bc.ca
February 22, 2018

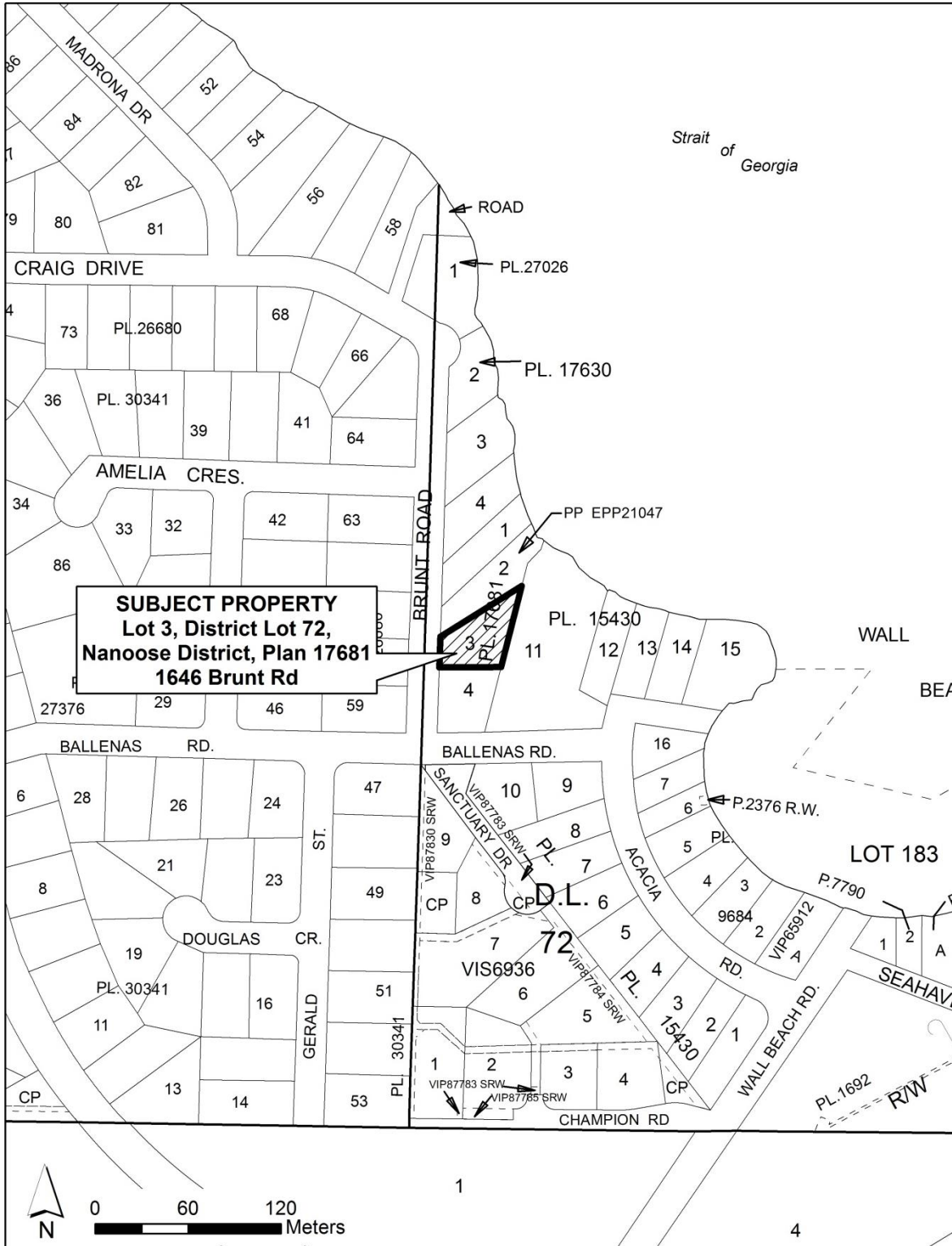
Reviewed by:

- J. Holm, Manager, Current Planning
- G. Garbutt, General Manager, Strategic & Community Development
- P. Carlyle, Chief Administrative Officer

Attachments

1. Subject Property Map
2. Conditions of Permit
3. Proposed Site Plan and Variances
4. Building Elevations

Attachment 1
Subject Property Map



Attachment 2
Conditions of Permit

The following sets out the conditions of Development Variance Permit No. PL2018-010:

Bylaw No. 500, 1987 Variance

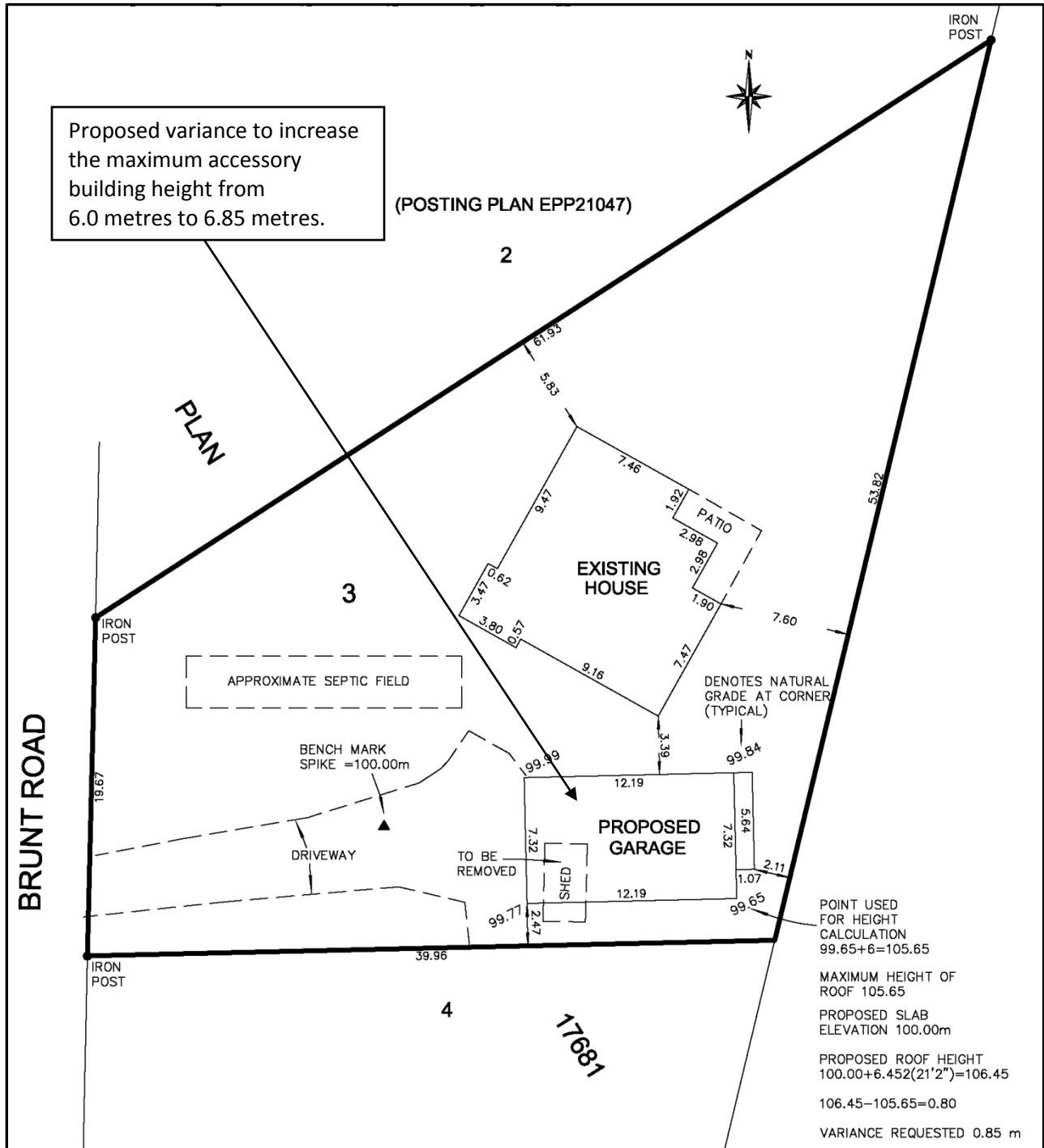
With respect to the lands, “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987” is varied as follows:

- **Section 3.4.61 – Maximum Number and Size of Buildings and Structures** to increase the maximum accessory building height from 6.0 m to 6.85 m for the proposed accessory building.

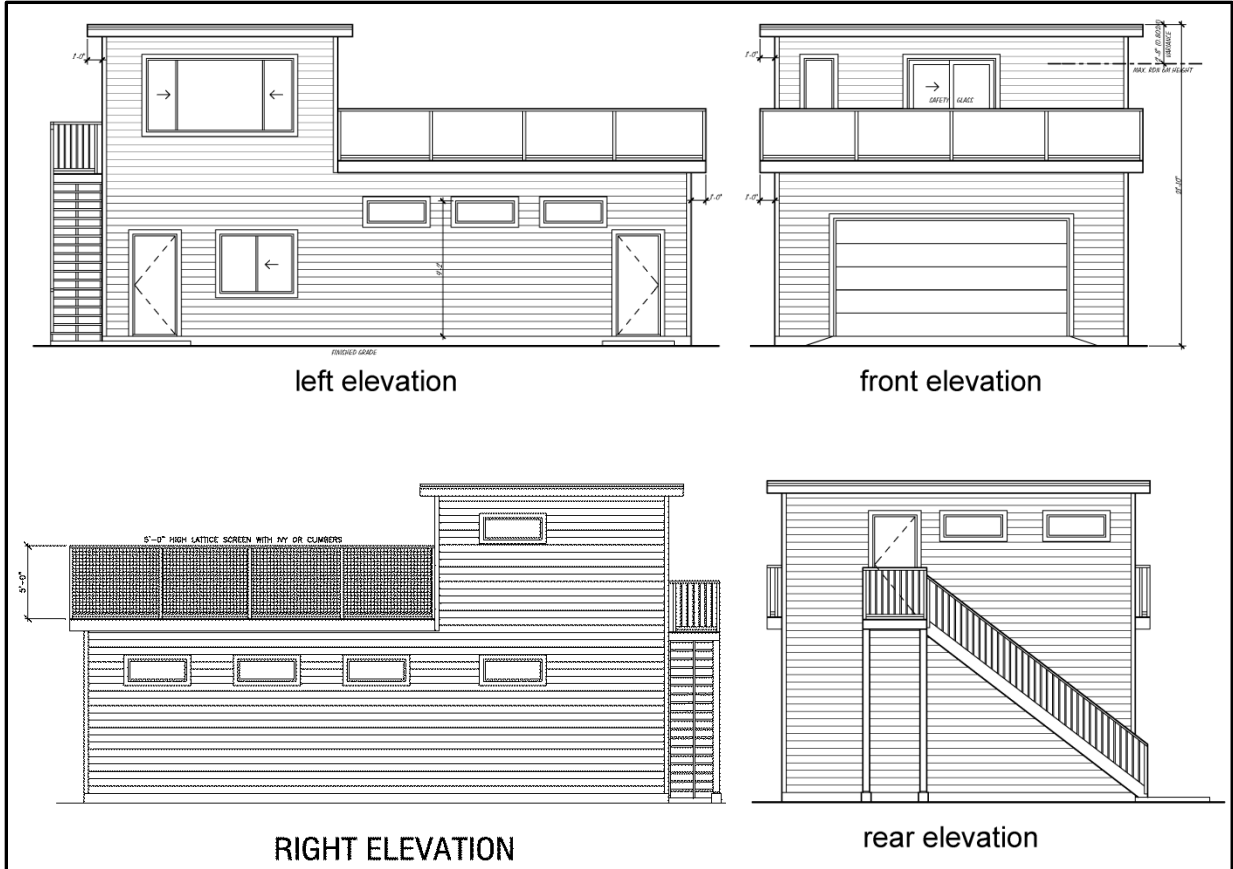
Conditions of Approval

1. The site is developed in accordance with the Site Plan prepared by J.E. Anderson & Associates, dated February 1, 2018 and attached as Attachment 3.
2. The proposed development is in general compliance with the building elevations prepared by Krastel Design Group Inc., dated January 24, 2018 and attached as Attachment 4.
3. The property owner shall obtain the necessary permits for construction in accordance with Regional District of Nanaimo Building Regulations.

Attachment 3
Proposed Site Plan and Variances



**Attachment 4
Building Elevations**



TO: Electoral Area Services Committee

MEETING: March 13, 2018

FROM: Angela Buick
Planner

FILE: PL2018-015

**SUBJECT: Development Variance Permit Application No. PL2018-015
2668 East Side Road – Electoral Area ‘H’
Strata Lot 275, District Lot 251, Alberni District, Strata Plan VIS5160 Together With An
Interest In The Common Property In Proportion To The Unit Entitlement Of The Strata Lot
As Shown On Form V**

RECOMMENDATIONS

1. That the Board approve Development Variance Permit No. PL2018-015 to increase the maximum allowable floor area for one accessory building, to reduce the allowable floor area for two accessory buildings and to vary the setbacks of two interior side lot lines for the siting of an accessory building subject to the terms and conditions outlined in Attachments 2 to 4.
2. That the Board direct staff to complete the required notification for Development Variance Permit No. PL2018-015.

SUMMARY

This is an application for a development variance permit to facilitate the construction of an accessory building on the subject property. The applicants are requesting that the size and siting of the accessory building be varied in order to permit a larger space for storage of recreational vehicles and watercraft. Given that no negative impacts are anticipated as a result of the proposed variances, it is recommended that the Board approve the development variance permit pending the outcome of public notification and subject to the terms and conditions outlined in Attachments 2 to 4.

BACKGROUND

The Regional District of Nanaimo (RDN) has received an application from Clayton Kenneth Gilroy and Kelly Ray Gilroy to facilitate the construction of an accessory building. The subject property is approximately 708.3 m² in area and is zoned CD9 (Comprehensive Development 9) pursuant to “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987” (the Zoning Bylaw).

The subject property currently contains a small cabin and one accessory wood storage structure and is surrounded by similarly developed properties to the east and west; Horne Lake lies to the north and East Side Road to the south (see Attachment 1 – Subject Property Map).

Proposed Development and Variance

The proposed development includes the removal of an existing cabin and the construction of a new cabin and accessory building. While the existing cabin is within the 15.0 metre streamside protection and enhancement area (SPEA) for Horne Lake, the removal of the existing cabin will not require a development permit for fish habitat protection provided the removal takes place in accordance with the conditions of existing Development Permit 0120 (DP0120). The proposed new cabin is outside the SPEA and complies with the requirements of the CD9 zone and the conditions of DP0120.

The CD9 zone permits four small accessory buildings and structures for each recreational residence in the following format:

- Two accessory buildings: one 10.0 m² and one 6.0 m² each recreational residence;
- One accessory water storage structure of 6.0 m² per recreational residence;
- One accessory wood storage structure of 6.0 m² per recreational residence.

The total allowable floor area in the CD9 zone for all accessory buildings and structures combined is 28.0 m². The applicants propose to combine the allowable floor area for both permitted accessory buildings and the accessory water storage structure into one larger accessory building. In order to achieve this the applicants are requesting to increase the maximum permitted floor area for one of the accessory buildings from 10.0 m² to 18.2 m², to reduce the permitted floor area for a second accessory building from 6 m² to 0 m² and to reduce the permitted floor area of an accessory water storage structure from 6.0 m² to 0 m². As a result, the requested variances would limit the total number of accessory buildings from four to two; one accessory building of 18.2 m² and one wood storage structure to a maximum of 6.0 m².

The applicants are also requesting to reduce the setbacks along East Side Road (common property boundary) from 1.5 metres to 0.62 metres and the adjacent property line to the north from 1.5 metres to 1.15 metres for the siting of the accessory building (see Attachment 3 – Site Plan and Attachment 4 – Building Elevations). The applicants propose to vary the following regulations from the “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987”:

- **Section 3.4.107(c) – Floor Area:**
 - iii) to increase the maximum floor area for one accessory building from 10.0 m² to 18.2 m²; and, to decrease the maximum floor area for a second accessory building from 6.0 m² to 0.0 m².
 - iv) to decrease the maximum floor area for an accessory water storage structure from 6.0 m² to 0.0 m².
- **Section 3.4.107.4 - Minimum Setback Requirements** to reduce the setback from the interior side lot line to the north from 1.5 metres from to 1.15 metres.
- **Section 3.4.107.4 - Minimum Setback Requirements** to reduce the setback from the interior side lot line to the east from 1.5 metres from to 0.62 metres.

Land Use Implications

The applicants propose to increase the maximum permitted floor area and vary the setbacks from the northern and eastern interior side lot lines for an accessory building. Board Policy B1.5 for evaluation of development variance permit applications requires that there is an adequate demonstration of land use justification prior to the Board's consideration. In this case, the applicants have demonstrated that adherence to the Zoning Bylaw hinders the recreational use of the property. The lot is constrained by the 15.0 metre riparian setback from the present natural boundary of Horne Lake side and a narrowing configuration toward the lot line along East Side Road. This results in a limited building envelope. The applicants feel that combining the allowable floor area for three separate buildings into one will make more efficient use of the land. After siting the proposed cabin, septic system and one parking space within the permitted building envelope, the siting of the accessory building is restricted. The applicants have provided a site plan and building elevation drawings in support of the application (see Attachment 3 – Site Plan and Attachment 4 – Building Elevations).

Given that the variances are not anticipated to result in negative view implications for adjacent properties, and the applicants have provided sufficient rationale for the proposed variances, reasonable efforts have been made to address Board Policy B1.5.

Environmental Implications

The existing cabin is entirely within the 15.0 metre SPEA for Horne Lake. The applicants propose to lift the entire building onto a flat deck truck and transport the building off site. As the building does not have a concrete foundation there will be no alteration of the land or placement of fill within the 15.0 metre SPEA. All works within the SPEA, including the removal of the existing cabin, will occur in accordance with the conditions of existing DP0120, including restrictions on vegetation removal, site development and erosion protection. The proposed development will result in a net environmental benefit as the existing cabin within the SPEA is being removed and the new cabin will be located entirely outside the SPEA.

Public Consultation Implications

Pending the Electoral Area Services Committee's recommendation and pursuant to the *Local Government Act* and the "Regional District of Nanaimo Development Approvals and Notification Procedures Bylaw No. 1432, 2005", property owners and tenants of parcels located within a 50.0 metre radius of the subject property will receive a direct notice of the proposal and will have an opportunity to comment on the proposed variance prior to the Board's consideration of the application.

ALTERNATIVES

1. To approve Development Variance Permit No. PL2018-015 subject to the conditions outlined in Attachments 2 to 4.
2. To deny Development Variance Permit No. PL2018-015.

FINANCIAL IMPLICATIONS

The proposed development has been reviewed and has no implications related to the Board 2017 – 2021 Financial Plan.

STRATEGIC PLAN IMPLICATIONS

The proposed development has no implications related to the 2016 - 2020 Board Strategic Plan.



Angela Buick
Abuick@rdn.bc.ca
March 1, 2018

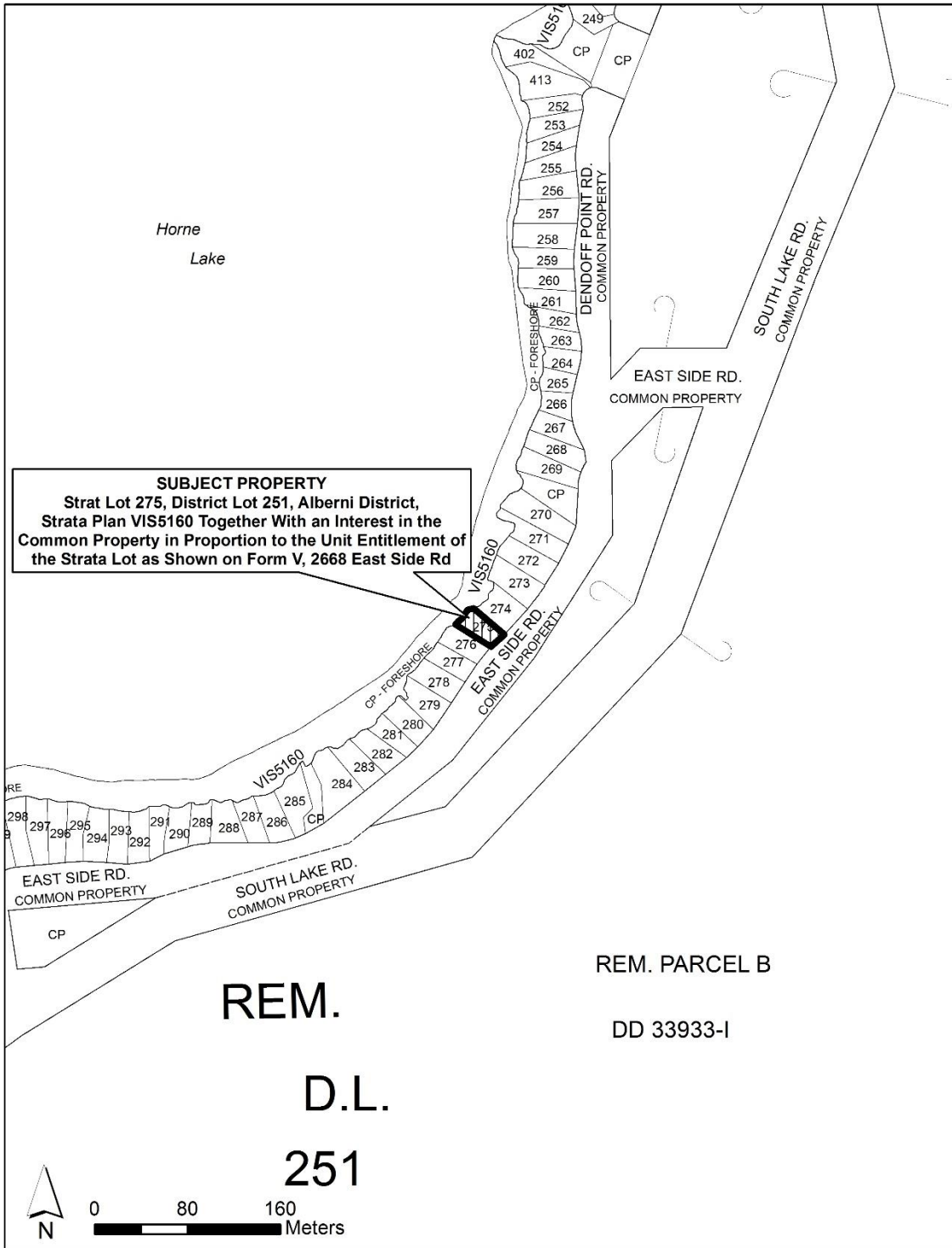
Reviewed by:

- J. Holm, Manager, Current Planning
- G. Garbutt, General Manager, Strategic & Community Development
- P. Carlyle, Chief Administrative Officer

Attachments

1. Subject Property Map
2. Terms and Conditions of Permit
3. Proposed Site Plan and Variances
4. Accessory Building Elevations and Plans

Attachment 1
Subject Property Map



Attachment 2 Terms and Conditions of Permit

The following sets out the terms and conditions of Development Variance Permit No. PL2018-015:

Bylaw No. 500, 1987 Variances

With respect to the lands, “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987” is varied as follows:

- **Section 3.4.107(c)(iii) – Floor Area** to increase the maximum floor area for one accessory building from 10.0 m² to 18.2 m²; and, to decrease the maximum floor area for a second accessory building from 6.0 m² to 0.0 m².
- **Section 3.4.107(c)(iv) – Floor Area** to decrease the maximum floor area for an accessory water storage structure from 6.0 m² to 0.0 m².
- **Section 3.4.107.4 - Minimum Setback Requirements** to reduce the setback from the interior side lot line to the north from 1.5 metres from to 1.15 metres.
- **Section 3.4.107.4 - Minimum Setback Requirements** to reduce the setback from the interior side lot line to the east from 1.5 metres from to 0.62 metres.

Conditions of Approval

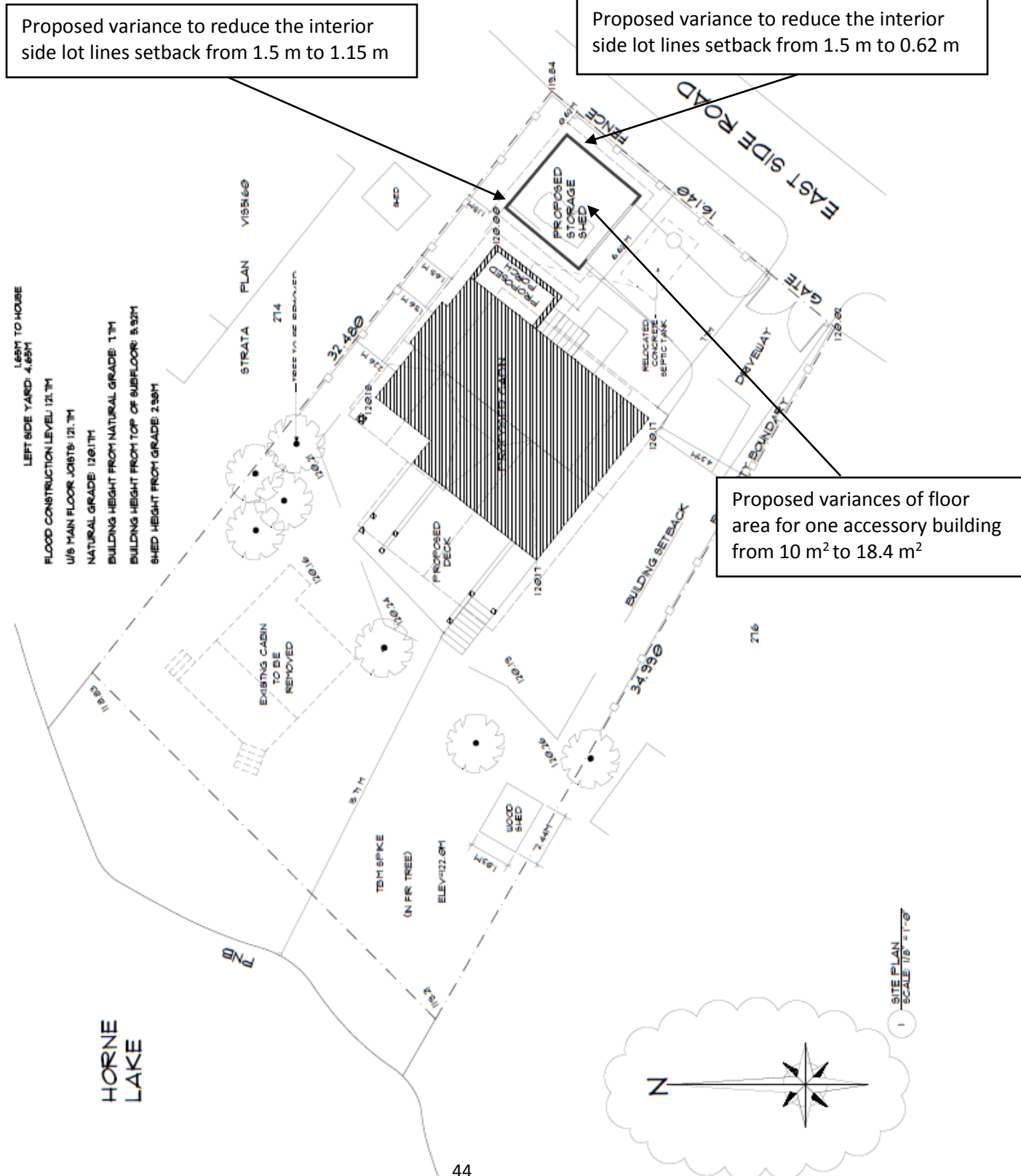
1. The site is developed in accordance with the site plan prepared by John Gower Design dated October 11, 2017 and attached as Attachment 3.
2. The proposed development is in general compliance with the plans and elevations prepared by John Gower Design dated October 11, 2017 and attached as Attachment 4.
3. The subject property shall be developed in accordance with the recommendations contained in the Development Permit No. 0120.
4. The proposed landscaping shall be provided and maintained in accordance with the Landscaping Development Permit No. 0120.
5. The property owner shall obtain the necessary permits for construction in accordance with Regional District of Nanaimo Building Regulations.

Attachment 3
Proposed Site Plan and Variances
 (Page 2 of 2)

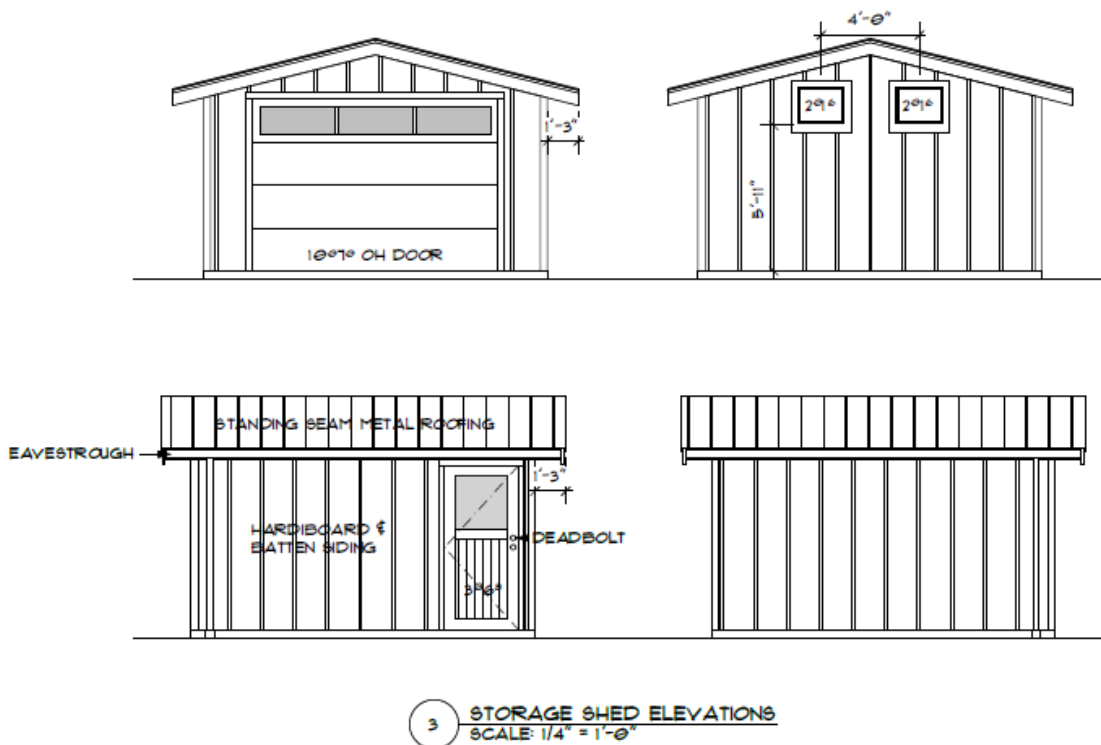
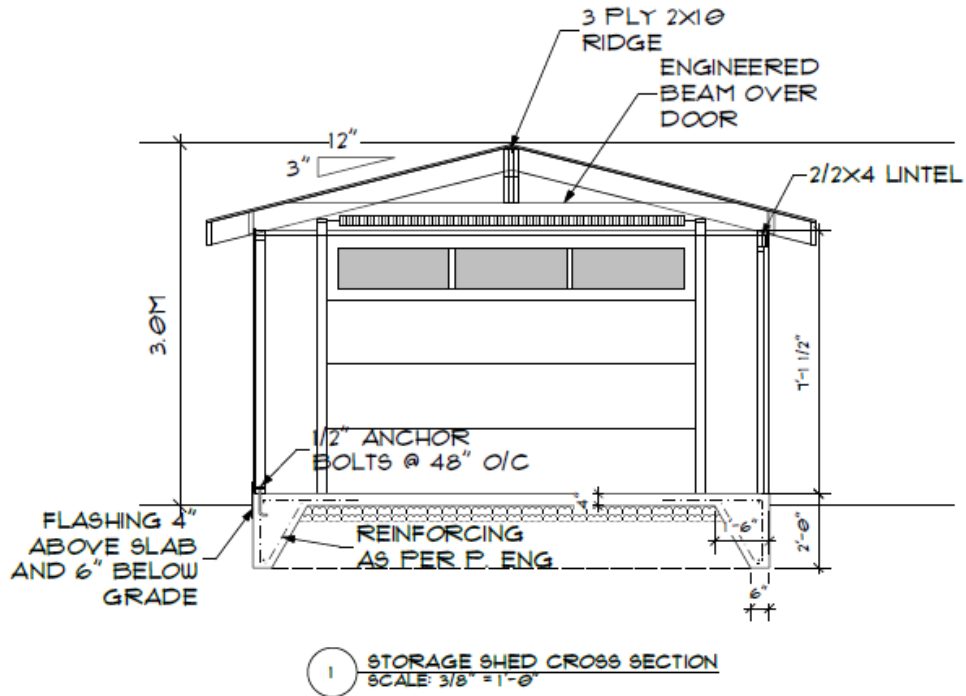
Proposed variance to reduce the interior side lot lines setback from 1.5 m to 1.15 m

Proposed variance to reduce the interior side lot lines setback from 1.5 m to 0.62 m

Proposed variances of floor area for one accessory building from 10 m² to 18.4 m²



Attachment 4
Accessory Building Elevations and Plans



TO: Electoral Area Services Committee **MEETING:** March 13, 2018

FROM: Nick Redpath
Planner **FILE:** 500.413,2018
1285.29,2018

SUBJECT: Gathering for an Event in the Agricultural Land Reserve – Proposed Zoning Amendments to Bylaw 500 and Bylaw 1285

RECOMMENDATIONS

1. That the Board receive the Gathering for an Event in the Agricultural Land Reserve – Proposed Zoning Amendments to Bylaw 500 and Bylaw 1285 report for information.
2. That “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.413, 2018”, be introduced and read two times.
3. That the Public Hearing on “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.413, 2018”, be chaired by Chairperson Veenhof or his alternate.
4. That the “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Amendment Bylaw No. 1285.29, 2018”, be introduced and read two times.
5. That the Public Hearing on “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Amendment Bylaw No. 1285.29, 2018”, be chaired by Director Fell or his alternate.
6. That the use of a permitting system for gathering for an event in the Agricultural Land Reserve be investigated.

SUMMARY

Recent amendments to the Agricultural Land Reserve Use, Subdivision and Procedure Regulation (ALR Regulation) allowing a gathering for an event on lands within the Agricultural Land Reserve (ALR) prompted the Board to direct staff to undertake a preliminary review of the Regional District of Nanaimo’s (RDN) zoning bylaws and engage with the farming community and Agricultural Advisory Committee (AAC). Several opportunities were identified through a preliminary bylaw review for the RDN to clarify and regulate the recently approved ALR regulatory changes for gathering for an event.

The proposed bylaw amendments to “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500, 1987” and “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Amendment Bylaw No. 1285, 2002” include setbacks, maximum site area, parking, clearly defining terminology, inclusion of Agricultural Land Commission (ALC) conditions and expanding the existing Temporary Use Permit (TUP) designation to accommodate gatherings for larger events as approved by the ALC. Subsequently, the farming community and Agricultural Advisory Committee (AAC) were engaged to gather feedback and direction on the proposed bylaw amendments and other approaches to address the changes to the ALR Regulation. Based on the input received, two recommendations have been provided. First, that Amendment Bylaw No. 500.413, 2018 and

Amendment Bylaw 1285.29, 2018 be granted first and second reading and proceed to a Public Hearing. Second, that the based on concerns from the AAC related to externalities related to permitted gatherings, that the use of a special permit process for gathering for an event in the ALR be investigated.

BACKGROUND

On August 9, 2016, the Ministry of Agriculture (MOA) announced that new changes to the current ALR Regulation had been developed allowing landowners in the ALR with farm class under the *Assessment Act* to host specific events like weddings, concerts and other non-agriculture related commercial activities if certain conditions as set out in the new regulations were satisfied. These conditions are outlined in a policy entitled “Gathering for an Event in the ALR” (Attachment 1 – ALC Policy L-22).

On November 25, 2016, following Board direction, a report from staff went to the AAC outlining the recent changes made by the MOA in regards to gathering for an event. In addition to summarizing the recent ALR regulatory changes, the report identified several opportunities in which RDN zoning bylaws could be amended to regulate this newly permitted use. Some potential amendments identified include clearly defining terminology, amending setbacks, limiting size of events, parking provisions and expanding the existing TUP designation. The proposed amendments are intended to create consistency between RDN bylaws and the new ALR Regulation, mitigate impact on neighbouring properties, promote health and safety at these events, preserve agricultural land and promote opportunities for farmers to supplement their on-farm income. At the AAC meeting, a motion was made for the AAC to have the opportunity for further input on the proposed bylaw amendments.

On December 12, 2017, a report along with proposed bylaw amendments to Bylaw 500 and Bylaw 1285 were considered by the Board. Following Board direction, engagement with the farming community and AAC was completed to gather input on possible zoning bylaw amendments and provide direction to help guide staff in considering a balanced regulatory approach to the recently updated ALR Regulation for gathering for an event.

Land Use Implications

Changes made to the ALR Regulation have authorized a limited number of secondary on-farm commercial activities to take place on properties in the ALR with farm class under the *Assessment Act*, leaving local governments with the ability to regulate but not prohibit these activities.

Non-agricultural gathering for an event on ALR land is not currently addressed within RDN zoning regulations. The implication is that these recent changes create a new use within the ALR that is not regulated by existing zoning bylaws. Given that the ALR Regulation supersedes local government bylaws in this instance, events could be held on a property in the ALR, within the RDN (subject to the conditions outlined in Attachment 1), without any specific zoning regulations to address potential impacts.

Although local governments cannot prohibit non-farm gathering for an event on properties within the ALR, they can regulate certain aspects through zoning bylaws. In order to create consistency between RDN bylaws and the new ALR Regulation, mitigate impact to neighbouring properties, promote health and safety at these events, preserve agricultural land and provide opportunities for farmers to supplement their income, possible amendments have been drafted to Bylaw 500 and Bylaw 1285 as outlined below.

Proposed Amendments to Bylaw 500 (see Attachment 3 – Proposed Amendments to Bylaw No. 500.413, 2018) and Bylaw 1285 (see Attachment 4 – Proposed Amendments to Bylaw No. 1285.29, 2018)

Definitions

Agricultural Land Commission Policy L-22 provides a new definition for “gathering for an event” and “agri-tourism on a farm” and updates the current definition of “agri-tourism”. To create consistency and reflect recent changes to the ALR Regulation, new and updated definitions are proposed to be included into the Definitions section of Bylaw 500 and Bylaw 1285.

General Regulations

The new ALR Regulations consider “gathering for an event” to be a permitted use on ALR land, only if certain conditions are met (see Attachment 1 for an overview of these conditions). All of these conditions are included into the General Regulations sections of Bylaw 500 and Bylaw 1285 to create consistency between the Agricultural Land Reserve Use, Subdivision and Procedure Regulation and RDN zoning bylaws and provide clarity to staff, the public and property owners hosting events.

Setbacks – Bylaw 500 and Bylaw 1285

Implementing appropriate setbacks will reduce impact and disturbance to neighbouring properties and provide adequate access for emergency vehicles on the property, while still allowing property owners to supplement on-farm income through hosting a limited number of commercial events each year.

Since this is a new permitted on-farm use, there are currently no setback requirements. As such, three possible options were considered and input was sought from the farming community and AAC regarding options 2 through 4 to establish the recommended setback requirements. Based on the feedback, a new option was identified and is proposed below in Option 1:

Setback Option 1 (recommended)

This option recommends a 30 metre setback and is included in the proposed amendment bylaws. The 30.0 metre setbacks were established through survey results and consultation with the farming community and AAC. Consultation feedback and survey results established that Option 4, the originally proposed 15.0 metres, would not be a sufficient setback for an event and would not mitigate impacts to neighbouring properties. The proposed 30.0 metre setback will also allow for emergency vehicle access, while still providing property owners the opportunity to supplement on-farm income through hosting a limited number of commercial events each year.

Setback Option 2

This option, which currently is in place, is to not implement specific setback requirements and allow gatherings for an event to take place anywhere on a property.

Setback Option 3

This option would be to apply existing setback regulations for Agricultural Zones in Bylaw 500 and Bylaw 1285 for the new permitted use “gathering for an event”. Below is a summary of existing setback regulations within Bylaw 500 and Bylaw 1285.

Currently, within the Agriculture 1 Zone of Bylaw 500, the setback for non-farm use buildings and structures is 8.0 metres from all lot lines except where the parcel is less than 4,000 m² in area then the setback from lot lines may be reduced to 2.0 metres from an interior side lot line and 5.0 metres from other lot lines, excluding the front lot line.

Within the Agriculture 2 Zone of Bylaw 500, the setback for non-farm buildings and structures is currently 20.0 metres from all lot lines.

Within the General Regulations of Bylaw 1285, setbacks for agricultural buildings and structures are 4.5 metres from front and exterior side lot lines and 2.0 metres from all other lot lines.

In 2016, the Agriculture Bylaw and Policy Updates Project was completed and one of the objectives of this project was to review current setbacks in Agriculture Zones of both Bylaw 500 and Bylaw 1285 to provide more flexible minimum setback requirements. Essentially, setbacks are designed in a tiered system with larger lots having larger setbacks, mid-sized lots having reduced setbacks and smaller lots requiring further reduced setbacks.

Current setbacks in Agriculture Zones were intended to support agriculture and make regulations less onerous and only apply to buildings and structures. Gathering for an event is not considered an agricultural use and may take place within a building and/or outdoor area.

Setback Option 4

This option, which was originally included in the proposed amendment bylaws prior to community engagement applied best practices established by the Ministry of Agriculture's Guide to Edge Planning. Within this document, farm-side setbacks for specific farm uses and commodity activities are recommended to be 15.0 metres from property lines.

Parking

Within Bylaw 500 and Bylaw 1285, proposed minimum parking requirements and setbacks for gathering for an event are one per four persons capacity based on a parking rate comparable to dance or assembly use with setbacks of 15.0 metres from all lot lines.

The ALC requires all parking to be on the farm, but not to be permanent nor interfere with the farm's agricultural productivity. Increased minimum parking requirements may lead to damage and loss of the farm's agricultural productivity and create a safety hazard with increased amounts of vehicle traffic on and off the property. With fewer parking spaces required, guests will be encouraged to carpool or make alternate arrangements for transportation to and from the event. Hosts of these events will have the option to provide additional parking to the proposed minimum if deemed necessary.

Parking setback requirements of 15.0 metres, are proposed to reduce impact on neighbouring properties and to promote health and safety by allowing access for emergency vehicles.

Maximum Site Area

A proposed maximum site area for gathering for an event is 500 m².

ALC Policy L-03 Activities Designated as Farm Use: Wineries and Cideries in the Agricultural Land Reserve explains that 125 m² of floor space is roughly equivalent to a seating capacity of 65 persons. The ALR

Regulations allow a maximum amount of 150 guests for a gathering for an event. Permitting a maximum site area of 500 m² for events will allow sufficient space for the maximum 150 guests. Sufficient space and separation for guests will help increase the overall health and safety of the event while maintaining the intent of the *Agricultural Land Commission Act*.

Temporary Use Permits for Gathering for Events

Similar to the existing Temporary Use Permit for Farmer's Markets section of both Bylaw 500 and Bylaw 1285, a change to include the ability to issue a TUP for a gathering for an event is proposed. The amendment is to include a general clause within each bylaw that would support the issuance of a TUP for an event that contravenes the proposed zoning regulations (larger than 150 people, more than 10 events etc.) in any zone subject to approval from the ALC and further specific requirements deemed necessary by the RDN. Expanding the existing TUP designation is an appropriate approach to accommodate events contrary to the zoning bylaw as it includes a public notification process and can impose a variety of specific requirements. The specific requirements will be informed through consultation and could include criteria to address emergency services and public safety.

Public Consultation Implications

As per direction provided by the Board at its December 12, 2017 meeting, consultation with the farming community and AAC was conducted. Consultation was initiated through both an online forum and stakeholder meetings. The online forum included an interactive webpage accessible through the RDN Get Involved webpage and stakeholder meetings were held January 24, 2018 with the Coombs Farmers' Institute (CFI), January 25, 2018 with the Nanaimo-Cedar Farmers' Institute (NCFI) and February 16, 2018 with the AAC.

This project was open to the public on the RDN Get Involved webpage and promoted through social media and also distributed to executive representatives of both farming institutes who forwarded it to their members and anyone else they felt may be impacted by the proposed amendments and changes to the ALR Regulations. The interactive webpage was designed to provide background information and make available pertinent documents related to this project while also providing an opportunity for feedback to be submitted through an online survey. Hard copies of the survey were also made available at the stakeholder meetings. A summary of the survey and meetings are outlined in Attachment 2 – Farming Community and Agricultural Advisory Committee Consultation Summary.

Consultation with the NCFI and the AAC identified a number of concerns, most important being fire protection and adequate washroom facilities for these events that cannot be addressed through the zoning bylaw. After a preliminary review, it has been determined that the RDN does have the authority to implement a permitting system for gathering for an event. The recommendation is to investigate this process further and report back to the Board on the implications of using special permits for gathering for events in the ALR.

In accordance with Section 464 of the *Local Government Act*, should the Board grant first and second reading to the amendment bylaws, a Public Hearing is required to be held or waived prior to the Board's consideration of third reading. The purpose of the Public Hearing is to provide an opportunity for those who believe that their interest in property is affected by the proposed bylaw to be heard by the Regional Board. In addition, the Regional Board may delegate the Public Hearings by resolution in accordance with Section 469 of the *Local Government Act*. Therefore, it is recommended, that should the Board grant first and second reading to the proposed amendment bylaw, that a Public Hearing be held in

accordance with Section 464 of *The Local Government Act* and that the Public Hearing for Bylaw 500 be delegated to Chairperson Veenhof and the Public Hearing for Bylaw 1285 be delegated to Director Fell.

ALTERNATIVES

1. To proceed with Zoning Amendments to Bylaw 500 and Bylaw 1285, consider first and second reading of the Amendment Bylaws and proceed to Public Hearings and investigate the use of a permitting system for gathering for an event in the ALR.
2. To proceed with Zoning Amendments to Bylaw 500 and Bylaw 1285, consider first and second reading of the Amendment Bylaws and proceed to Public Hearings and not investigate the use of a permitting system for gathering for an event in the ALR
3. To not proceed with the Amendment Bylaw readings and Public Hearings and not proceed with investigating the use of a permitting system for gathering for an event in the ALR.
4. That the Board provide alternate direction.

FINANCIAL IMPLICATIONS

This report is prepared in response to recent changes to the ALR Regulation in regards to gathering for an event on farm land within the ALR. This report, proposed bylaw amendments and investigation into a permitting system can be accommodated within the existing Community Planning budget.

STRATEGIC PLAN IMPLICATIONS

A focus on Economic Health is one of the strategic priorities in the RDN 2016 – 2020 Strategic Plan. In particular, the strategic plan directs that the RDN will foster economic development and support diversification of our regional economy while also recognizing the importance of agriculture. Proposed bylaw amendments to address changes to the ALR Regulation allowing for non-farm use gathering for an event will help support and foster economic development for farmers within the ALR. These proposed bylaw amendments preserve traditional agriculture land and practices while also creating incentives and opportunities for existing farmers to supplement their farm income through secondary, on-farm activities.




Nick Redpath
nredpath@rdn.bc.ca
February 28, 2018

Reviewed by:

- P. Thompson, Manager, Long Range Planning
- G. Garbutt, General Manager, Strategic & Community Development
- P. Carlyle, Chief Administrative Officer

Attachments

1. ALC Policy L-22
2. Summary of Farming Community and Agricultural Advisory Committee Consultation
3. Proposed Amendment Bylaw No. 500.413, 2018
4. Proposed Amendment Bylaw No. 1285.29, 2018

 <p>Agricultural Land Commission Act</p>	<p style="text-align: right;">Policy L-22 October 2016</p> <p style="text-align: center;">ACTIVITIES DESIGNATED AS A PERMITTED NON-FARM USE: GATHERING FOR AN EVENT IN THE AGRICULTURAL LAND RESERVE ("ALR")</p>
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This policy is intended to assist in the interpretation of the [Agricultural Land Commission Act](#), 2002, including amendments as of September 2014, (the "ALCA") and BC Regulation 171/2002 ([Agricultural Land Reserve Use, Subdivision and Procedure Regulation](#)), including amendments as of August 2016, (the "Regulation"). In case of ambiguity or inconsistency, the ALCA and Regulation will govern.

REFERENCE:

Agricultural Land Commission Act, S.B.C. 2002, c. 36, Section 1.

Agricultural Land Reserve Use, Subdivision and Procedure Regulation (BC Reg. 171/2002), the "Regulation", Section 1(4) and Section 3(4).

Section 3(4) The following non-farm uses are permitted in an agricultural land reserve and must not be prohibited by a local government bylaw or, for lands located in an agricultural land reserve that are treaty settlement lands, by a law of the applicable treaty first nation government:

(k) gathering for an event, if all of the following conditions are met:

- i. the farm must be located on land classified as a farm under the [Assessment Act](#);*
- ii. permanent facilities must not be constructed or erected in connection with the event;*
- iii. parking for those attending the event must be available on the farm, but must not be permanent nor interfere with the farm's agricultural productivity;*
- iv. no more than 150 people, excluding residents and employees of the farm, may be gathered on the farm at one time for the purpose of attending the event;*
- v. the event must be of no more than 24 hours duration;*
- vi. no more than 10 gatherings for an event of any type may occur on the farm within a single calendar year.*

Section 1 (4) Definitions:

"gathering for an event" means a gathering of people on a farm for the purpose of attending

- (a) a wedding, unless paragraph (c) (ii) applies,*

(b) a music festival, or

(c) an event, other than

(i) an event held for the purpose of agri-tourism, or

(ii) the celebration, by residents of the farm and those persons whom they invite, of a family event for which no fee or other charge is payable in connection with the event by invitees.

Section 2(2.4) In subsections (2.1) to (2.3):

(f) gathering for an event, if the event is held only in the lounge referred to in paragraph (b) or the special event area referred to in paragraph (c) of this subsection, and, for this purpose, section 3 (4) (k) does not apply.

INTERPRETATION:

Gathering for an event is a permitted non-farm use in the Agricultural Land Reserve and must not be prohibited by a local government bylaw as long as the event meets the conditions set out in the Regulation.

No more than 150 people may be in attendance and the event must be less than 24 hours in duration.

A maximum of 10 events of any type are permitted within a calendar year on a farm. For example, 5 weddings, 2 music concerts and 3 art shows. Where more than one farm business is being operated from a farm, the maximum 10 events applies. It is recommended that a record of events be maintained by the farmer including type of event, date and number of attendees.

There is no requirement for these events to directly market or promote agricultural products grown on the farm and therefore are not considered agri-tourism events.

People hosting events must make every effort to avoid negative impacts to the use of agricultural land including but not limited to, damage to agricultural land and structures, noise that disturbs animals and livestock, trespass, vandalism, theft and blocking access to adjacent farm businesses.

Events may include weddings, private parties, corporate retreats, music concerts and concert series, music festivals, film and theatrical presentations, art shows, dance recitals, charitable and political fundraising events, dances, and sports events, so long as otherwise compliant with the Regulation. Any event that is not an agri-tourism event falls into this category.

The Regulation allows gathering for events in the ALR provided the land is assessed as “farm” under the *Assessment Act*. If the assessment changes, the use is no longer permitted. The farm may be comprised of one or several parcels of land owned or operated by a farmer as a farm business. The farm parcels should be contiguous or in the same general geographic area.

**Attachment 1 – ALC Policy L-22
(Page 3 of 4)**

Permanent facilities must not be constructed or erected for any event activity. Permanent facilities include, but are not limited to: buildings or permanent structures, hard surface parking areas, concrete pads, structural foundations, retaining walls, permanent tents (erected for more than 90 days) and permanent alteration to the landscape (fill, gravel, berms, hills, dugouts, amphitheatres). The conversion of existing buildings and the construction associated with bringing them up to public assembly building code is also deemed as the construction or erection of a permanent facility. If permanent facilities are required, an application and approval of the Commission is necessary.

For the purposes of this policy, parking areas must not be permanent (asphalt, concrete, gravel, etc) and parking must not interfere with the farm's agricultural productivity. All vehicles visiting the farm for the event must be parked on site. To minimize impacting farm land, parking should be along field edges, adjacent to internal farm driveways and roads, and in farm yard areas or immediately adjacent to farm buildings and structures.

Personal family celebrations hosted by the farm owner where no fee is charged continue to be allowed.

This Policy does not apply to agri-tourism activities. See Related Policies.

As per subsection 2.4(f) of the regulation, these conditions do not apply to wineries, cideries, meaderies, breweries and distilleries if the event(s) is held only in the ancillary food and beverage service lounge that has been developed in compliance with section 2(2.4)(b) of the Regulation. Regulation section 3(4)(k) and associated restrictions apply if the event(s) are held outside the lounge area. This means wineries, cideries, meaderies, breweries and distilleries may host an unlimited number of events in their lounge area and an additional 10 events as per section 3(4)(k) held outside the lounge area.

Local governments have the authority to regulate events with regard to structures and building occupancy (including determining if an existing farm building is appropriate for a gathering or requires upgrades for public assembly), parking, lighting, hours of operation, health and safety, noise, access for police, fire and emergency vehicles, etc. Local governments have the authority to require permits for events.

Events in excess of the what is permitted under section 3(4)(k) require an application pursuant to section 20(3) of the Agricultural Land Commission Act and approval of the Commission.

TERMS:

family event means an event attended by

- (a) family members, and
- (b) close personal friends or close business associates of family members

family member with respect to a person means

- (a) parents, grandparents and great grandparents,
- (b) spouse, parents of spouse and stepparents of spouse,
- (c) brothers and sisters,
- (d) children or stepchildren, grandchildren and great grandchildren, and

**Attachment 1 – ALC Policy L-22
(Page 4 of 4)**

(e) aunts, uncles, cousins, nephews and nieces

fee or other charge includes a gift in lieu of a fee or charge given in connection with the event

wedding means the ceremony of marriage or a marriage-like ceremony and/or the reception celebration

music festival means concert or concert series no more than 24 hours in duration

Unless defined in this policy, terms used herein will have the meanings given to them in the ALCA or the Regulation.

RELATED POLICY:

ALC Policy L-04 Activities Designated as a Farm Use: Agri-Tourism Activities in the ALR

ALC Policy L-03: Activities Designated as Farm Use: Wineries and Cideries in the ALR

ALR Policy L-21: Activities Designated as Farm Use: Brewery, Distillery and Meadery in the ALR

Attachment 2

Summary of Farming Community and Agricultural Advisory Committee Consultation (Page 1 of 2)

Survey Results

The survey was made available until February 23, 2018 through an online website accessible via the Regional District of Nanaimo (RDN) Get Involved webpage and also distributed at meetings held with the Coombs Farmers' Institute and Nanaimo-Cedar Farmers' Institute. Of the survey responses submitted, seventy-four percent owned land in the Agricultural Land Reserve with eighty-three percent saying that they had not been negatively impacted by a gathering for an event. Eighty-two percent responded that yes, there should be a minimum distance from a property line where an event can be held, with sixty-three percent saying that the proposed 15.0 metre setback is not large enough. Sixty-eight percent responded that they agreed the size of the area where events can be held should be limited, with fifty-six percent saying 500 m² is not reasonable as it is too small of an area for an event. Seventy-six percent of responses said that one parking spot per four guests is not a sufficient amount of parking for an event.

Coombs Farmers' Institute Meeting

Twelve people were present at the meeting with the Coombs Farmers' Institute held on January 24, 2018. At the meeting, the proposed amendments were discussed and it was noted that gathering for an event has not been an issue for farmers in the Coombs area. Discussion around proposed setbacks, maximum event area and minimum parking requirements took place and it was felt that they were insufficient to mitigate disturbances to neighbouring properties from large events. Representatives of the Institute felt that the ALC conditions were sufficient and additional regulations from the RDN are not necessary as there is not an issue with gathering for an event in this area and that the regulations proposed would be onerous and insufficient to mitigate potential issues. Discussion around the benefits of neighbourly respect took place and that an educational brochure emphasizing that these events should be held on an area of the property that will have the least negative effects on neighbours should be pursued.

Nanaimo-Cedar Farmers' Institute Meeting

Eleven people were present at the meeting with the Nanaimo-Cedar Farmers' Institute held on January 25, 2018. Concerns surrounding noise, fire hazards and lack of oversight were raised in relation to gathering for an event in the Cedar area. Discussions ensued around the potential for a RDN permitting/declaration process to require anyone wishing to host a gathering for an event to attain a permit from the RDN. The lack of oversight for these events was a concern as it was felt many property owners hosting these events were not aware of all applicable regulations (BC Fire Code, Island Health regulations, RDN bylaws, etc.) that pertain to them, putting themselves, neighbours and guests of the event at risk. Methods to require property owners interested in pursuing/hosting these events to come into the RDN and receive educational information on how to proceed in compliance with all applicable regulations were discussed. It was suggested that educational information be made available to property owners in the ALR through a mail out and online as this would be a means for prospective hosts and neighbouring property owners to be properly informed of all regulations surrounding these events.

The proposed bylaw amendments were discussed and members present at the meeting felt that one set of regulations would not fit all properties as each is unique in size and topography. It was suggested that a tiered system be investigated making larger lots be subject to larger setbacks and maximum event areas and smaller lots be subject to smaller setbacks and maximum event areas.

Attachment 2

Summary of Farming Community and Agricultural Advisory Committee Consultation (Page 2 of 2)

Agricultural Advisory Committee

The Agricultural Advisory Committee (AAC) met on February 16, 2018 to discuss the ALR Regulations for gathering for an event and the proposed RDN bylaw amendments. Concerns were raised surrounding the risk of fires occurring from these events during the dry summer months and adequate washroom facilities being present. AAC members noted that these events have caused issues in the Cedar area and parking overflow onto streets was a concern. The AAC noted that the proposed setbacks of 15 metres were not effective and should be increased to reduce impacts to neighbouring properties.

Discussions ensued around the RDN investigating the potential for a permitting system for these events as a means to have event holders come into the RDN office to attain a permit and be informed of all regulatory implications associated with these events.

At its February 16, 2018 meeting, the AAC passed a motion recommending that a permitting system be put in place to address the concerns of fire, noise and parking for gathering for an event in the Agricultural Land Reserve.

Attachment 3

REGIONAL DISTRICT OF NANAIMO BYLAW NO. 500.413

A Bylaw to Amend Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987

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

- A. This Bylaw may be cited as “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.413, 2018”.
- B. The “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987”, is hereby amended as follows:
 1. Under **PART 2, INTERPRETATION, DEFINITIONS** by deleting and adding the following definition in alphabetical order:

agri-tourism means an activity, or services that are ancillary to an activity referred to in the definition of *agri-tourism on a farm* that is carried out on land that is classified as a farm under the Assessment Act, to which members of the public are ordinarily invited, with or without a fee, and in connection with which permanent facilities are not constructed or erected;

2. Under **PART 2, INTERPRETATION, DEFINITIONS** by adding the following definitions in alphabetical order:

agri-tourism on a farm means the following:

- (a) an agricultural heritage exhibit displayed on the farm;
- (b) a tour of the farm, an educational activity or demonstration in respect of all or part of the farming operations that take place on the farm, and activities ancillary to any of these;
- (c) cart, sleigh and tractor rides on the land comprising the farm;
- (d) activities that promote or market livestock from the farm, whether or not the activity also involves livestock from other farms, including shows, cattle driving and petting zoos;
- (e) dog trials held at the farm;
- (f) harvest festivals and other seasonal events held at the farm for the purpose of promoting or marketing farm products produced on the farm;
- (g) corn mazes prepared using corn planted on the farm.

gathering for an event means a gathering on a farm for the purpose of attending:

- (a) a wedding, unless paragraph (c) (ii) applies;
- (b) a music festival; or
- (c) an event, other than:

- (i) an event held for the purpose of agri-tourism; or
- (ii) the celebration, by residents of the farm and those persons whom they invite, of a family event for which no fee or other charge is payable in connection with the event by invitees.

3. Under **PART 3, LAND USE REGULATIONS, Section 3.3 General Regulations** by deleting Subsection 10) a) 1. XIII. and replacing it with the following:

XIII.	Gathering for an Event - All buildings, structures or event areas	30.0 m
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4. Under **PART 3, LAND USE REGULATIONS, Section 3.3 General Regulations** by adding the following Subsection after 3.3.10) a) 1) XIII):

XIV.	All other agricultural buildings and structures	8.0 m
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5. Under **PART 3, LAND USE REGULATIONS, Section 3.3 General Regulations** by adding the following Subsection after 3.3.16) c):

d) **Gathering for an Event**

- i) As per Section 1 of the *Agricultural Land Reserve Use, Subdivision and Procedure Regulation* on parcels within the Agricultural Land Reserve and where gathering for events is a permitted accessory use in this bylaw, the following general provisions apply:
 - a. The farm must be located on land classified as a farm under the *Assessment Act*;
 - b. permanent facilities must not be constructed or erected in connection with the event;
 - c. parking for those attending the event must be available on the farm, but must not be permanent nor interfere with the farm's agricultural productivity;
 - d. no more than 150 people, excluding residents and employees of the farm, may be gathered on the farm at one time for the purpose of attending the event;
 - e. the event must be of no more than 24 hours duration;
 - f. maximum site area for events shall not exceed a combined total of 500 m²; and

- g. no more than 10 gatherings for an event of any type may occur on the farm within a single calendar year.
6. Under **PART 3, LAND USE REGULATIONS, Section 3.3 General Regulations** by deleting Subsection 17) and replacing it with the following:

17) Temporary Use Permits for Farmers' Markets and Gathering for an Event

In accordance with the *Local Government Act*, the RDN may support temporary use permits for farmers' markets and gathering for an event on any parcel within the area covered by this bylaw.

The following conditions and criteria will be included in the RDN's consideration of such applications depending on the nature of the application being considered.

- a) Where the land is in the ALR, approval from the Provincial Agricultural Land Commission is required.
 - b) The RDN may specify conditions of approval including, but not limited to, environmental protection measures, hours of operation, buffering between adjacent uses, parking, and groundwater protection and may require the posting of a bond or other applicable security to ensure compliance with the conditions of the permit.
 - c) The RDN will consider the impact on local road networks and on-site parking.
 - d) The RDN may consider any other condition or criteria as deemed necessary by the RDN.
7. Under **PART 3, LAND USE REGULATIONS, Section 3.4 Regulations for Each Zone, 3.4.1 AGRICULTURE 1 – AG1** by adding the following Subsection after **3.4.1.1 Permitted Accessory Farm Uses d)**:

e) Gathering for an Event

8. Under **PART 3, LAND USE REGULATIONS, Section 3.4 Regulations for Each Zone, 3.4.2 AGRICULTURE 2 - AG2** by adding the following Subsection after **3.4.2.1 Permitted Accessory Farm Uses d)**:

e) Gathering for an Event

9. Under **PART 3, LAND USE REGULATIONS – SCHEDULE '3B' TABLE 1 REQUIRED NUMBER OF OFF STREET PARKING SPACES** by adding the following text under the **Commercial** Subsection in alphabetical order:

Gathering for Events	1 spot per 4 guests must be available on the farm, but must not be permanent nor interfere with the farm's agricultural productivity and must be setback 15.0 m from all lot lines.
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Introduced and read two times this ___ day of _____ 2018.

Public Hearing held this ___ day of _____ 2018.

Read a third time this ___ day of _____ 2018.

Approved by the Minister of Transportation and Infrastructure pursuant to the *Transportation Act* this ___ day of _____ 2018.

Adopted this ___ day of _____ 2018.

CHAIR

CORPORATE OFFICER

Attachment 4

REGIONAL DISTRICT OF NANAIMO
BYLAW NO. 1285.29

A Bylaw to Amend Regional District of Nanaimo
Electoral Area 'F' Zoning and Subdivision Bylaw No. 1285, 2002

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

- A. This Bylaw may be cited as “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Amendment Bylaw No. 1285.29, 2018”.
- B. The “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Bylaw No. 1285, 2002”, is hereby amended as follows:
 - 1. Under **SECTION 2, GENERAL REGULATIONS, 2.9 Setbacks – Buildings and Structures** by deleting Subsection f) 1) XIV. and replacing it with the following:

XIV.	Gathering for an Event - All buildings, structures or event area	30.0 metres
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- 2. Under **SECTION 2, GENERAL REGULATIONS, 2.9 Setbacks – Buildings and Structures** by adding the following subsection after 2.9 f) 1) XIV:

XV.	All other agricultural buildings and structures	Front and exterior side lot lines 4.5 metres All other lot lines 2.0 metres
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- 3. Under **SECTION 2, GENERAL REGULATIONS** by adding the following text into Subsection **2.17 Parking – Table 2.2 REQUIRED PARKING SPACES**:

Gathering for Events	1 spot per 4 guests must be available on the farm, but must not be permanent nor interfere with the farm’s agricultural productivity and must be setback 15.0 m from all other lot lines.
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4. Under **SECTION 2, GENERAL REGULATIONS, 2.20 Accessory Farm** Use Regulations by adding the following Subsection after 2.20 5:

6. Gathering for an Event

As per Section 1 of the *Agricultural Land Reserve Use, Subdivision and Procedure Regulation* on parcels within the Agricultural Land Reserve and where gathering for events is a permitted accessory use in this bylaw, the following general provisions apply:

- a. The farm must be located on land classified as a farm under the *Assessment Act*;
- b. permanent facilities must not be constructed or erected in connection with the event;
- c. parking for those attending the event must be available on the farm, but must not be permanent nor interfere with the farm's agricultural productivity;
- d. no more than 150 people, excluding residents and employees of the farm, may be gathered on the farm at one time for the purpose of attending the event;
- e. the event must be of no more than 24 hours duration;
- f. maximum site area for events shall not exceed 500 m²; and
- g. no more than 10 gatherings for an event of any type may occur on the farm within a single calendar year.

5. Under **SECTION 2, GENERAL REGULATIONS,** by deleting Subsection **2.21** and replacing it with the following:

2.21 Temporary Use Permits for Farmers' Markets and Gathering for an Event

In accordance with the *Local Government Act*, the RDN may support temporary use permits for farmers' markets and gathering for an event on any parcel within the area covered by this bylaw.

The following conditions and criteria will be included in the RDN's consideration of such applications depending on the nature of the application being considered.

- a) Where the land is in the ALR, approval from the Provincial Agricultural Land Commission is required.
- b) The RDN may specify conditions of approval including, but not limited to, environmental protection measures, hours of operation, buffering between adjacent uses, parking, and groundwater protection and may require the posting of a bond or other applicable security to ensure compliance with the condition of the permit.
- c) The RDN will consider the impact on local road networks and on-site parking.
- d) The RDN may consider any other condition or criteria as deemed necessary by the RDN.

6. Under **SECTION 4, ZONES, 4.1 A-1 – AGRICULTURE 1** by adding the following Subsection after 4.1.3 d):

e) Gathering for an Event

7. Under **SECTION 5, DEFINITIONS** by deleting and adding the following definition in:

Agri-tourism means an activity, or services that are ancillary to an activity referred to in the definition of *agri-tourism on a farm* that is carried out on land that is classified as a farm under the Assessment Act, to which members of the public are ordinarily invited, with or without a fee, and in connection with which permanent facilities are not constructed or erected;

8. Under **SECTION 5, DEFINITIONS** by adding the following definitions in alphabetical order:

Agri-tourism on a farm means the following:

- (a) an agricultural heritage exhibit displayed on the farm;
- (b) a tour of the farm, an educational activity or demonstration in respect of all or part of the farming operations that take place on the farm, and activities ancillary to any of these;
- (c) activities that promote or market livestock from the farm, whether or not the activity also involves livestock from other farms, including shows, cattle driving and petting zoos;
- (d) dog trials held at the farm;
- (e) harvest festivals and other seasonal events held at the farm for the purpose of promoting or marketing farm products produced on the farm;
- (f) corn mazes prepared using corn planted on the farm;

Gathering for an event means a gathering on a farm for the purpose of attending:

- (a) a wedding, unless paragraph (c) (ii) applies;
- (b) a music festival; or
- (c) an event, other than:
 - (i) An event held for the purpose of agri-tourism; or
 - (ii) the celebration, by residents of the farm and those persons whom they invite, of a family event for which no fee or other charge is payable in connection with the event by invitees;

Introduced and read two times this ___ day of _____ 2018.

Public Hearing held this ___ day of _____ 2018.

Read a third time this ___ day of _____ 2018.

Approved by the Minister of Transportation and Infrastructure pursuant to the *Transportation Act* this ___ day of _____ 2018.

Adopted this ___ day of _____ 2018.

CHAIR

CORPORATE OFFICER

the details of the licensing process are still being determined by the Province, the process will require local governments to review applications, seek input from residents in the vicinity of the proposed NMC retail location regarding how the store would impact the community, and provide a Board resolution on each and every application. The process for reviewing NMC retail licence applications is expected to be similar to the process for liquor license applications. The RDN's review of NMC retail licence applications could have a significant impact on Community Planning resources.

Discussion

The Province's requirement for local government involvement in the review of NMC retail licences and the federal government's requirement that local governments be notified of a prospective producer's intent to seek a cannabis production licence have implications to the Community Planning budget. Fees for planning services are included in RDN Planning Services Fees and Charges Bylaw No. 1259 (Planning Fees Bylaw).

Non-medical Cannabis Application Fees

A review of each NMC licence application, consideration of public input on community impact, and a Board resolution will be required before the Province will considering granting an NMC licence. The Planning Fees Bylaw does not currently contain fees that would apply to the review of NMC licences. The recommendation is that the Planning Fees Bylaw be amended to include fees to cover the cost of reviewing NMC licence applications. An NMC licence application fee of \$4,000 and an advertising deposit of \$1,000 are recommended and have been included in the draft "Regional District of Nanaimo Planning Services Fees and Charges Amendment Bylaw No. 1259.12, 2018" (see Attachment 2 - Amendment Bylaw No. 1259.12, 2018).

Cannabis Production Facilities – Land Use Confirmation Fees

Local governments are not currently required to review applications to Health Canada for cannabis production facilities. However, prospective cannabis producers are required to notify local governments of their intent to produce cannabis. While they are not required to do so by the federal government, applicants for cannabis production licences frequently seek confirmation from local governments that the proposed use is consistent with local land use regulations as part of their due diligence process. Currently the RDN Planning Fees Bylaw includes a \$40 fee that would be payable by anyone requesting a land use confirmation letter. To offset the increased costs associated with review of requests for land use confirmation letters for cannabis production facilities, it is recommended that a fee of \$500 be established specifically for requests for land use confirmation letter associated with these facilities (see Attachment 2 –Amendment Bylaw No. 1259.12, 2018).

ALTERNATIVES

1. Adopt Planning Services Fees and Charges Amendment Bylaw No. 1259 to include a fee for reviewing applications for non-medical cannabis retail license applications, and a fee for the land use compliance confirmation for cannabis production facilities.
2. Do not adopt Planning Services Fees and Charges Amendment Bylaw No. 1259 to include a fee for reviewing applications for non-medical cannabis retail license applications, and a fee for the land use compliance confirmation for cannabis production facilities.

FINANCIAL IMPLICATIONS

The RDN Planning Fees Bylaw does not currently contain fees to recover costs associated with the processing of NMC retail licence applications. The implications to the Community Planning budget of not collecting fees for review of NMC retail licences could be significant depending on the number of licence applications received. As most jurisdictions are still in the early stages of preparing to receive NMC retail licence applications, comparable fees from other jurisdictions were not available at the time this report was authored. Some municipalities surveyed indicated that they expect to charge significant business licensing fees to NMC retailers on an annual basis. As regional districts do not have business licensing authority, the RDN's opportunity to recover costs associated with NMC retailers is at the time of the licence application review. The proposed bylaw includes a fee of \$4,000 for the review of NMC retail licence applications. The proposed fee is considered appropriate at this time and can be reviewed and adjusted at a later date, if necessary.

While they are not required to do so by the federal government, parties seeking a cannabis production licence from Health Canada frequently seek a land use confirmation letter from local governments. The RDN Planning Fees Bylaw currently includes a \$40 fee that would be payable by anyone requesting a land use confirmation letter. To offset the increased costs for the review of land use confirmation requests for cannabis production facilities, the proposed bylaw also includes a fee of \$500 for land use confirmation requests associated with these facilities.

STRATEGIC PLAN IMPLICATIONS

The Strategic Plan 2016-2020's "Focus on Service and Organizational Excellence" states that the RDN will consider costs and benefits and will be effective and efficient as it invests in regional services. The amendments proposed to the RDN Planning Fees Bylaw will help ensure that the costs associated with the RDN's involvement in review of proposed non-medical cannabis retail licences and cannabis production facilities will be offset by those proposing the facilities.



Jeremy Holm
jholm@rdn.bc.ca
February 27, 2018

Reviewed by:

- P. Thompson, Manager, Long Range Planning
- G. Garbutt, General Manager, Strategic and Community Development
- P. Carlyle, Chief Administrative Officer

Attachments

1. B.C. Cannabis Private Retail Licensing Guide
2. Amendment Bylaw No. 1259.12, 2018

B.C. Cannabis

PRIVATE RETAIL LICENSING GUIDE

Applications and Operations



BRITISH
COLUMBIA

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Contents

2	APPLICATIONS AND OPERATIONS
2	WHO IS THIS GUIDE FOR?
2	WHO IS ELIGIBLE?
3	APPLICATION PROCESS
3	<i>Eligibility</i>
4	<i>Application: Required Information</i>
5	<i>Application: Local Government Requirements</i>
5	LICENCES
6	OPERATIONS
6	<i>Operations: Physical store</i>
7	<i>Operations: General</i>
8	SUPPLY
9	INSPECTIONS AND COMPLIANCE
10	RURAL AREAS
10	FURTHER RESOURCES

B.C. Cannabis

PRIVATE RETAIL LICENSING GUIDE

Applications and Operations

In B.C., the wholesale distribution of non-medical cannabis will be solely through the Liquor Distribution Branch (LDB). The LDB will be the operator of government-run retail stores and the Liquor Control and Licensing Branch (LCLB) will be responsible for licensing and monitoring the retail sector using a mixed public/private model.

The rules governing retail stores will be similar to those currently in place for liquor, and public and private retailers will have similar operating rules. Note that while this document sets out Government's intentions for B.C.'s retail framework, it is subject to legislation yet to be passed at both the federal and provincial levels.

Who is this guide for?

This guide provides information for those who are considering applying for a provincial licence to retail non-medical cannabis. It contains preliminary information to help applicants make business decisions and describes the application process. This information will also assist local governments in preparing for potential retail store applications within their communities.

The Province recognizes that retail access in rural areas will require a different approach than the one employed in urban communities. There is a separate section related to rural areas at the end of this document.

Engagement with Indigenous governments and organizations is an important element in the development of the provincial regulatory framework for non-medical cannabis. To ensure the retail model appropriately addresses the unique considerations that must be taken into account with respect to Indigenous peoples, the Province remains committed to working in partnership with Indigenous peoples, governments and organizations. These discussions are ongoing and will continue beyond the initial date of federal legalization of cannabis.

Who is eligible?

All applicants will be assessed using the same evaluation criteria, which includes obtaining local government support and background checks of police/criminal records which will be examined on a case by case basis.

Application Process

In spring 2018, the Province will launch an online application portal for individuals and businesses who are interested in applying for a non-medical cannabis retail licence. Additional information on applicant registration will be posted on the website <https://www2.gov.bc.ca/gov/content/employment-business/business/liquor-regulation-licensing/cannabis-regulation> as it becomes available.

■ What is the process for applying for a non-medical cannabis retail licence?

When the application portal opens, you may start the application process by entering the required information and documents. This will allow you to provide the required information early so that the assessment of your application can begin as soon as possible once the applicable legislation is passed.

■ How long will the application process take?

The Province is committed to conducting thorough reviews of applicants and applications in order to ensure that licensed retailers will operate in a safe and lawful manner. A significant number of applications are anticipated, and plans are being put in place to enable the applications to be processed as efficiently as possible.

■ Will there be an application fee?

Yes, each applicant will be required to pay an application fee and a licensing fee. The amount of the fees has not yet been determined. Once the fees have been determined, they will be posted here <https://www2.gov.bc.ca/gov/content/employment-business/business/liquor-regulation-licensing/cannabis-regulation>.

Eligibility

■ If I operated an illegal dispensary prior to legalization, am I prohibited from receiving a licence to operate legally?

Having operated an illegal dispensary will not, on its own, exclude you from being considered for a licence. All applicants will be assessed using the same evaluation criteria, including background checks and local government support. Persons who have operated dispensaries prior to legalization will not receive preferential treatment in the provincial application process.

■ Does having a record of criminal activity exclude me, or a shareholder in my company, from obtaining a non-medical cannabis retail licence?

Having a record of criminal activity will not necessarily exclude you from obtaining a licence. As part of the required background check, police/criminal records will be examined on a case by case basis and evaluated in relation to their relevance to the application and the recentness of the activity or offence(s) committed. For example, low risk criminal activity may not exclude a person from becoming a licensee whereas associations with organized crime will exclude a person from becoming a licensee.

■ **I already have a liquor and/or tobacco licence. Am I automatically allowed to sell non-medical cannabis at my liquor store?**

No, you must apply for a non-medical cannabis retail licence. In addition, if you are granted a licence, you will be required to operate the non-medical retail cannabis store in a completely separate business location from any liquor and/or tobacco sales.

■ **If I, a family member, or a business partner, have an interest in a federally licensed producer or processor, can I be considered for a retail licence?**

Yes, a person or company may have an interest in both a producer and a retailer. However, the LCLB will place restrictions on the business relationship between the producer and the retailer. Where there is a close association (financial or otherwise) between a licensed producer and a non-medical cannabis retail business, the retail business will be prohibited from selling any products from the licensed producer. This restriction ensures that the market remains diverse and larger participants do not consolidate and control the market. The Province may create exceptions in the future to support micro-producers.

Application: Required Information

■ **Will I have to undergo a background check?**

Yes, you will be required to consent to a background check in order to be considered for a licence. Policy work is currently underway to determine which members of a corporation, partnership, or other legal business will be required to undergo a background check.

■ **What kind of information do I need to supply to the Province about my company?**

Depending on the type of entity your company is (corporation, partnership, society, etc.) the application system will prompt you to supply the related documents and names of partners, shareholders, directors, officers, and/or senior management.

■ **What information do I have to provide about my proposed location?**

You will need to provide the parcel identifier number (PID), proof of ownership or a copy of a fully executed lease that does not expire for at least 12 months from the date of licence approval, and a floor plan. If additional information is necessary it will be requested during the application process.

■ **Does my store have to be a certain distance from schools or other retailers?**

The Province will not impose distance requirements for non-medical cannabis retailers. However, local governments will have the authority to impose additional requirements. Therefore, you should inquire with your local government about local requirements before committing to a location.

■ **Are there any rules about what I can name my store?**

Your store name must be approved by the LCLB. The name of your store cannot be misleading as to what type of business you operate. As a non-medical cannabis retailer, you cannot choose a name that would lead people to believe you are a provider of medical cannabis. For example, the words “pharmacy”, “apothecary”, and “dispensary” all have meanings linked to the selling of medicines, so these words cannot be used in association with a non-medical cannabis store.

You must also comply with federal legislation and regulations respecting advertising and promotion.

Application: Local Government Requirements

The Province will permit local governments to decide whether they wish to have a non-medical cannabis retail store in their community. For the Province to issue a licence, applicants must have the support of the local government in the community where the proposed store would be located.

■ **What is the process for obtaining local government support?**

The local government must ask residents in the vicinity of the proposed retail location to comment on how the store would impact the community. The local government must consider this public input when deciding whether or not to support the application and must notify the LCLB of their decision by way of a council resolution.

■ **Can I get local government support in advance of the provincial application?**

The Province is working with local governments and the Union of B.C. Municipalities to develop the application process, including what information local governments will need to have in order to provide informed comments on the application. Further details will be announced once they are available. In the interim, it is recommended you check with your local government to ensure that you meet any criteria that are specific to your jurisdiction and to ensure that proper zoning is in place.

■ **Do public stores have to go through the local government process?**

Yes, public stores must also have local government support.

Licences

To sell non-medical cannabis in British Columbia, retailers will be required to obtain a licence from the Province. There will be two types of retail licences for:

- ▶ self-contained cannabis stores, and
- ▶ stores in rural communities.

■ **Will there be a cap on the number of non-medical cannabis retail licences issued in B.C.?**

The Province is not capping the number of licences issued. However, local governments will have the authority to make local decisions based on the needs of their communities. This means that some local governments may choose not to allow retail cannabis stores, while others may choose to cap the number of stores that are permitted to operate within their jurisdiction.

■ **I only want to sell medical cannabis; can I apply for a medical cannabis retail licence?**

No, medical cannabis will continue to be sold online by federally licensed producers only. However, like other Canadians, medical users will be able to buy cannabis from retailers of non-medical cannabis.

The federal government has committed to conducting a review of the medical cannabis system in five years.

- **Will there be any restrictions on where a non-medical cannabis retail outlet can be located?**

The Province is not regulating the location of stores. However, local governments may choose to do so. For example, local governments may set requirements about the proximity of a store to another cannabis store, schools, daycares or other places.

- **Will the Province be licensing consumption lounges?**

No, not at this time. The Province is focussed on introducing a safe and responsible retail non-medical cannabis sector; consideration will be given to other types of licences at a later date.

- **Will sales of non-medical cannabis be permitted at outdoor festivals and other events?**

Initially, non-medical cannabis sales will only be permitted at the licenced retail site. Offsite sales may be considered in the future.

Operations

Provincial and federal governments are committed to ensuring that non-medical cannabis is sold in a lawful, responsible manner. To this end, a range of requirements will be put in place; from who a retailer can buy product from, to who may enter a store, to what type of products may be sold.

Operations: Physical store

- **Are there any rules about the physical layout or construction of my store?**

To protect youth, the federal government requires that cannabis products must not be visible from outside your store. There will be many different ways for you to achieve this requirement (e.g. window designs). In addition, please remember that you must comply with federal requirements respecting advertising and promotion.

- **Are there any security requirements for my location?**

You have a strong incentive to secure your premises both during and after operating hours to protect your inventory from theft. The Province is considering what security requirements will be necessary. In addition, local governments may also choose to impose security requirements.

- **Can I sell non-medical cannabis as part of another business such as a liquor store or pharmacy?**

Not at this time. The Province may consider exceptions in the future, but for now, your non-medical cannabis retail store must be a self-contained business.

There will be exceptions for rural stores, similar to rural liquor stores. The criteria for determining rural areas are currently under development.

Operations: General

■ Can minors enter my store?

No. Unlike liquor stores, where minors are permitted if they are accompanied by a parent or guardian, minors must not enter your cannabis retail store.

There will be exceptions for rural stores to allow entrance by minors. The criteria for determining rural areas are under development.

■ What hours can I be open?

Cannabis retail stores can operate between 9 am to 11 pm unless further restrictions are put in place by your local government.

■ Are there any rules around pricing?

Policy work is ongoing and information on pricing will be made available as soon as possible.

■ Is there a limit on how much non-medical cannabis I can sell to a person?

The proposed federal *Cannabis Act* prohibits an individual from possessing in a public place a total amount of non-medical cannabis, in any authorized form, that is equivalent to more than 30 grams of dried cannabis. Non-medical cannabis must not be sold in amounts greater than this.

This means that if you sell different forms of non-medical cannabis to a single customer, the combined total amount sold must not exceed the equivalent amount of 30 grams of dried cannabis.

Equivalent amounts to 30 grams of dried non-medical cannabis for other cannabis products are listed in Schedule 3 of the proposed federal *Cannabis Act*.

■ Can I sell products online?

No, only the public retailer will be permitted to sell non-medical cannabis products online at this time. Consideration may be given to allowing private online sales in the future.

■ Can people consume non-medical cannabis in my store?

No. Consumption of any kind will not be permitted in the store, and providing samples will not be permitted.

■ Can I deliver my products?

No, retailers will not be permitted to offer a delivery service.

■ Do my employees and/or I need any special training or background checks?

In collaboration with industry, the Province will develop a mandatory training program for non-medical cannabis retail employees, which will be implemented over time. The Province will also be developing a registration requirement for employees which will include background checks. Details of this program are still being developed. Information will be provided as soon as that work is complete.

■ **Where do I have to store my inventory?**

All cannabis products will be required to be stored at your retail site. No offsite storage will be permitted.

■ **Will I be required to have a certain product tracking/inventory control system?**

The federal government has committed to creating a national seed-to-sale tracking system. This is currently under development and more information on retailers' responsibilities in relation to this system will be announced as it becomes available.

■ **Can I advertise my product?**

The federal government is regulating the advertisement of cannabis under the proposed *Cannabis Act* (Bill C-45). See the "Further Resources" section at the end of this document for a link to the Bill.

■ **Can my store sponsor events or teams?**

The federal government is regulating sponsorship under the proposed *Cannabis Act* (Bill C-45). See the "Further Resources" section at the end of this document for a link to the Bill.

Supply

■ **How do I obtain non-medical cannabis to sell in my store?**

The LDB will be the only source of legal wholesale non-medical cannabis. Retailers will not be permitted to purchase any cannabis products directly from licensed producers or any other source.

■ **Can I make financial arrangements with federally licensed producers?**

You cannot accept or request any inducement from a producer. This means you must not:

- ▶ pay money to secure access to a supplier's product;
- ▶ request money from a supplier in return for providing benefits such as preferential shelf space;
- ▶ accept money in exchange for agreeing not to stock a competitor's product.
- ▶ make agreements that give a retailer exclusive access to a producer's product, or product line.

■ **What types of non-medical cannabis can I sell?**

You can sell dried cannabis, cannabis oils and seeds that comply with federal requirements.

■ **Can I sell edibles?**

No, the proposed federal *Cannabis Act* does not permit the commercial production of edibles at this time. Therefore, you cannot legally sell them. The federal government has stated that edibles will be regulated within 12 months of legalization.

■ **What else can I sell besides dried cannabis and cannabis oil?**

You may sell “cannabis accessories,” as defined in the proposed federal *Cannabis Act*:

“Cannabis accessory” means a thing, including rolling papers or wraps, holders, pipes, water pipes, bongs and vaporizers that is represented to be used in the consumption of cannabis or a thing that is represented to be used in the production of cannabis.

You cannot sell snacks, tobacco or other non-cannabis related items.

■ **What format will cannabis products be distributed in?**

LDB will distribute pre-packaged product only, with labelling compliant with federal standards, in ready-to-sell formats (no bulk products). The product brands belong to the licensed federal producers.

Retailers will not be authorized to re-package the product with their own branding. Information about specific size formats will be confirmed at a later date.

Inspections and Compliance

To ensure that non-medical cannabis is being sold in a lawful and responsible manner, the Province will establish a compliance program that will include education, inspection and enforcement activities. The focus will be on encouraging voluntary compliance.

■ **How often will I be inspected?**

Your store will be inspected at least once annually and any time the LCLB investigates a complaint about your store.

■ **What happens if I am found to be out of compliance?**

If an inspector observes a contravention of the provincial legislation at your establishment, you will be issued a Contravention Notice and the inspector may recommend enforcement action. Penalties for contraventions are under development, but could include a monetary penalty or a licence suspension or cancellation. There will be a reconsideration process for licensees that wish to challenge the result of an enforcement hearing.

■ **Can the police enter and inspect my store?**

Yes, police can enter and inspect your store to ensure you are operating in compliance with the legal requirements.

■ **What should I do with any product I have obtained from unlicensed sources?**

Once you have been issued your licence you must not sell cannabis obtained from a source other than the LDB.

Rural Areas

The Province is aware that it may be necessary to introduce special provisions for rural areas in order to provide access to non-medical cannabis to rural populations.

- **Can an existing business in a rural area be authorized to sell non-medical cannabis, like they are for liquor?**

The Province is considering this possibility because a self-contained non-medical cannabis retail store may not be a viable business in some rural areas.

- **Will the rural agency store model (RAS) used for liquor be used for cannabis?**

Many of the operational requirements of the RAS model used for liquor may be applied to non-medical cannabis. However, the Province is still evaluating how to best meet the need for rural access.

- **If I operate a RAS, will I automatically be able to sell non-medical cannabis?**

No, if a current RAS operator is interested in retailing non-medical cannabis, they will be required to apply for a licence specifically for non-medical cannabis.

Further Resources

Bill C-45 the draft federal Act can be found here <http://www.parl.ca/LegisInfo/BillDetails.aspx?billId=8886269>

Contact information: cannabisregs@gov.bc.ca

ATTACHMENT 2

**REGIONAL DISTRICT OF NANAIMO
AMENDMENT BYLAW NO. 1259.12**

**A BYLAW TO AMEND REGIONAL DISTRICT OF NANAIMO
PLANNING SERVICES FEES AND CHARGES BYLAW NO. 1259, 2002**

WHEREAS the Board of the Regional District of Nanaimo wishes to amend “Regional District of Nanaimo Planning Services Fees and Charges Bylaw No. 1259, 2002”:

THEREFORE IT BE RESOLVED that the Board of the Regional District of Nanaimo, in open meeting assembled enacts as follows:

- A. This Bylaw may be cited as "Regional District of Nanaimo Planning Services Fees and Charges Amendment Bylaw No. 1259.12, 2018".
- B. The “Regional District of Nanaimo Planning Services Fees and Charges Bylaw No. 1259, 2002” is hereby amended as follows:
 1. By adding the following immediately following **Part 4, Section 2. g)**:
 - h) Where an application is submitted for a Non-Medical Cannabis Retail Licence, an advertising deposit in the amount of \$1,000 is required at the time of submission.
 2. By deleting the text following **Part 5, Section 6, Land Use Confirmation Letters** and replacing it with the following:
 - a) The fee for a land use confirmation letter shall be \$40.
 - b) The fee for a land use confirmation letter for a notice about an application to be a licensed producer of cannabis shall be \$500.
 3. By amending the name of **Part 5, Section 7**, as follows:

Liquor and Cannabis Retail Licence Applications
 4. By adding the following immediately following **Part 5, Section 7. d)**:
 - e) The fee for a Non-Medical Cannabis Retail Licence shall be \$4,000.

Introduced and read three times this __ day of ____ 2018.

Adopted this __ day of ____ 2018.

CHAIR

CORPORATE OFFICER

TO: Electoral Area Services Committee **MEETING:** March 13, 2018
FROM: Melissa Tomlinson **FILE:** 2240-20 ESS
Special Projects Coordinator, Emergency
Services
SUBJECT: Reception Centre License of Use Agreement Renewals

RECOMMENDATIONS

1. That the Regional District of Nanaimo renew agreements for Emergency Reception Centre License of Use Agreements for a five year term commencing April 1, 2018 and ending March 31, 2023, with:
 - a. the Cedar Community Association
 - b. the Cranberry Fire Protection District
 - c. the Gabriola Senior Citizens Association
 - d. the Nanoose Bay Activity & Recreation Society
 - e. the Arrowsmith Agricultural Association
 - f. the Lighthouse Community Centre Society; and
 - g. the Bowser and District Branch (211) of the Royal Canadian Legion.

SUMMARY

There are currently Reception Centre License of Use Agreements in place between the Regional District of Nanaimo (RDN) and the Gabriola Senior Citizens Centre (Rollo Centre), the Gabriola Community Association, Bowser and District Branch (211) of the Royal Canadian Legion, Cedar Community Association, Lighthouse Community Centre Society, Nanoose Bay Activities & Recreation Society, the Cranberry Fire Protection District (Cranberry Hall) and the Arrowsmith Agricultural Association (Coombs Fairgrounds). Staff is recommending the RDN renew these agreements, with the exception of the Gabriola Island Community Hall Association for another 5-year term.

The Gabriola Island Community Hall Association had been the Reception Centre for the south end of Gabriola Island for several years, and has a License of Use Agreement that expires March 31, 2018. The Community Hall will be undergoing renovations in the summer and it remains without an emergency back-up generator. Options are being reviewed for an alternate Gabriola South Reception Centre and the Gabriola Island Community Hall Association License of Use Agreement will not be renewed at this time. While an alternate Reception Centre is found for the south end of Gabriola Island, the Rollo Centre remains the primary Reception Centre for residents in the event of an emergency.

The RDN purchased and installed Emergency Generators at the Gabriola Rollo Centre, Cedar Community Hall, Lighthouse Community Centre, and the Coombs Fairgrounds. Terms of use for these Emergency Generators were not included in the previous agreements and so terms of use have been added to the agreement renewals. Terms of maintenance have also been added to the Bowser Legion, Cranberry Hall, and Nanoose Bay Activities & Recreation Society as they own their own emergency generators and the RDN will provide a stipend to assist with annual inspection and maintenance costs.

BACKGROUND

Local authorities are obligated under the *Emergency Program Act* to plan for, respond to and to recover from emergencies or disasters. The provision of Reception Centres to receive and assist evacuees is a key component of the response and recovery phases. The Reception Centre functions as a place where evacuees can receive assistance from Emergency Support Services (ESS) volunteers when they are displaced from their homes. The types of assistance provided by ESS are registration, referrals for accommodations, food and incidentals, family reunification and event information. A Reception Centre is a location where some or all of these services can be provided depending on the nature of the event.

Over the years, the RDN has established eight (8) Reception Centres throughout the Electoral Areas via License of Use Agreements. Within District 69, the Oceanside ESS team has access to three additional Reception Centres within the City of Parksville and the Town of Qualicum Beach. Having multiple designated Reception Centres across the region allows the ESS teams to respond to an emergency as quickly and efficiently as possible.

With the current License of Use Agreements expiring on March 31, 2018 it is necessary for the Regional District to renew these agreements for another period of five years.

ALTERNATIVES

1. Approve the Reception Centre License of Use Agreement to ensure continued use as Reception Centres during an emergency or disaster.
2. Provide alternative direction to staff.

FINANCIAL IMPLICATIONS

The License fee per agreement is \$5.00 for the five (5) year term, payable in advance. Reception Centre operational supplies, including emergency generator maintenance are considered annually through the Emergency Services budget and total \$9,600 for 8 Reception Centres.

STRATEGIC PLAN IMPLICATIONS

The agreements under consideration are within the focus of the RDN for service and organizational excellence. As the Emergency Services are viewed as core elements of community safety, providing and facilitating Reception Centre locations for Emergency Social Services within the community supports this focus of the RDN strategic plan.

These agreements also aligns with the Board's strategic goal to continue to develop and encourage meaningful relationships with community partners, employing asset management and recognizing volunteers as an essential component of service delivery.



Melissa Tomlinson
mtomlinson@rdn.bc.ca
February 26, 2018

Reviewed by:

- J. Wilson, Manager, Emergency Services
- D. Pearce, Director, Transportation & Emergency Services
- P. Carlyle, Chief Administrative Officer

Attachments

1. Attachment 1 – Cedar Reception Centre Agreement
2. Attachment 2 – Cranberry Reception Centre Agreement
3. Attachment 3 – Gabriola Reception Centre Agreement
4. Attachment 4 – Nanoose Reception Centre Agreement
5. Attachment 5 – Arrowsmith Reception Centre Agreement
6. Attachment 6 – Lighthouse Reception Centre Agreement
7. Attachment 7 – Bowser Reception Centre Agreement

Attachment 1 – Cedar Reception Centre Agreement

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2018.

BETWEEN:

CEDAR COMMUNITY ASSOCIATION
2388 Cedar Rd.
Cedar, BC V9X 1K3
(herein called the “Association”)

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo, B.C.
V9T 6N2
(herein after called the “Regional District”)

OF THE SECOND PART

WHEREAS:

A. The Association is the registered owner in fee simple of lands legally described as:

Lot 1
Section 9
Range 2
Cedar District
Plan 2791

(the “Lands”)

B. The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Regional District to the Association and in consideration of the premises and covenants and agreements contained in this Agreement, the Regional District and the Association covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Association, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in the event of an Emergency for the purpose of an Emergency Reception Center and for occasional practice drills with sufficient notice, including all necessary ancillary uses such as parking and for no other purpose.

2. RESERVATION OF RIGHTS

The Association reserves to itself the right for the Association, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Association's use of the Lands at all times, except in the case of an emergency.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Association a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2023.

5. CONSTRUCTION

The Regional District shall not construct or place any buildings or structures or make any improvements on the Lands.

6. STANDBY EMERGENCY GENERATOR

(a) The RDN shall at all times remain the owner of any standby emergency generator installed by the RDN and attached to the electrical system of the Association building for purpose of supporting an Emergency Reception Centre. The RDN reserves to itself the right to access, service, maintain fuel, test and operate any standby emergency generator installed, and shall be responsible for all costs associated with installation, maintenance, servicing, fuel and removal of the same.

(b) The Association shall have the benefit of incidental use of any standby emergency generator installed by the RDN and attached to the electrical system of the Association building, during non-emergency related power failures.

- (c) The RDN reserves to itself the right and sole discretion to set the standby emergency generator to function automatically upon loss of power to the Association building, or alternatively to require manual start-up of the generator.

7. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Association may from time to time designate, naming both the Association and the Regional District as an additional insured thereto and shall provide the Association with a certified copy of such policy or policies.

8. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Association, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional District or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

9. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (a) if to the Association:

2388 Cedar Rd.
Cedar, BC V9X 1K3

- (b) if to the Regional District:

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

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

10. REGULATIONS

The Regional District will indemnify the Association from all lawsuits, damages, loss, costs or expenses the Association may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Association.

11. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

12. MISCELLANEOUS

- a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

13. INTERPRETATION

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

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

_____)
)
)
) (Seal)
Phyllis Carlyle)
Chief Administrative Officer)
)
)
)
_____)
Jacquie Hill)
Manager, Administrative Services)

For the CEDAR COMMUNITY ASSOCIATION

_____)
)
) (Seal)
)
Authorized Signatory)
)
)
)
_____)
)
Authorized Signatory)

Attachment 2 – Cranberry Reception Centre Agreement

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2018.

BETWEEN:

CRANBERRY FIRE PROTECTION DISTRICT
1555 Morden Road
Nanaimo, BC
V9X 1S2
(herein called the “CFPD”)

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo, B.C.
V9T 6N2
(herein after called the “Regional District”)

OF THE SECOND PART

WHEREAS:

- A.** The CFPD is the registered owner in fee simple of lands legally described as:

Lot 3,
Block 18
Section 10
Range 7
Cranberry District
Plan 1724

(the “Lands”)

- B.** The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Regional District to the Society and in consideration of the premises and covenants and agreements contained in this Agreement, the Regional District and the Society covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Society, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in the event of an Emergency for the purpose of an Emergency Reception Center, including all necessary ancillary uses such as parking and for no other purpose, and for occasional drills with sufficient notice.

2. RESERVATION OF RIGHTS

The Society reserves to itself from the grant and the covenants made by it to the Regional District under clause 1.1 above, the right for the Society, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Society's use of the Lands at all times.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Society a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years of commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2023.

5. CONSTRUCTION

The Regional District, on behalf of the Emergency Preparedness Program, shall not construct or place any buildings or structures or make any improvements on the Lands.

6. STANDBY EMERGENCY GENERATOR

The Association shall at all times remain responsible for the maintenance, service and fuel of the generator. The RDN will reimburse the Association for costs incurred for service, maintenance, and fuel for the generator in the form of a stipend, these costs are not to exceed \$1500 annually unless mutually agreed upon.

7. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Society may from time to time designate, naming both the Society and the Regional District as an additional insured thereto and shall provide the Society with a certified copy of such policy or policies.

8. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Society, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional district or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

9. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

(a) if to the CFPD:

1555 Morden Road
Nanaimo, B.C. V9X 1S2

(b) if to the Regional District:

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

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

10. REGULATIONS

The Regional District will indemnify the Society from all lawsuits, damages, loss, costs or expenses the Society may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Society.

11. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

12. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

13. INTERPRETATION

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

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

by its authorized signatories:

_____)	
Phyllis Carlyle)	(Seal)
Chief Administrative Officer)	
)	
)	
)	
_____)	
Jacquie Hill)	
Manager, Administrative Services)	

For the CRANBERRY FIRE PROTECTION DISTRICT

by its authorized signatories:

_____)	
Authorized Signatory)	(Seal)
)	
)	
)	
_____)	
Authorized Signatory)	

Attachment 3 – Gabriola Reception Centre Agreement

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2018.

BETWEEN:

GABRIOLA SENIOR CITIZENS ASSOCIATION
681 North Rd.
Gabriola Island, BC V0R 1X0
(herein called the “Association”)

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo, B.C.
V9T 6N2
(herein after called the “Regional District”)

OF THE SECOND PART

WHEREAS:

A. The Association is the registered owner in fee simple of lands legally described as:

Lot 1
Section 19
Gabriola Island
Nanaimo District
Plan VIP 53159

(the “Lands”)

B. The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Regional District to the Association and in consideration of the premises and covenants and agreements contained in this Agreement, the Regional District and the Association covenant and agree with each other as follows:

1. **RIGHT TO OCCUPY**

The Association, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in the event of an Emergency for the purpose of an Emergency Reception Center and for occasional practice drills with sufficient notice, including all necessary ancillary uses such as parking and for no other purpose.

2. **RESERVATION OF RIGHTS**

The Association reserves to itself the right for the Association, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Association's use of the Lands at all times, except in the case of an emergency.

3. **LICENSE FEE**

In consideration of the right to use, the Regional District shall pay to the Association a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. **TERM**

The Term of the License granted under this Agreement shall be five (5) years commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2023.

5. **CONSTRUCTION**

The Regional District shall not construct or place any buildings or structures or make any improvements on the Lands.

6. **STANDBY EMERGENCY GENERATOR**

(a) The RDN shall at all times remain the owner of any standby emergency generator installed by the RDN and attached to the electrical system of the Association building for purpose of supporting an Emergency Reception Centre. The RDN reserves to itself the right to access, service, maintain fuel, test and operate any standby emergency generator installed, and shall be responsible for all costs associated with installation, maintenance, servicing, fuel and removal of the same.

(b) The Association shall have the benefit of incidental use of any standby emergency generator installed by the RDN and attached to the electrical system of the Association building, during non-emergency related power failures.

(c) The RDN reserves to itself the right and sole discretion to set the standby emergency generator to function automatically upon loss of power to the Association building, or alternatively to require manual start-up of the generator.

6. **INSURANCE**

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Association may from time to time designate, naming both the Association and the Regional District as an additional insured thereto and shall provide the Association with a certified copy of such policy or policies.

7. **INDEMNIFICATION**

The Regional District releases and will indemnify and save harmless the Association, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional District or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

8. **NOTICES**

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

(a) if to the Association:

2388 Cedar Rd.
Cedar, BC V9X 1K3

(b) if to the Regional District:

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

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

9. **REGULATIONS**

The Regional District will indemnify the Association from all lawsuits, damages, loss, costs or expenses the Association may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Association.

10. **RENEWAL**

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. **MISCELLANEOUS**

- a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

12. **INTERPRETATION**

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

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

_____)
)
)
) (Seal)
Phyllis Carlyle)
Chief Administrative Officer)
)
)
)
_____)
Jacquie Hill)
Manager, Administrative Services)

For the GABRIOLA SENIOR CITIZENS ASSOCIATION

_____)
)
) (Seal)
)
Authorized Signatory)
)
)
)
_____)
)
Authorized Signatory)

Attachment 4 – Nanoose Reception Centre Agreement

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2018.

BETWEEN:

NANOOSE BAY ACTIVITIES & RECREATION SOCIETY
2925 Northwest Bay Rd.
Nanoose, BC
V9P 9J9
(herein called the “Society”)

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo, B.C.
V9T 6N2
(herein after called the “Regional District”)

OF THE SECOND PART

WHEREAS:

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

Lot 2,
District Lot 6
Nanoose District
Plan 50996

(the “Lands”)

- B.** The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Regional District to the Society and in consideration of the premises and covenants and agreements contained in this Agreement, the Regional District and the Society covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Society, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in the event of an Emergency for the purpose of an Emergency Reception Center, including all necessary ancillary uses such as parking and for no other purpose, and for occasional drills with sufficient notice.

2. RESERVATION OF RIGHTS

The Society reserves to itself from the grant and the covenants made by it to the Regional District under clause 1.1 above, the right for the Society, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Society's use of the Lands at all times.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Society a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years of commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2023.

5. CONSTRUCTION

The Regional District, on behalf of the Emergency Preparedness Program, shall not construct or place any buildings or structures or make any improvements on the Lands.

6. STANDBY EMERGENCY GENERATOR

The Association shall at all times remain responsible for the maintenance, service and fuel of the generator. The RDN will reimburse the Association for costs incurred for service, maintenance, and fuel for the generator in the form of a stipend, these costs are not to exceed \$1500 annually unless mutually agreed upon.

7. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Society may from time to time designate, naming both the Society and the Regional District as an additional insured thereto and shall provide the Society with a certified copy of such policy or policies.

8. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Society, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional district or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

9. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

(a) if to the Society:

2925 Northwest Bay Rd.
Nanoose, BC V9P 9J9

(b) if to the Regional District:

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

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

10. REGULATIONS

The Regional District will indemnify the Society from all lawsuits, damages, loss, costs or expenses the Society may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Society.

11. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

12. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

13. INTERPRETATION

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

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

by its authorized signatories:

_____)
Phyllis Carlyle) (Seal)
Chief Administrative Officer))
))
))
))
_____))
Jacquie Hill))
Manager, Administrative Services))

For the NANOOSE BAY ACTIVITIES & RECREATION SOCIETY

by its authorized signatories:

_____)
Authorized Signatory) (Seal)
))
))
))
_____))
Authorized Signatory))

Attachment 5 – Arrowsmith Reception Centre Agreement

LICENCE OF USE

THIS AGREEMENT dated for reference the ____ day of _____, 2018.

BETWEEN:

ARROWSMITH AGRICULTURAL ASSOCIATION
1014 Ford Road
Coombs, BC V0R 1M0

(herein called the “Association”)

OF THE FIRST PART

AND:

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

(herein after called the “Regional District”)

OF THE SECOND PART

WHEREAS:

A. The Association is the registered owner in fee simple of lands legally described as:

Lot A (DD 14541N)
Salvation Army Lot 15
Nanoose District
Plan 1939
Except Parcel 1 (DD 20284N) and Parcel 2 (DD 57485N)

(the “Lands”)

B. The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Regional District to the Association and in consideration of the premises and covenants and agreements contained in this Agreement, the Regional District and the Association covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Association, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in the event of an Emergency for the purpose of an Emergency Reception Center and for occasional practice drills with sufficient notice, including all necessary ancillary uses such as parking and for no other purpose.

2. RESERVATION OF RIGHTS

The Association reserves to itself the right for the Association, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Association's use of the Lands at all times, except in the case of an emergency.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Association a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be four (5) years commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2023.

5. CONSTRUCTION

The Regional District shall not construct or place any buildings or structures or make any improvements on the Lands.

6. STANDBY EMERGENCY GENERATOR

(a) The RDN shall at all times remain the owner of any standby emergency generator installed by the RDN and attached to the electrical system of the Association building for purpose of supporting an Emergency Reception Centre. The RDN reserves to itself the right to access, service, maintain fuel, test and operate any standby emergency generator installed, and shall be responsible for all costs associated with installation, maintenance, servicing, fuel and removal of the same.

(b) The Association shall have the benefit of incidental use of any standby emergency generator installed by the RDN and attached to the electrical system of the Association building, during non-emergency related power failures.

- (c) The RDN reserves to itself the right and sole discretion to set the standby emergency generator to function automatically upon loss of power to the Association building, or alternatively to require manual start-up of the generator.

7. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Association may from time to time designate, naming both the Association and the Regional District as an additional insured thereto and shall provide the Association with a certified copy of such policy or policies.

8. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Association, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional District or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

9. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (a) if to the Association:

Box 195, Coombs BC V0R 1M0

- (b) if to the Regional District:

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

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

10. REGULATIONS

The Regional District will indemnify the Association from all lawsuits, damages, loss, costs or expenses the Association may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Association.

11. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

12. MISCELLANEOUS

- a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

13. INTERPRETATION

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

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

_____)
)
)
) (Seal)
Phyllis Carlyle)
Chief Administrative Officer)
)
)
)
_____)
Jacquie Hill)
Manager, Administrative Services)

For the ARROWSMITH AGRICULTURAL ASSOCIATION

_____)
)
) (Seal)
Authorized Signatory)
)
)
)
_____)
President)

Attachment 6 – Lighthouse Reception Centre Agreement

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2018.

BETWEEN:

LIGHTHOUSE COMMUNITY CENTRE SOCIETY
240 Lions Way
Qualicum Beach, BC
V9K 2E2
(herein called the “Society”)

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo, B.C.
V9T 6N2
(herein after called the “Regional District”)

OF THE SECOND PART

WHEREAS:

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

Lot 1,
District Lot 32
Newcastle District
Plan 42674

(the “Lands”)

- B.** The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Regional District to the Society and in consideration of the premises and covenants and agreements contained in this Agreement, the Regional District and the Society covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Society, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in the event of an Emergency for the purpose of an Emergency Reception Center, including all necessary ancillary uses such as parking and for no other purpose, and for occasional drills with sufficient notice.

2. RESERVATION OF RIGHTS

The Society reserves to itself from the grant and the covenants made by it to the Regional District under clause 1.1 above, the right for the Society, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Society's use of the Lands at all times.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Society a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years of commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2023.

5. CONSTRUCTION

The Regional District, on behalf of the Emergency Preparedness Program, shall not construct or place any buildings or structures or make any improvements on the Lands.

6. STANDBY EMERGENCY GENERATOR

(a) The RDN shall at all times remain the owner of any standby emergency generator installed by the RDN and attached to the electrical system of the Association building for purpose of supporting an Emergency Reception Centre. The RDN reserves to itself the right to access, service, maintain fuel, test and operate any standby emergency generator installed, and shall be responsible for all costs associated with installation, maintenance, servicing, fuel and removal of the same.

(b) The Association shall have the benefit of incidental use of any standby emergency generator installed by the RDN and attached to the electrical system of the Association building, during non-emergency related power failures.

(c) The RDN reserves to itself the right and sole discretion to set the standby emergency generator to function automatically upon loss of power to the Association building, or alternatively to require manual start-up of the generator.

7. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Society may from time to time designate, naming both the Society and the Regional District as an additional insured thereto and shall provide the Society with a certified copy of such policy or policies.

8. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Society, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional district or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

9. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

(a) if to the Society:

240 Lions Way
Qualicum Beach, B.C. V9K 2E2

(b) if to the Regional District:

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

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

10. REGULATIONS

The Regional District will indemnify the Society from all lawsuits, damages, loss, costs or expenses the Society may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional

District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Society.

11. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

12. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

13. INTERPRETATION

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

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

by its authorized signatories:

_____)	
Phyllis Carlyle)	(Seal)
Chief Administrative Officer)	
)	
)	
)	
_____)	
Jacquie Hill)	
Manager, Administrative Services)	

For the LIGHTHOUSE COMMUNITY CENTRE SOCIETY

by its authorized signatories:

_____)	
Authorized Signatory)	(Seal)
)	
)	
)	
_____)	
Authorized Signatory)	

Attachment 7 – Bowser Reception Centre Agreement

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2018.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Rd.
Nanaimo BC V9T 6N2

(herein after called the “RDN”)

OF THE FIRST PART

AND:

BOWSER AND DISTRICT BRANCH (211) OF THE ROYAL CANADIAN LEGION

7035 West Island Highway
Bowser BC V0R 1G0

(herein called the “Legion”)

OF THE SECOND PART

WHEREAS:

- A.** The Legion is the registered owner in fee simple of lands legally described as:

Lot 1, District Lot 36, Newcastle District, Plan 2076

(the “Lands”)

- B.** The Regional District of Nanaimo (RDN) wishes to be granted this License to Use the “Lands” in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the RDN to the Association and in consideration of the premises and covenants and agreements contained in this Agreement, the RDN and the Legion covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Legion, subject to the performance and observance by the RDN of the terms, conditions, covenants and agreements contained in this Agreement grants to the RDN a right by way of license for the RDN, its agents, employees and invitees to use the “Lands” in the event of an Emergency for the purpose of an Emergency Reception Center, including all necessary ancillary uses such as parking and for no other purpose and for occasional practice drills with sufficient notice.

2. RESERVATION OF RIGHTS

The Legion reserves to itself the right for the Legion, its agents, employees, contractors and invitees to have full and complete access to the "Lands" to carry out any operations associated with the Legion's use of the "Lands" at all times, except in the case of an emergency.

3. LICENSE FEE

In consideration of the right to use, the RDN shall pay to the Legion a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2023.

5. CONSTRUCTION

The RDN shall not construct or place any buildings or structures or make any improvements on the "Lands"

6. STANDBY EMERGENCY GENERATOR

The Association shall at all times remain responsible for the maintenance, service and fuel of the generator. The RDN will reimburse the Association for costs incurred for service, maintenance, and fuel for the generator in the form of a stipend, these costs are not to exceed \$1500 annually unless mutually agreed upon.

7. INSURANCE

The RDN will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the "Lands" by the RDN in the amount of not less than two million dollars per single occurrence with such greater amount as the Legion may from time to time designate, naming both the Legion and the RDN as an additional insured thereto and shall provide the Legion with a certified copy of such policy or policies.

8. INDEMNIFICATION

The RDN releases and will indemnify and save harmless the Legion, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the RDN or anyone else may incur, suffer or allege by reason of the use of the "Lands" by the RDN, its agents, employees or invitees, or the carrying on upon the "Lands" of any activity in relation the RDN's use of the "Lands".

9. NOTICES

a. It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

(i) to the Legion:
7035 West Island Highway
Bowser BC V0R 1G0

(i) if to the RDN:
6300 Hammond Bay Road
Nanaimo BC V9T 6N2

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

10. REGULATIONS

The RDN will indemnify the Legion from all lawsuits, damages, loss, costs or expenses the Legion may incur by reason or non-compliance by the RDN with any legal requirements. The RDN acknowledges and agrees that in the event that the "Lands" or any building, structure or improvement on the "Lands" is damaged while the RDN is exercising its rights to use the "Lands" under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the RDN to the Legion.

11. RENEWAL

a. This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

12. MISCELLANEOUS

a) This Agreement shall not be interpreted as granting any interest in the "Lands" to the RDN

b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

13. INTERPRETATION

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were

TO: Electoral Area Services Committee **MEETING:** March 13, 2018
FROM: Jon Wilson
 Manager of Emergency Services **FILE:** 2240 20 CFSA
SUBJECT: Cranberry Fire Service Agreement

RECOMMENDATION

That the Cranberry Fire Service Agreement be approved for renewal for continued provision of fire protection services covering the Cassidy Waterloo Fire Services area within Electoral Area 'A'.

SUMMARY

The Cranberry Fire Protection District (Fire District) provides fire protection services under contract to the Regional District of Nanaimo, for the properties within the boundaries of the Cassidy Waterloo Fire Protection Service area (Fire Service Area). The last renewal of the service agreement commenced in 2012 and expired on March 31, 2017. At that time, the Fire District approached the Regional District of Nanaimo requesting fees for service be reviewed due to increased costs to provide the service. That review has been completed and updated fees and terms of service have been proposed within the renewal agreement. The term of the agreement is recommended to be three years with two, one year extensions upon mutual agreement of both parties.

BACKGROUND

The Fire District provides fire protection and first responder services to approximately 690 properties in the Cassidy area, many of which are modular homes in modular home parks. The Regional District has a small two bay fire hall in the area called the Hallberg Fire Hall and in 2009/2010 purchased two new firefighting vehicles for the hall to support fire protection for the Cassidy Waterloo area. The Fire District is responsible for all aspects of day to day operations, including volunteer recruitment and training, fire planning and vehicle and building maintenance. The Regional District budgets for and pays directly the costs of operating the building such as electricity and maintenance, fuel and vehicle repairs, uniforms for volunteers stationed at the hall and equipment purchased for the vehicles and firefighters responding from the hall. The Fire District provides all training and administrative support for fire protection services.

Staff have been corresponding with the Fire District regarding terms for a new agreement and the Fire District has agreed to the terms outlined in the attached proposed agreement.

The agreement contains the following changes:

1. An initial term to March 31, 2020 with two (2) additional one year term upon the mutual agreement of both parties, ending on March 31, 2022.
2. The fees for provision of fire service have been adjusted and are detailed in the Financial Implications section of this report.
3. The fees will be reviewed on or about August 30th every year taking into consideration whether there has been a significant change in the cost of operations or efforts required to provide the fire protection service. This is a change in date of review (from November 30th) to align with budget preparations.
4. Twice annually (mid-year and year end), the Fire District and the Regional District shall meet and the Fire District shall provide a report covering the activities of the Fire District, year to date, for that year. The report shall cover at a minimum the following:
 - a. expenses of the Fire District compared to budget;
 - b. summary of recruitment, training and public education activities;
 - c. report on type and quantity of emergency responses in the Fire District and the properties.
5. Terms and conditions to require the Fire District to comply with all regulatory and statutory requirements applicable to the provision of services, including minimum standards for declared “Playbook” service levels.
6. Revised language to establish the use of the fire hall and equipment under a “Licence of Use” agreement.

Since April 2017, the Cranberry Fire Protection District has acted in good faith and continued to provide fire protection to the Cassidy Waterloo Fire Protection Service area, while terms of a new agreement were negotiated. The Cranberry Fire Protection District has continually demonstrated a conscientious and sincere approach to providing fire protection and first responder services to the Regional District’s service area. Staff recommend approving the new contract as presented.

Upon approval of the new agreement, the Agreement will be completed with the Fire District.

ALTERNATIVES

1. That the Cranberry Fire Service Agreement be approved for renewal for continued provision of fire protection services covering the Cassidy Waterloo Fire Services area within Electoral Area ‘A’.
2. That the Board provide alternative direction.

FINANCIAL IMPLICATIONS

In the last agreement between the RDN and the Fire District (2012 to 2016), the fees for provision of fire service started at \$39,500, and increased \$1,000 per year, and finished at \$43,500 in 2016.

The fees for provision of fire service to the Cassidy Waterloo Fire Protection area will commence at \$50,900 and increase by 5% annually to 2022. The increase is due to costs associated with a higher training level for the BC Fire Service Playbook Playbook.

a. 2017	\$50,900
b. 2018	\$53,450
c. 2019	\$56,125
d. 2020	\$58,925 (1 st one year renewal, subject to mutual agreement)
e. 2021	\$61,875 (2 nd one year renewal, subject to mutual agreement)

The proposed fee amounts for the agreement have been incorporated into the 2018-2023 5 Year Financial Plan.

STRATEGIC PLAN IMPLICATIONS

Participating in an agreement with the Cranberry Fire Protection District for continued fire protection coverage in the Cassidy Waterloo Fire Protection Service area will address RDN Strategic Priority of supporting Emergency Services as a core element of community safety.



Jon Wilson
jwilson@rdn.bc.ca
February 28, 2018

Reviewed by:

- D. Pearce, Director, Transportation and Emergency Services
- P. Carlyle, Chief Administrative Officer

Attachments

1. Cranberry Fire Service Agreement

Attachment 1 - Cranberry Fire Service Agreement

FIRE SERVICES AGREEMENT

THIS AGREEMENT made this _____.

BETWEEN:

CRANBERRY FIRE PROTECTION DISTRICT

1555 Morden Road
Nanaimo, BC V9X 1S2

(hereinafter called the "**Fire District**")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(hereinafter called the "**Regional District**")

OF THE SECOND PART

WHEREAS:

- A. The Fire District is authorized by Order in Council No. 371, dated March 30, 2005, to enter into contracts to provide Fire Protection and Emergency Response Services on behalf of other entities;
- B. The Regional District is authorized by its Bylaw No. 1388 and subsequent amendments, to provide Fire Protection Services to properties within the boundaries of the Cassidy Waterloo Fire Protection Service, as shown on the map attached as Schedule 'A' to this Agreement (the "**Properties**");
- C. The Regional District is the registered owner in fee simple of lands (the "**Lands**") legally described as:

PID 002-706-831

Lot 32, District Lot 7, Bright District, Plan 25967;

- D. The Regional District has constructed a building on the Lands for use as a firehall (the "**Building**") and the Lands and Building are, and shall remain the property of the Regional District, its successors and assigns;
- E. The Regional District has purchased and placed in the Building certain firefighting Equipment for the purposes of providing fire protection and emergency response services to the Properties; and

- F. The Parties wish to provide for the use of the Land and Equipment for the purposes of providing Fire Protection Services and Emergency Response Services to the Properties upon the terms and conditions set out herein.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

1.0 DEFINITIONS

- (a) **"Equipment"** means the equipment listed in Schedule 'B' to this Agreement, including the Vehicles;
- (b) **"Fire Protection Services"** means professional fire protection services, including but not limited to:
 - i. structural fire suppression;
 - ii. response to all dispatched fire alarms;
 - iii. hazardous material handling;
 - iv. public education programs;
 - v. fire prevention inspection;
 - vi. building permit process plan review;
 - vii. fire investigation; and
 - viii. local assistant fire commissioner duties as described in the *Fire Services Act*, R.S.B.C. 1996, c. 144,
- (c) **"Emergency Response Services"** means vehicle extrication, first responder medical services, road rescue and related activities; and
- (d) **"Services"** means Fire Protection Services and Emergency Response Services.
- (e) **"Vehicles"** means the vehicles listed in Schedule 'B' to this Agreement.

2.0 TERM, TERMINATION AND PAYMENT

- 2.1 The Fire District hereby agrees to provide the Services to the Properties, for a period beginning on or after April 1, 2017 and ending on March 31, 2020 for a three year term (the "**Term**"). This Agreement may be extended for two additional one year terms, upon the mutual agreement of the Parties, ending on March 31, 2022.

2.2 The Regional District and the Fire District agree to work cooperatively and within the resources available to the Regional District, to provide the Vehicles and Equipment to be located at the Lands over the Term of this Agreement.

2.3 In consideration and payment for the Services to be rendered as provided for herein, the Regional District agrees to pay to the Fire District the following amounts:

2017 \$50,900.00;

2018 \$53,450.00; and

2019 \$56,125

2020 \$58,925 (1st one year renewal, subject to mutual agreement)

2021 \$61,875 (2nd one year renewal, subject to mutual agreement)

(the "**Fee Schedule**").

2.4 Notwithstanding section 1.0(a) to (c), the Parties agree that on or before August 30th each year, the Fee Schedule in section 2.3 shall be reviewed by the Parties. The review will consider whether there has been a significant change in the number of emergency responses and effort required to provide the Services as outlined in this Agreement (a "**Significant Change**"). A revised Fee Schedule if mutually agreed upon will be communicated in writing and will replace the Fee Schedule in section 2.3. If the Parties are unable to agree on a revised Fee Schedule, the Fee Schedule shall remain as stated in section 2.3.

2.5 The amount payable by the Regional District shall be paid in two installments annually, which are payable in April and October of each year at the end of the respective month.

3.0 SERVICES TO BE PROVIDED

3.1 The Fire District agrees when providing the Services to the Properties, it will provide at least the same level of service as it provides to properties within the Fire District. Notwithstanding the foregoing, the Fire District shall ensure that:

(a) it is equipped and that its staff have completed the appropriate training identified in the British Columbia Fire Services Minimum Training Standards Structure Firefighters Competency and Training Playbook (the "**Playbook**") for the Fire District to achieve and maintain a minimum level of Exterior Operations, as that term is defined in the Playbook;

(b) it abides by all enactments that apply to the provision of the Services, including all applicable bylaws of the Regional District, as amended or replaced from time to time;

(c) it maintains records of all training it conducts for any firefighters that are used to provide the Services, and shall make those records available to the Regional District upon request;

- (d) it abides by all policies of the Regional District that govern the manner in which the Services are to be provided, or that specify the level of the Service, as such policies may be amended or replaced from time to time;
 - (e) it abides by the standard of the fire fighting and emergency services for volunteer fire departments generally accepted in the Province of British Columbia; and
 - (f) it abides by the requirements of the *Workers Compensation Act* and the Occupational Health and Safety Regulation under that Act.
- 3.2 The Regional District hereby makes available to the Fire District, for the initial Term and subsequent renewals of the Term of this Agreement, the Lands, Building and Equipment for the purposes of providing the Services to the Properties. The intent of this section is that the Fire District may use any combination of its own equipment and the Equipment provided by the Regional District to provide Fire Protection Services and Emergency Response Services within the Fire District as well as to the Properties.
- 3.3 In addition to the Equipment available at the Building, the Fire District will use their best efforts to make its equipment and vehicles available for response to any fire or emergency within the Properties with a sufficient number of personnel who are at all relevant times, ready, willing, trained and able to accompany such equipment and vehicles and use their best efforts to extinguish any fire or respond to any emergency within the Properties.
- 3.4 The Fire District will ensure that the location of its fire hall and the phone numbers to be used in order that prompt notification can be given where necessary of the occurrence of a fire or other emergency are widely publicized within the Properties.
- 3.5 The Fire District shall keep the Equipment purchased by the Regional District at the Building when not in use by the Fire District, for fire protection, emergency response, training and/or maintenance purposes, unless the Fire District has received written authorization from the Regional District.
- 3.6 The Fire District shall have full and unfettered access to, and use of the Building and Equipment owned by the Regional District in order to provide Fire Protection and Emergency Response Services, whether the response is within the boundaries of the Fire District or within the Properties.
- 3.7 The Regional District shall at all times have and retain title to the Equipment. The Fire District shall have no right, title or interest in the Equipment other than the right to use the Equipment in accordance with the terms of this Agreement.
- 3.8 The Fire District shall cooperate with the Regional District in the enforcement of any warranties relating to the Equipment, and, if necessary, the Regional District shall appoint the Fire District as its agent for the purpose of such enforcement.

- 3.9 The Fire District shall maintain, repair, overhaul, service and keep the Equipment in a condition equivalent to its condition at the commencement of this Agreement, reasonable wear and tear only accepted, and in a fully operative condition in conformity with any recommendations for maintenance or otherwise that may from time to time be made by any manufacturer or seller of the Equipment and in conformity with all applicable laws, orders, rules, regulations and directives of any government departments, boards or authorities.
- 3.10 The Fire District shall provide to the Regional District prompt notice of any damage to or loss of the Equipment or any part of it in accordance with section 15.0 of this Agreement.

4.0 MEETINGS AND REPORTING

- 4.1 During all times in which this Agreement is in effect, the Fire District agrees that the Regional District's representative, shall be entitled to attend all meetings of the Fire District so as to provide advice and liaison between the Fire District and the Regional District.
- 4.2 The Regional District's representative shall provide administrative and other support with respect to this Agreement.
- 4.3 The Fire District and the Regional District shall meet at least twice annually (ie. mid-year and year end) and the Fire District shall provide reports covering the activities of the Fire District with respect to this Agreement, for the year to date reporting period. The report shall cover at a minimum the following:
- (a) expenses of the Fire District compared to budget;
 - (b) summary of recruitment, training and public education activities; and
 - (c) the type and quantity of emergency responses in the Fire District and the Properties.

5.0 RESPONSIBILITY FOR EXPENSES AND MAINTENANCE

- 5.1 It is intended by the Parties that the Lands, Building and Equipment are of no cost or expense to the Fire District during the Term, and, accordingly, the Regional District agrees to pay, whether on its own behalf or on behalf of the Fire District, all costs of every nature and kind relating to the Lands and Equipment.
- 5.2 The Fire District agrees to maintain the Lands and Building in good repair and in a neat and tidy condition and to not do or permit any act or neglect which may in any manner directly or indirectly endanger and person or land in the vicinity of the Lands, damage and land in the vicinity of the Lands, or create become a nuisance or interfere with the comfort of any person occupying land in the vicinity of the Lands.
- 5.3 The Fire District shall provide itemized invoices for repairs and maintenance with respect to the Lands, Buildings and Equipment to the Regional District and the Regional District shall promptly pay the invoices directly or shall reimburse the Fire District as the case may be.

- 5.4 The Fire District shall not construct or place on the Lands any improvements without first obtaining the prior written consent of the Regional District and obtaining all required building or development permits.
- 5.5 The Fire District shall not commit waste on the Lands.
- 5.6 The Fire District shall not deposit or discharge on the Lands any Contaminants as defined in section 7.5(b) of this Agreement.
- 5.7 The Fire District shall provide the Regional District prompt notice of any damage to the Lands or Building or any part of them in accordance with section 15 of this Agreement.

6.0 INSURANCE, RISK AND INDEMNITY

- 6.1 The Fire District agrees to indemnify and save harmless the Regional District, its elected and appointed officers and employees, from any and all claims, suits, actions, costs, fees and expenses of any kind whatsoever brought against or incurred by the Regional District or its elected and appointed officers and employees in any way relating to the Fire District 's use of the Lands, Building, or Equipment, during the Term of this Agreement. Such indemnity shall extend to legal expenses incurred by the Regional District in defending against such liability or alleged liability or in enforcing this right of indemnity.
- 6.2 The Fire District agrees to take out and keep in full force and effect throughout the Term at the expense of the Fire District:
 - (a) comprehensive general liability insurance, including without limitation non-owned automobile insurance, against claims for personal injury, death or property damage howsoever rising out of the operations of the Fire District, whether on the Lands, in the Building or elsewhere, and its use of the Lands and Building, to the limit as may be reasonably required by the Regional District from time to time but, in any case, of not less than Five Million (\$5,000,000.00) Dollars in respect to injury or death to a person or persons and in respect of any one accident concerning property damage. The policy of insurance shall include tenant's legal liability coverage for property damage in the amount of One Million (\$1,000,000.00) Dollars.
- 6.3 The policy or policies of insurance shall name the Regional District as an additional insured, shall include a cross-liability clause and shall be on terms acceptable to the Regional District. The policy or policies shall also provide for notification to the Regional District at least thirty (30) days prior to cancellation. If the Fire District fails to provide the insurance required by this Agreement, it may be provided by the Regional District at the cost of the Fire District.
- 6.4 The Regional District agrees to indemnify and save harmless the Fire District from any and all actions, claims, suits or judgments arising out of or in connection with the performance by the Fire District, or its officers or employees, of the obligations of the Fire District under this Agreement, except where such action, claim, suit or judgment is related to:
 - (a) a negligent act or omission;
 - (b) a breach of this Agreement; or

(c) a willful, fraudulent or illegal act

of the Fire District, its officers or employees.

- 6.5 The Regional District shall, at its sole expense, insure the Building and its contents, whether the contents are owned by the Regional District or the Fire District, at full replacement cost.
- 6.6 Should the Building or Equipment be damaged or destroyed, the Fire District and the Regional District shall work diligently together to pursue any remedies contained in the policies of insurance under this section.
- 6.7 Should the Building or Equipment be damaged or destroyed, the Regional District will repair or replace the Building or Equipment as soon as is practical, given any requirements to make a claim for damages under the policies of insurance held by the Regional District as outlined in this section and/or requirements to obtain financial support under the *Local Government Act*. The Fire District agrees to maintain the Services during any period in which the Building or Equipment are being replaced as a result of damage or destruction.
- 6.8 Where the cause of the damage or destruction under section 6.7 is determined to be due to negligence on the part of the Fire District, the Fire District will be responsible for any difference between the cost to repair or replace the Building or Equipment and any coverage available to the Regional District under its policies of insurance.
- 6.9 The Fire District agrees to comply promptly at its expense with all laws, bylaws, regulations, requirements and recommendations, which may be applicable to the manner of use of the Lands, Building or Equipment, made by any and all federal, provincial, local government and other authorities or association of insurance underwriters or agents and all notices in pursuance of same.
- 6.10 The Fire District agrees to indemnify the Regional District from and against any builder's liens and must, upon the request of the Regional District, immediately cause any registered lien to be discharged from title to the Lands.

7.0 LICENCE OF USE

- 7.1 The Regional District, subject to the performance and observance by the Fire District of the terms, conditions, covenants and agreements contained in this Agreement, and to earlier termination as provided in this Agreement, grants to the Fire District a licence for the Fire District to use the Lands and Building for the purposes of providing the Services and for providing fire protection services within the boundaries of the Fire District and for no other purpose.
- 7.2 This Agreement does not grant any interest in the Lands or Building to the Fire District.
- 7.3 The Regional District hereby reserves, to itself from the grant and covenants made by it to the Fire District in section 7.1 above, the right for the Regional District, its agents, employees, contractors and subcontractors to have full and complete access to the Lands and Building to carry out any operations associated with the Regional District's use of the Lands or Building and to determine whether the Fire District is complying with the terms of this Agreement. The Regional District shall only access the Lands and Building for the purposes of determining whether the Fire District is

complying with the terms of this Agreement at reasonable times, upon twenty-four (24) hours' notice in writing, specifying the time of inspection. If any want or repair shall be found on such examination and notice thereof is given, the Fire District will, within ninety (90) days of the giving of that notice, well and truly repair in accordance with that notice.

7.4 The Regional District hereby warrants and represents to the Fire District that:

- (a) the Regional District has fully disclosed to the Fire District all environmental reports, site assessments, audits, studies, permits, licences and records in the possession or control of the Regional District with respect to the Lands and relating to the Contaminants or Environmental Laws, and, the Regional District has not obtained or performed any environmental reports, site assessments, audits or other studies with respect to the Lands and Equipment except as disclosed in writing to the Fire District; and
- (b) for the purposes of this section:
 - i. "**Contaminants**" means explosives, radioactive materials, asbestos materials, urea formaldehyde, underground or aboveground tanks, pollutants, contaminants, deleterious substances, dangerous goods or substances, hazardous, corrosive or toxic substances, special waste or waste of any kind, or any other substance, the storage, manufacture, disposal, handling, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws; and
 - ii. "**Environmental Laws**" means any and all statutes, laws, regulations, orders, bylaws, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Lands, now or hereafter in force relating to the environment, health, occupational health and safety, product liability or transportation of dangerous goods, including all applicable guidelines and standards with respect to the foregoing as adopted by any of those governmental authorities from time to time and the principles of common law and equity.

8.0 USE, ASSIGNMENT AND SUBLETTING

- 8.1 The Fire District agrees that it will not assign, mortgage or encumber this Agreement, or sublicense its interest in the Lands or Building, or suffer or permit the Lands or Building or any part thereof to be used by others without the prior written consent of the Regional District in each instance, which shall not be arbitrarily or unreasonably withheld.
- 8.2 In no event shall any assignment or sub-licencing to which the Regional District may have consented, release or relieve the Fire District from its obligations to fully perform all the terms, covenants and conditions of this Agreement on its part to be performed.
- 8.3 In the sub-agreement between the Fire District and an assignee or sublicensee under any assignment or sub-Agreement consented to by the Regional District, the Fire District shall require that the subtenant or assignee agree to be bound by all of the Fire District's obligations under this Agreement.

9.0 APPROVALS

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

10.0 RELATIONSHIP OF PARTIES

- 10.1 Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties.

11.0 SOLE AGREEMENT

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

12.0 ARBITRATION

- 12.1 In the event of a bona fide dispute arising between the Fire District and the Regional District as to any matter, question or determination arising or required to be made under this Agreement, such dispute shall immediately be referred to an arbitrator agreed upon by the Fire District and the Regional District or, in the event that they cannot agree upon such arbitrator, then the question shall be referred to the arbitration of one arbitrator under the *Commercial Arbitration Act* of British Columbia, and amendments thereof, or such other Statute or Statutes of like effect being in force in British Columbia, and such arbitrator, whether agreed upon or appointed under the said Statute shall have access to such records of the Parties as may be reasonably necessary and the decision of the Arbitrator shall be final and binding upon the Parties. Except as otherwise provided for in this Agreement, the costs of the arbitration shall follow the award, unless otherwise determined by the Arbitrator.

13.0 REMOVAL OF IMPROVEMENTS

- 13.1 All improvements authorized by the Regional District and all articles of personal property constructed, owned or installed by the Fire District at the expense of the Fire District on the Lands shall remain the property of the Fire District and may be removed by the Fire District at any time until the end of the Term or earlier termination of this Agreement. The Fire District agrees that it will, at its expense, repair any damage to the Lands caused by the construction, installation, existence, use or removal thereof (the "**Restoration**"). Before removing such property, the Fire District shall notify the Regional District of its intention to do so and shall, if required by the Regional District, post a bond in an amount and form satisfactory to the Regional District as security for performance of the Fire District's obligations for the Restoration.

- 13.2 If the Fire District does not remove the property which is removable by the Fire District pursuant to section 13.1 prior to the end of the Term or the sooner termination of this Agreement, such property shall, if the Regional District elects, be deemed to become the Regional District's property and the Regional District may remove the same at the expense of the Fire District, and the cost of such removal will be paid by the Fire District forthwith to the Regional District on demand.

14.0 DEFAULT AND EARLY TERMINATION

- 14.1 If the Fire District violates or neglects any covenant, agreement or stipulation herein contained on its part to be kept, performed or observed and any such default on the part of the Fire District shall continue for thirty (30) days after written notice thereof to the Fire District by the Regional District, the Regional District may terminate this Agreement, including the Licence of Use contained in section 7.0 and re-enter and take possession of the Lands, and the rights of the Fire District with respect to the this Agreement, the Lands and the Building lapse and are absolutely forfeit immediately. The Regional District may by reasonable force if necessary without any previous notice of intention to re-enter and may remove any persons and property from the Lands and Building and may use such force and assistance in making such removal as the Regional District may deem advisable to recover at once full and exclusive possession of the Lands and Building.
- 14.2 If during the Term hereof or any renewal thereof, any of the goods or chattels of the Fire District shall at any time be seized or taken in execution or attachment by any creditor of the Fire District or if the Fire District shall make any assignment for the benefit of creditors or commit any other act of bankruptcy or shall become bankrupt or insolvent or shall take the benefit of any bankruptcy or insolvency legislation or if a receiver be appointed by a court or any person or in the case that the Lands are used by any other person or for any other purpose than is herein provided without the prior written consent of the Regional District or if any order shall be made for the winding up or dissolution of the Fire District or it should otherwise cease to exist then the Term hereof or any renewal thereof shall become forfeit and void, and it shall be lawful for the Regional District any time thereafter to re-enter into or upon the Lands and Building or any part thereof in the name of the whole, to have again, repossess and enjoy as of its former estate, notwithstanding anything herein contained to the contrary and neither this Agreement nor any interest therein nor any estate hereby created shall pass to or enure to the benefit of any trustee in bankruptcy or any receiver or any assignee for the benefit of creditors or otherwise by operation of law.
- 14.3 If the Regional District exercises its right of termination as outlined in sections 14.1 or 14.2, then it may recover possession of the Lands and Building in accordance with sections 12 and 13.

15.0 NOTICE

- 15.1 All payments or correspondence to the Fire District from the Regional District shall be sent to the Fire District at the following address:

Cranberry Fire Protection District
1555 Morden Road
Nanaimo, BC V9X 1S2

Attention: Chairperson

All payments or correspondence to the Regional District from the Fire District shall be sent to the Regional District at the following address:

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

Attention: Corporate Officer

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

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

16.0 WAIVER

- 16.1 The failure of either Party to insist upon strict performance of any covenant or condition contained in this Agreement or to exercise any right or option hereunder shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, right or option.
- 16.2 The acceptance by the Regional District of a part payment of any sum required to be paid hereunder shall not constitute waiver or restriction of the right of the Regional District to payment in full of such sum.

17.0 SUCCESSORS BOND

17.1 All rights and liabilities herein given to, or imposed upon, the respective Parties hereto shall extend to and bind the respective successors and assigns of the said Parties. No rights, however, shall enure to the benefit of any assignee of the Fire District unless the assignment to such assignee has been first approved by the Regional District in accordance with section 7.

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

Cranberry Fire Protection District)
by its authorized signatories:)

_____)
Name:)

_____)
Name:)

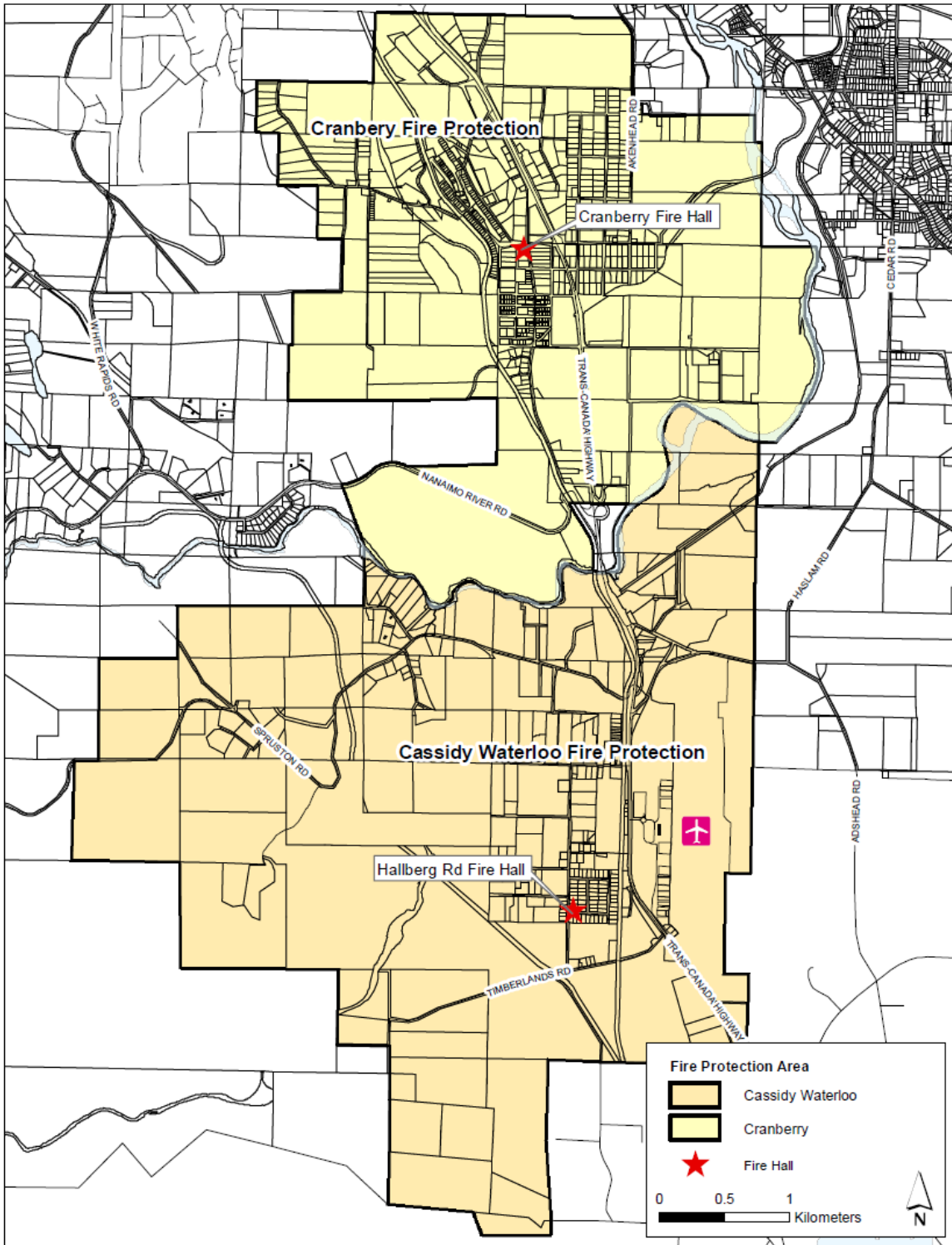
Regional District of Nanaimo)
by its authorized signatories:)

_____)
Name:)

_____)
Name:)

SCHEDULE 'A'

Properties to be served under this Agreement



SCHEDULE 'B'

List of Equipment

Vehicles:

1. 2008 NFPA Furion Pumper A662
2. 2010 Freightliner Tanker

Equipment

The Parties acknowledge that at the date of this Agreement a formal inventory of Equipment is not available but that items in the Building have been purchased and belong to the Regional District. In addition to items typically stored in the Building, portable radios and pagers sufficient to equip the typical complement of volunteers at the Building are the property of the Regional District.

Equipment includes but is not limited to:

- (a) all furniture and fixtures attached to and/or placed within the Building;
- (b) all uniforms and personal protective Equipment purchased by the Regional District;
- (c) movable Equipment such as fans, generators, axes, ladders and similar Equipment which may be stored on the Vehicles from time to time; and
- (d) stationary radio Equipment, portable radios and pagers used by the typical complement of volunteers at the Building.

TO: Electoral Area Services Committee **MEETING:** March 13, 2018
FROM: Tom Armet
 Manager, Building & Bylaw Services **FILE:**
SUBJECT: **Building Permit Activity - 2017**

RECOMMENDATION

That the report Building Permit Activity - 2017 be received for information.

SUMMARY

This report contains 2017 summary information on building permit activity for the Regional District of Nanaimo's (RDN's) seven Electoral Areas as well as the District of Lantzville, where the RDN provides building permit and inspection services under contract. Overall, the RDN has experienced continued growth in residential construction activity during the past three years at levels higher than the provincial average. This trend continued throughout 2017 with a 21% increase in permit applications over 2016 and a 30% increase over the number of permit applications in 2015. An update on innovations that the Department is continuing to implement to improve the efficiency of building permit processing is also provided in this report.

BACKGROUND

The increase in building activity over the past three years within the Regional District of Nanaimo is reflective of the strong performing economy in the region. Recent published reports by various financial institutions and the BC Real Estate Association are forecasting continued growth within the housing market in this region into 2018.¹

Building permit data is collected and disseminated monthly to various federal and provincial agencies such as Statistics Canada and BC Assessment where the data is used for tracking, property valuation and forecasting of development trends. RDN staff also post monthly permitting activity reports on the RDN website and provide copies to the Area Directors.

Construction activity in the RDN Electoral Areas tends to be predominately residential, with a relatively small number of non-residential (commercial/industrial) building permits issued. This report provides a brief summary of both residential and non-residential building permit activity in the Electoral Areas and the District of Lantzville for 2017. Data for the years 2016 and 2015 is shown for comparison.

¹ <http://www.bcrea.bc.ca/docs/economics-forecasts-and-presentations/housingforecast.pdf>

Building Permit Applications

The RDN received 858 building permit applications in 2017, representing a 21% increase over 2016, and a 30% increase over the number of permit applications in 2015. The overall construction value of the permits issued in 2017 is \$121.7 million, representing a 29% increase over 2016 and a 40% increase in construction value over 2015.

Non-Residential Building Permits

Non-residential (commercial/industrial) building permits represent a relatively small number of the overall permits issued. However, the value of these permits can be high, depending on the scope of the commercial or industrial projects. In 2017, the RDN issued 41 non-residential permits valued at \$8.7 million, 39 permits valued at \$4.6 million in 2016, and 47 non-residential permits valued at \$5.6 million in 2015.

Building Permits by Electoral Area

As noted above, the RDN continues to experience increased building activity levels in the electoral areas, particularly Areas A, E and F. The following table provides a breakdown of building permits issued by electoral area and Lantzville from 2015 to 2017:

Electoral Area	Building Permits Issued		
	2015	2016	2017
A	84	79	109
B	87	73	86
C	36	41	40
E	107	115	137
F	79	81	109
G	116	102	117
H	43	74	56
Lantzville	41	33	32
Total Permits issued	593	598	686
Total Construction Value (\$m)	\$86.6	\$94.1	\$121.7

Building Permit Approvals and Inspection Scheduling

Building Permit approval times can vary depending on the project complexity and increased volumes of applications during the busiest periods for construction activity. During the first quarter of 2017, the turn-around time for permit approvals was 2 to 3 weeks, however, as anticipated, this increased to 4 to 5 weeks on average due to high volumes of permit applications. In 2017, RDN Building Inspectors conducted over 7,000 scheduled inspections within 24 to 48 hours of the client's request. Permit

approvals and inspection scheduling times in the RDN remain consistent with or lower than other regional districts and municipalities on Vancouver Island.

Service Enhancements

Permit processing times and the delivery of inspection services has an impact on our customers' ability to deliver product to their clients. In response to this, we have incorporated a continuous improvement model to review our processes, incorporate technology and adjust service levels accordingly. As previously reported, the department is fully staffed and work is continuing on the initiative to implement a public portal in 2018 for online building permit applications and inspection scheduling.

The public portal will be fully integrated with the RDN's internal processes and is designed to give the public the option to "self-serve" their building permit application and inspection requests from their home, office or mobile device. Use of the portal will eliminate the need for clients to travel to the RDN office or schedule their inspections by telephone, which in turn will enhance the overall efficiency of the permit/inspection process for the public and staff alike.

ALTERNATIVES

1. Receive the report on 2017 building permit activity for information.
2. Provide alternate direction to staff.

FINANCIAL IMPLICATIONS

There are no financial implications in receiving this report.

STRATEGIC PLAN IMPLICATIONS

Reporting on building permit activity enhances regional governance by providing Area Directors with information on development activity and trends within each Electoral Area and the region overall.



Tom Armet
tarmet@rdn.bc.ca
February 23, 2018

Reviewed by:

- G. Garbutt, General Manager, Strategic and Community Development
- P. Carlyle, Chief Administrative Officer