

AMENDED

AGENDA FOR THE REGULAR FINANCE / POLICY COMMITTEE OF THE WHOLE MEETING TO BE HELD IN THE BOARD ROOM, CITY HALL, ON MONDAY, 2009-MAY-04, COMMENCING AT 4:30 P.M.

1. CALL THE REGULAR FINANCE / POLICY COMMITTEE OF THE WHOLE MEETING TO ORDER:

2. INTRODUCTION OF LATE ITEMS:

- Add Item 6 (b) – Delegations Pertaining to Agenda Items – Mr. Fred Taylor, 204 Emery Way, Nanaimo, BC, regarding Zoning Bylaw Amendment Bylaw 4000.447. *Pg. 9.1*
- Correction to Agenda Item 10 (b) – Information Only Items – Add (Note: Staff will be providing a PowerPoint presentation.)
- Correction to Agenda Item 10 (c) – Information Only Items – Delete (Note: Staff will be providing a PowerPoint presentation.)

3. ADOPTION OF AGENDA:

4. ADOPTION OF MINUTES:

- (a) Minutes of the Regular Finance / Policy Committee of the Whole Meeting held in the Board Room, City Hall, on Monday, 2009-MAR-16 at 4:30 p.m. *Pg. 6-9*

5. PRESENTATIONS:

- (a) Mr. Rick Jeffrey, President, Coast Forest Products Association to provide a PowerPoint presentation on the Coastal Forest Industry.

6. DELEGATIONS PERTAINING TO AGENDA ITEMS: (10 MINUTES)

- (a) Delegations Pertaining to the 2009-2013 Financial Plan.
- (b) Mr. Fred Taylor, 204 Emery Way, Nanaimo, BC, regarding Zoning Bylaw Amendment Bylaw 4000.447.

7. **COMMISSION REPORTS:**

(a) **License of Use Agreements 2009**

Pg. 10-43

Commission's Recommendation: That Council in accordance with the document "Guidelines Establishing Value of Rent for Lease or License Agreements to Non-Profit Societies", approve the following License of Use Agreements for a five-year (5) period at an annual rent of \$1.00 given that the services provided in these three licenses meet well with the stated guidelines.

Licensee	License Period	Admin Fee	Rent
Nanaimo Hornets Rugby-Football Club	2009-MAR-01 to 2014-FEB-28	\$125.00	\$1.00/year
Nanaimo & District Equestrian Association (NDEA) and Vancouver Island Exhibition Association (VIEA)	2009-MAR-01 to 2014-FEB-28	\$125.00	\$1.00/year
Douglas Island Garden Society (DIGS)	2009-APR-01 to 2014-MAR-31	\$125.00	\$1.00/year

8. **COMMITTEE REPORTS:**

(a) **Grants Advisory Committee – 2009 Grants Advisory Committee Recommendations**

Pg. 44-45

Committee's Recommendation: That Council:

1. award an Other Grant for 'in-kind' funding for rental subsidy to the following applicant:
 - Nanaimo Dry Grad Society
2. award Security Check Grants to the following applicants:
 - McSeeds Society (SC-01)
 - Nanaimo Child Development Centre (SC-02)
3. award Permissive Tax Exemptions as follows:
 - that the Nanaimo Branch of the Red Cross Society (PTE-01) be place on the 2009 Permissive Tax Exemption Bylaw for property it leases at 2-3, 2525 McCullough Road (05990.102) and that the Society receive a cash-in-lieu equivalent for its 2009 taxes, estimated at \$6,922.00
 - that Theatre One (PTE-03) be placed on the 2009 Permissive Tax Exemption Bylaw for property it leases from The City of Nanaimo at 4-150 Commercial Street (85616.004).

4. *deny a Permissive Tax Exemption to Nanaimo & District Hospital Foundation (PTE-02) due to lack of demonstrated financial need.*
5. *deny a cash grant to the Nanaimo Dry Grad Society (OG-01) as it will be providing 'in-kind' funding for facility rental at Beban Park.*

(b) **Social Planning Advisory Committee – 2009 Community Service Grants**

Pg.46-47

Committee's Recommendation: *That Council approve the allocation of the first round of Community Service Grants as noted below:*

Applicant	Purpose	Amount Requested	Amount Recommended
AIDS Vancouver Island	To broaden their provision of emergency food vouchers	8,000	0
Central V.I. Multicultural Society	Healthfest 2009	3,000	1,000
Columbian Centre Society	Meeting increased operating expenses	5,500	0
Departure Bay Neighbourhood Association	Kin Hut rentals & printing & distribution of newsletter	450	0
Food Link Nanaimo Society	To provide community education about local food sources	6,000	0
Haven Society	To put funds toward construction of new Community Services Building	10,000	0
Island Deaf and Hard of Hearing Centre	Hearing Loss Resource Program	10,000	0
Mid Island Fibromyalgia Support Group	Start-up funds	1,000	0
Morrell Sanctuary Society	Develop other environmental education programs & modify existing programs	2,500	0

Nanaimo Child Development Centre	Support set-up of two portables to expand their service delivery	500	0
Nanaimo Citizen Advocacy Association	Operating costs to augment their existing programs	10,000	0
Nanaimo Community Gardens Society	Get Growing Gardens Program & Gleaning Program	6,000 4,000	4,000
Nanaimo Family Life Association	Start-up costs for Children & Families Counselling Program	1,500	1,000
Nanaimo Foodshare Society	Kids Get Cooking & Gardening Program	7,500	4,000
Nanaimo Men's Resource Centre	Father's Day in the Park Event	5,000	0
Nanaimo Telephone Visiting Society	To maintain operations	10,000	1,500
Nanaimo Volunteer & Information Centre Society	Volunteer Appreciation Luncheon	2,500	0
Nanaimo Women's Resources Society	Putting 4 volunteers through the Food Safe Training & purchasing kitchen equipment	500	500
Neighbours of Nob Hill Society	Neighbourhood Family Soiree & purchase materials for art project	1,000	500
Start with Art Nanaimo	Help fund operating costs of community arts space	5,000	0
Total		99,950	12,500

9. **STAFF REPORTS:** *(blue)*

CORPORATE SERVICES:

- (a) **Regional Growth Management Service Amendment
Bylaw No. 1553.01, 2009** Pg. 48-50
-

Staff's Recommendation: That Council waive the consent requirements under Section 801.4 of the Local Government Act by consenting to the adoption of "REGIONAL GROWTH MANAGEMENT SERVICE AMENDMENT BYLAW NO. 1553.01, 2009" and that the Regional District of Nanaimo be notified accordingly.

COMMUNITY SERVICES:

- (b) **Maffeo Sutton Park – Interim Parking Lot Expansion** Pg 51-52

Staff's Recommendation: That Council approve the allocation of up to \$60,000 from the Parking Reserve fund for the expansion of the parking at Maffeo Sutton Park as part of the Phase 1 Spirit Square.

10. **INFORMATION ONLY ITEMS:**

- (a) Report from Mr. Bill Sims, Manager, Water Resources re: Prequalification of General Contractors for Extension Reservoir 8a. Pg. 53
- (b) Report from Mr. Dale Lindsay, Manager, Planning Division, re: ZONING BYLAW AMENDMENT BYLAW 4000.447. Pg.54-64
(Note: Staff will be providing a PowerPoint presentation.)
- (c) Report from Mr. Bruce Anderson, Manager of Community Planning, re: REOI (Request for Expression of Interest) - Supportive Housing Project – 445 Wesley Street Pg.65-66

11. **CORRESPONDENCE:**

12. **NOTICE OF MOTION:**

13. **OTHER BUSINESS:**

14. **DELEGATIONS PERTAINING TO ITEMS NOT ON THE AGENDA:
(10 MINUTES)**

15. **QUESTION PERIOD:** *(Agenda Items Only)*

16. **ADJOURNMENT:**

MINUTES OF THE REGULAR FINANCE / POLICY COMMITTEE OF THE WHOLE MEETING
HELD IN THE BOARD ROOM, CITY HALL,
ON MONDAY, 2009-MAR-16 COMMENCING AT 4:42 P.M.

PRESENT: Mayor J. R. Ruttan, Chair

Members: Councillor W. L. Bestwick
Councillor W. J. Holdom
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor L. D. McNabb
Councillor J. F. K. Pattje
Councillor L. J. Sherry
Councillor M. W. Unger

Staff: G. D. Berry, City Manager
A. C. Kenning, Deputy City Manager
A. W. Laidlaw, General Manager of Community Services
E. C. Swabey, General Manager of Development Services
I. Howat, Director of Legislative Services
T. L. Hartley, Director of Human Resources
B. E. Clemens, Director of Finance
Chief R. Lambert, Nanaimo Fire Rescue
J. E. Harrison, Manager of Legislative Services
M. Hutchinson, Economic Development Officer
L. Murray, Manager of Regulation and Risk Management
P. Kristensen, Chief Technology Officer
S. Graham, Manager of Financial Planning and Payroll
K. King, Recording Secretary
S. McMillan, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Regular Finance / Policy Committee of the Whole Meeting was called to order at 4:42 p.m.

2. INTRODUCTION OF LATE ITEMS:

- (a) Add Item 5 (b) – Delegations Pertaining to Agenda Items – Mr. Randall C. Stearman regarding the Business Improvement Area Tax.
- (b) Add Agenda Item 5 (c) – Delegations Pertaining to Agenda Items – Mr. Ernie Rushworth, 234 Commercial Street, Nanaimo BC, regarding the BIA Renewal.
- (c) Add Agenda Item 5 (d) – Delegations Pertaining to Agenda Items – Mr. Jack McLellan, 169 Comox Street, Nanaimo BC, regarding BIA Bylaw Renewal.

- (d) Add Agenda Item 5 (e) – Delegations Pertaining to Agenda Items – Mr. Lawrence Rieper, 990 Campbell Street, Nanaimo BC, V9R 3H6, regarding BIA Bylaw Renewal.
- (d) Add Agenda Item 6-(b) – Staff Reports – Vancouver Island Conference Centre Greening.

3. ADOPTION OF AGENDA:

It was moved and seconded that the Agenda, as amended, be adopted. The motion carried unanimously.

4. ADOPTION OF MINUTES:

It was moved and seconded that Minutes of the Regular Finance / Policy Committee of the Whole Meeting held in the Board Room, City Hall on Monday, 2009-MAR-02 at 4:49 p.m. be adopted as circulated. The motion carried unanimously.

5. DELEGATIONS PERTAINING TO AGENDA ITEMS:

It was moved and seconded that the Delegations be permitted to address Council. The motion carried unanimously.

(a) 2008 – 2012 Financial Plan

Ms. Patricia Portsmouth, 934 Highview Terrace, Nanaimo, BC, V9R 6K5, spoke on behalf of Mr. Douglas Hardie, Chair, South End Community Association, regarding funding for the South End Neighbourhood Plan. Ms. Portsmouth outlined the Association's activities and requested confirmation from Council that the Neighbourhood Plan application, submitted in September of 2007, would be included in the 2009 Budget.

(b) Mr. Randall C. Stearman, 6430 Phantom Rd, Lantzville, BC, V0R 2H0, regarding the Business Improvement Area.
Mr. Stearman was not in attendance at the meeting.

(c) Mr. Ernie Rushworth, 234 Commercial Street, Nanaimo BC, expressed concerns regarding the Downtown Nanaimo Partnership Society and the BIA Bylaw process.

(d) Mr. Jack McLellan, 169 Comox Street, Nanaimo BC, expressed concerns regarding the Downtown Nanaimo Partnership Society and the BIA Bylaw process.

(e) Mr. Lawrence Rieper, 990 Campbell Street, Nanaimo BC, V9R 3H6, expressed concerns regarding the Downtown Nanaimo Partnership Society and the BIA Bylaw process.

6. STAFF REPORTS:

ADMINISTRATION:

(a) 2009 Budget and Property Tax Bylaw

Consideration of the 2009 Budget and Property Tax Bylaw was postponed and to the next Regular Council meeting to be held 2009-Mar-23.

(b) Vancouver Island Conference Centre Greening

It was moved and seconded that Council award a fixed price contract to Vondella Mechanical in the amount of \$2,020,692.73 for the install of the air source heat pump system and solar hot water heating system at the Port of Nanaimo Centre. The motion carried.

Opposed: Councillor Kipp

CORPORATE SERVICES:

(b) Business Improvement Area (BIA 1) Bylaw 2009 No. 7086
Business Improvement Area (BIA 2) Bylaw 2009 No. 7087

It was moved and seconded that Council receive the results of the "Local area service on council initiative – subject to petition against" process for BUSINESS IMPROVEMENT AREA (BIA 1) BYLAW 2009 NO. 7086 and BUSINESS IMPROVEMENT AREA (BIA 2) BYLAW 2009 NO. 7087 as included in this report. The motion carried unanimously.

It was moved and seconded that Staff place Business Improvement Area (BIA 1) Bylaw 2009 No. 7086 and Business Improvement Area (BIA 2) Bylaw 2009 No. 7087 on the agenda for consideration at the Regular Council Meeting of 2009-MAR-23. The motion carried unanimously.

(c) Verbal Report from Mr. I. Howat, Director of Legislative Services, regarding Legislative Services Operations

The verbal report from Mr. Howat, was removed from the agenda.

Ms. Linda Murray, Manager, Regulation and Risk Management, provided a verbal report regarding the current Parking Study and Milton Street parking Issues.

7. INFORMATION ONLY ITEMS:

(a) Report from Mr. B.E. Clemens. Director of Finance, re: Assessment Roll Adjustments.

8. ADJOURNMENT:

It was moved and seconded at 6:08 p.m. that the meeting terminate. The motion carried unanimously.

CHAIR

CERTIFIED CORRECT:

DIRECTOR,
LEGISLATIVE SERVICES



REQUEST TO APPEAR AS A DELEGATION

ON 2009 - May - 4
year month day



COUNCIL

(at 7:00 p.m. in the Shaw Auditorium, 80 Commercial Street)



FINANCE / POLICY COMMITTEE OF THE WHOLE

(at 4:30 p.m. in the City Hall Board Room, 455 Wallace Street)

NAME OF PERSON MAKING PRESENTATION: <u>FRED TAYLOR</u>			
<small>Print</small>			
ADDRESS: <u>204 EMERY WAY</u>	<u>NANAIMO</u>	<u>B.C.</u>	<u>V9R - 5Z8</u>
<small>street address</small>	<small>City</small>	<small>Province</small>	<small>Postal Code</small>
PHONE: _____	FAX: _____		
<small>home</small>	<small>business</small>		
NAME OF APPLICANT IF OTHER THAN ABOVE: _____			
DETAILS OF PRESENTATION:			
request the opportunity to address the Committee			
in regards to "Zoning Bylaw Amendment Bylaw 4000.447"			
item 10 (b) of the agenda			

PLEASE NOTE

- **Electronic presentations** must be provided on a CD or by e-mail no later than 9:00 a.m. the day of the Meeting.
- Please submit a written copy of your presentation to the Recording Secretary either at, or prior to, the Meeting.
- **Multiple speakers** on a single issue or topic shall be given 5 minutes each to make their presentations as per Section 18 of the Council Procedure Bylaw.

Legislative Services Department
 455 Wallace Street, Nanaimo BC V9R 5J6

- ☐ Council
☒ Committee... FPCDW
☒ Open Meeting
☐ In-Camera Meeting

Meeting Date: 2009.MAY.04

9.1

Phone: (250) 755-4405
 Fax: (250) 755-4435
 legislativeservices.office@nanaimo.ca

REPORT TO: MAYOR AND COUNCIL

FROM: LARRY MCNABB, PARKS, RECREATION AND CULTURE COMMISSION

RE: LICENSE OF USE AGREEMENTS 2009

RECOMMENDATION:

That, in accordance with the document "Guidelines Establishing Value of Rent for Lease or License Agreements to Non-Profit Societies", Council approve the following License of Use Agreements for a five-year (5) period at an annual rent of \$1.00 given that the services provided in these three licenses meet well with the stated guidelines.

Licensee	License Period	Admin Fee	Rent
Nanaimo Hornets Rugby-Football Club	2009-MAR-01 to 2014-FEB-28	\$125.00	\$1.00/year
Nanaimo & District Equestrian Association (NDEA) and Vancouver Island Exhibition Association (VIEA)	2009-MAR-01 to 2014-FEB-28	\$125.00	\$1.00/year
Douglas Island Garden Society (DIGS)	2009-APR-01 to 2014-MAR-31	\$125.00	\$1.00/year

EXECUTIVE SUMMARY:

The "Guidelines Establishing the Value of Rent for Lease or License Agreements to Non-Profit Societies" as recommended by the Parks, Recreation and Culture Commission were adopted by Council at their meeting of 2007-JUL-09. The guidelines to assist with determining nominal rent for non-profit societies are as follows:

1. The primary service offered provides a demonstrable public benefit.
2. Participation or membership is available to a broad demographic in the community.
3. The Society provides the only opportunity, or one of only a few opportunities, for the service, activity or benefit in the community.
4. The Society does not compete directly with the business community in the service it provides or the Society's services compete with the business community, but are offered in very different ways, or are accessible to persons who do not normally have access to the services or facilities in the private sector.
5. Taxpayers will expect the City to provide the service if the entity declines to.
6. There is a unique distinguishing feature.

The above guidelines were used in reviewing the Agreements for the Nanaimo Hornets Rugby-Football Club, the Nanaimo & District Equestrian Association and Vancouver Island Exhibition Association, and the Douglas Island Garden Society. The conclusion was that the service provided by these organizations meets the guidelines and an annual rent of \$1.00 for each Agreement was appropriate.

☐ Council
☒ Committee... FPCOW
☒ Open Meeting
☐ In-Camera Meeting
Meeting Date: 2009.MAY.04

At their meeting of 2009-APR-22, the Parks, Recreation and Culture Commission passed a motion supporting the recommendation. Staff concur with this recommendation.

BACKGROUND:

Currently the City of Nanaimo has Agreements with the Nanaimo Hornets Rugby-Football Club, and the Nanaimo & District Equestrian Association (NDEA) and Vancouver Island Exhibition Association (VIEA) – both of which have expired. These agreements have annual rental fees of \$25.00 and \$1.00 respectively, over a five-year (5) term.

The Douglas Island Garden Society "License of Use" agreement is new, recognizing the community garden on Protection Island.

In each of these agreements:

- The City grants to the Licensee a right by way of license to use the land and for the purpose of the enjoyment and recreation of members of the public and for no other purpose.
- The Licensee covenants with the City to pay all taxes, rates, duties and assessments. In addition the Licensee pays as they become due, all water, sewer, garbage, gas, oil, telephone and electric light and power used on the License area.
- The Licensee will, at all times during the term of this Agreement, at its own cost and expense, repair, maintain and keep the License area in good order and repair.

The Licensee will take out and maintain during the term of this agreement, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the premises by the Licensees in the amount of not less than five million dollars (\$5,000,000). In the case of the License of Use Agreement with DIGS, the City's general public liability insurance will apply.

In assessing the rent applicable to these licenses, it was determined that all three licenses provided services that met the guidelines for nominal rent for non-profit societies. The Parks, Recreation and Culture Commission are therefore recommending five-year, license of use agreements at an annual rental fee of \$1.00 for each agreement.

Respectfully submitted,



Larry McNabb, Chair
Parks, Recreation and Culture Commission

LICENSE OF USE

THIS AGREEMENT made the day of 2009.

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, British Columbia
V9R 5J6

(the "**Municipality**")

OF THE FIRST PART

AND:

NANAIMO HORNETS RUGBY-FOOTBALL CLUB
P.O. Box 631
Nanaimo, British Columbia
V9R 5L9

(the "**Licensee**")

OF THE SECOND PART

W H E R E A S :

- A. The Municipality is the owner of land described in Schedule "A" to this Agreement (the "**Land**");
- B. The Licensee wishes to be granted this license of use to use the Land, as per the Schedule A Illustration, and the Municipality has agreed.

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

1.0 RIGHT TO OCCUPY

- 1.1 The Municipality, subject to the performance and observance by the Licensee of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as provided in this Agreement, grants to the Licensee a right by way of license for the Licensee, its agents, employees, and invitees to use the Land and for the purpose of the enjoyment and recreation of members of the public and for no other purpose.

2.0 RESERVATION OF RIGHTS

- 2.1 The Municipality hereby reserves to itself from the grant and the covenants made by it to the Licensee under clause 1 above the right for the Municipality, its agents, employees, contractors and subcontractors to have full and complete access to the Land to carry out any operations associated with the Municipality's use of the Land.

3.0 LICENSE FEE

- 3.1 In consideration of the right to use, the Licensee shall pay to the Municipality the sum of One Dollar (\$1.00) in each year of the Term.
- 3.2 The Licensee shall pay to the municipality the sum of One Hundred Twenty Five Dollars (\$125.00) upon the execution of this agreement.

4.0 TERM

- 4.1 The Term of the License granted under this Agreement shall be from the 1st day of March, 2009, to the 28th day of February, 2014, unless earlier terminated under this Agreement.

5.0 TAXES

- 5.1 The Licensee shall pay all taxes, rates, duties and assessments whatsoever, whether federal, provincial, municipal or otherwise charged upon the Licensee or the Municipality as a result of the Licensee's occupation of or use of the Land. Without in any way restricting the generality of the foregoing, the Licensee shall pay to the Municipality, G.S.T. of 5% on the Licence fee.

6.0 CONSTRUCTION

- 6.1 The Licensee shall not construct or place any buildings or structures or make any improvements on the Land, unless prior to any construction, it has:
- (a) obtained the Municipality's approval in writing to the site plans, working drawings, plans, specifications, and elevations;
 - (b) obtained a building permit from the local government authority having jurisdiction authorizing the construction of the buildings and structures set out in the permits and the plans and specifications attached to it;
 - (c) obtained all required inspections, and the work shall be carried out at the cost of the Licensee; and,
 - (d) delivered final as built drawings to the Municipality.

6.2 The Licensee shall not occupy the buildings without first obtaining an occupancy certificate.

6.3 The Licensee shall, at its cost, maintain any buildings, structures or improvements constructed or placed on the Land during the Term.

7.0 INSURANCE

7.1 (a) The Licensee 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 premises by the Licensee in the amount of not less than five million dollars per single occurrence or such greater amount as the Municipality may from time to time designate, naming the Municipality as an insured party thereto and shall provide the Municipality with a certified copy of such policy or policies.

(b) All policies of insurance shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the Municipality thirty days prior written notice.

(c) If the Licensee does not provide or maintain or enforce the Insurance required by this Agreement, the Municipality may take out the necessary insurance and pay the premium for periods of one year at a time and the Licensee shall pay to the Municipality as additional License fees the amount of the premium immediately on demand.

(d) If both the Municipality and the Licensee claims to be indemnified under any insurance required by this Agreement, the indemnity shall be applied first to the settlement of the claim of the Municipality and the balance, if any, to the settlement of the claim of the Licensee.

(e) The deductible on the policy of the Insurance shall be not more than five thousand dollars.

8.0 INDEMNIFICATION

8.1 The Licensee releases and will indemnify and save harmless the Municipality, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liability which the Licensee or any of them or anyone else may incur, suffer or allege by reason of the use of the Land by the Licensee or by any member of the public using any building, structure or improvement built or placed by the Licensee on the Land or the carrying on upon the Land of any activity in relation to the Licensee's use of the Land.

9.0 BUILDERS LIENS

- 9.1 The Licensee will indemnify the Municipality from and against any liens for wages or materials, for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Licensee may make or cause to be made on, in or to the Land.

10.0 NOTICES

- 10.1 It is hereby mutually agreed:

Any notice required to be given under this Agreement shall be deemed to be sufficiently given:

- (a) to be delivered at the time of delivery and
- (b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:
 - (i) if to the Municipality:

CITY OF NANAIMO

Attention: Director of Parks, Recreation and Culture
500 Bowen Road
Nanaimo, British Columbia
V9R 1Z7

- (ii) if to the Licensee:

NANAIMO HORNETS RUGBY-FOOTBALL CLUB

Attention: Mr. Roy Davies, President
P.O. Box 631
Nanaimo, British Columbia
V9R 5L9

or at the address a party may from time to time designate, 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.

11.0 TERMINATION

- 11.1 If the Licensee is in default on the payment of License fees, or the payment of any other sum payable under this Agreement, or is in breach of this Agreement, and if the default continues after the giving of notice by the Municipality to the Licensee, then the Municipality may terminate this Agreement and reenter the Land and the rights of the Licensee with respect to the Land shall lapse and be absolutely forfeited.

12.0 FORFEITURE

- 12.1 The Municipality, by waiving or neglecting to enforce the right to forfeiture of this Agreement or the right of reentry upon breach of this Agreement, does not waive the Municipality's rights upon any subsequent breach of the same or any other provision of this Agreement.

13.0 FIXTURES

- 13.1 Unless the Licensee upon notice from the Municipality removes them, all buildings, structures or improvements constructed on the Land by the Licensee shall at the termination of the Agreement, become the sole property of the Municipality at no cost to the Municipality.

14.0 REPAIRS BY THE MUNICIPALITY

- 14.1 (a) If the Licensee fails to repair or maintain the Land or any building, structure or improvements on the Land in accordance with this Agreement, the Municipality may, by its agents, employees or contractors enter the Land and make the required repairs or do the required maintenance and the cost of the repairs or maintenance shall be a debt due from the Licensee to the Municipality.
- (b) In making the repairs or doing the maintenance the Municipality may bring and leave upon the Land the necessary materials, tools and equipment and the Municipality shall not be liable to the Licensee for any inconvenience, annoyance, loss of business or other injuries suffered by the Licensee by reason of the Municipality effecting the repairs or maintenance.
- (c) The Licensee releases the Municipality, its elected and appointed officers, employees and agents from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Licensee may have against any or all of them in respect of this Agreement or its performance or its breach except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the negligence of the Municipality, its elected and appointed officers, employees and agents.

15.0 TREE CUTTINGS, EXCAVATIONS AND HAZARDOUS SUBSTANCES

- 15.1 (a) The Licensee will not carry on or do or allow to be carried on or done on the land any cutting, clearing or removal of trees, bushes or other vegetation or growth or any excavation or disturbance of the surface of the Land and shall not bring on or deposit any soil or fill on the Land except with the written consent of the Municipality.
- (b) The Licensee will not bring on, deposit, store, spray or apply nor cause or permit to be brought on, deposited, stored, sprayed or applied on the Land or to any trees, bush or vegetation on the Land any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the Land or any water on the Land.

16.0 CLEAN UP

- 16.1 At the end of the term, the Licensee shall clean up the Land and restore the surface of the Land as reasonably as may be possible to the condition of the Land prior to the commencement of the term of this Agreement.

17.0 REGULATIONS

- 17.1 The Licensee will:
- (a) comply promptly at its own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Municipality or the Licensee; and,
- (b) indemnify the Municipality from all lawsuits, damages, loss, costs or expenses that the Municipality may incur by reason of non-compliance by the Licensee with legal requirements or by reason of any defect in the Land or any injury to any person or to any personal property contained on the Land. The Licensee shall be responsible for any damage to the Land occurring while the Licensee is exercising its rights under this Agreement.

18.0 NO COMPENSATION

- 18.1 The Licensee shall not be entitled to compensation for any loss or injurious affection or disturbance resulting in any way from the termination of the License or the loss of the Licensee's interest in any building, structure or improvement built or placed on the Land.

19.0 MISCELLANEOUS

- 19.1 (a) The Licensee warrants and represents that the execution of this Agreement by the Licensee on behalf of a group or organization is a warranty and representation to the Municipality that the Licensee has sufficient power, authority, and capacity to bind the group or organization with his or her signature.
- (b) In consideration of being granted the use of the Land, the Licensee agrees to be bound by the terms and conditions of this Agreement and, if the Licensee represents a group or organization, the Licensee agrees to inform all responsible persons associated with the group or organization of the terms and conditions of this Agreement.
- (c) The Licensee covenants and agrees to use the Land in accordance with the terms of use attached to this Agreement as Schedule "B".
- (d) This Agreement shall not be interpreted as granting any interest in the Land to the Licensee.
- (e) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

20.0 INTERPRETATION

- 20.1 (a) That when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic 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 enure 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.

- (f) A provision in this Agreement granting the Municipality a right of approval shall be interpreted as granting a free and unrestricted right to be exercised by the Municipality in its discretion.

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

by its authorized signatories)
)
)
_____)
Mayor)
)
_____)
Director of Legislative Services)
)

by its authorized signatories)
)
_____)
(Nanaimo Hornets Rugby-Football Club))
)
_____)
(Nanaimo Hornets Rugby-Football Club))
)

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
_____)
Witness (please print name))
_____)
Address)
_____)
_____)
Occupation)

Witness signature

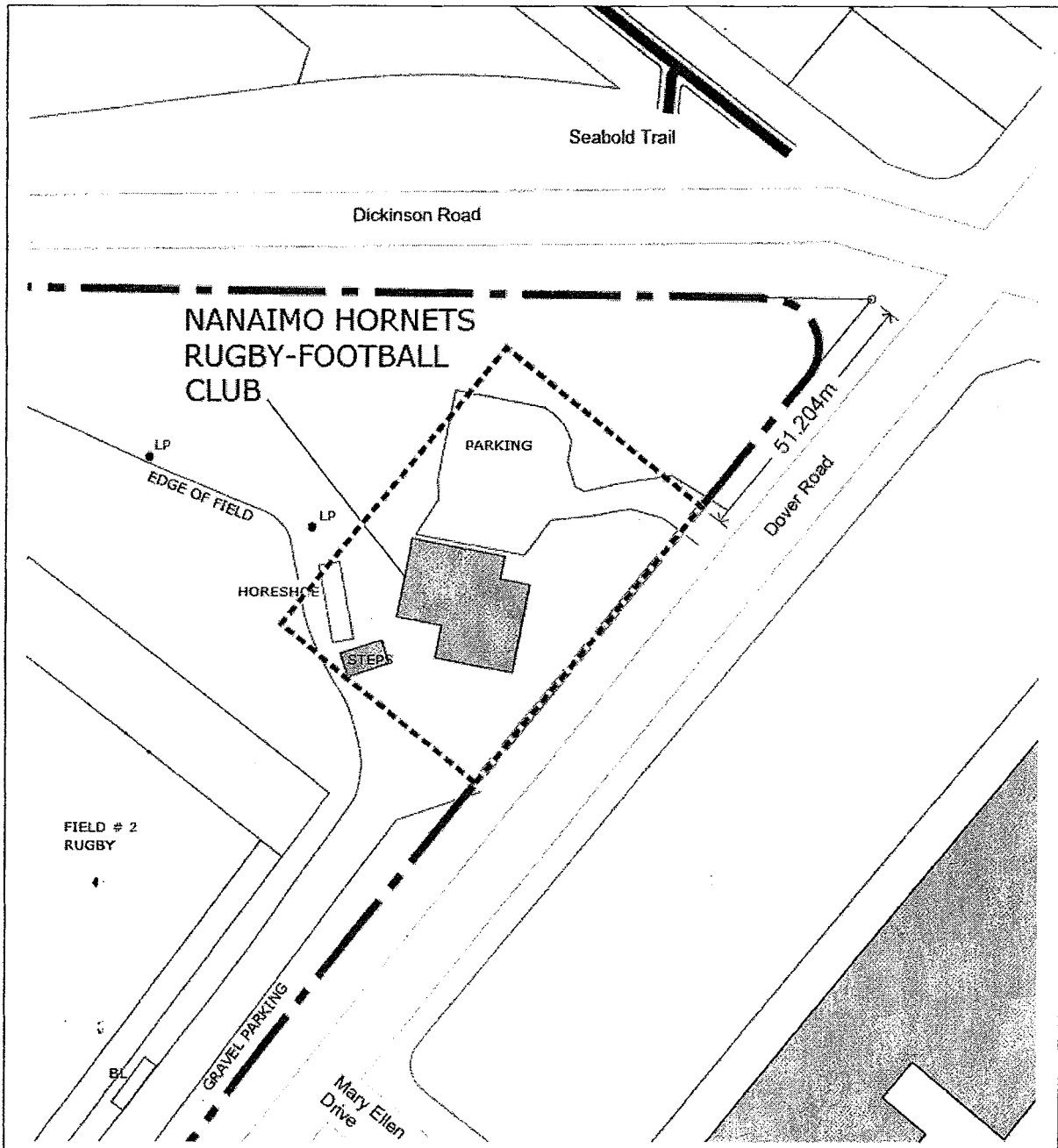
SCHEDULE "A"

The Municipality is the owner of land described as:

Lot 7, District Lot 53, Plan 1792, Except Part in Plan VIP66439
Civic Address: 6700 Dover Road, Nanaimo, British Columbia
Folio No: 08318.001

(Schedule A Illustration follows.)

SCHEDULE A ILLUSTRATION



Date: April, 2009

Drawn: JET

Checked: RH



Schedule 'A'

May Richards Bennett Park (also known as Pioneer Park): 6700 Dover Road, City of Nanaimo
 LOT 7, DISTRICT LOT 53, PLAN 1792 EXCEPT PART
 IN PLAN VIP66439, PIONEER PARK

----- Nanaimo Hornets Rugby Football Club
 License Use of Area

This drawing is for not a legal survey, refer to City of Nanaimo, Engineering & Planning Department for more information.

SCHEDULE "B"

Terms of Use

[Other restrictions and conditions as appropriate, such as:]

1. The Licensee shall ensure that the Licence Area is clean and litter free after every use of the Licence Area.
2. The Licensee shall cooperate with the Municipality and other users of the Land to permit other persons and organizations to have access to the Land at reasonable times.
3. The Licensee shall use the premises for the purpose of conducting the sport of rugby-football and related events, socials and promotions thereto, and for no other purposes unless otherwise approved by the Municipality.

LICENSE OF USE

THIS AGREEMENT made the day of 2009.

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, British Columbia
V9R 5J6

(the "**Municipality**")

OF THE FIRST PART

AND:

NANAIMO & DISTRICT EQUESTRIAN ASSOCIATION (NDEA)
Lois Shaw, President
3508 Vera Way
Nanaimo, British Columbia
V9R 6X4

AND:

VANCOUVER ISLAND EXHIBITION ASSOCIATION (VIEX)
Box 373
Nanaimo, British Columbia
V9R 5L3

(the "**Licensees**")

OF THE SECOND PART

W H E R E A S :

- A. The Municipality is the owner of land described in Schedule "A" to this Agreement (the "**Land**");
- B. The Licensees wish to be granted this license of use to use the Land, as per the Schedule A Illustration, and the Municipality has agreed.

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

1.0 RIGHT TO OCCUPY

- 1.1 The Municipality, subject to the performance and observance by the Licensees of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as provided in this Agreement, grants to the Licensees a right by way of license for the Licensees, its agents, employees, and invitees to use the Land and for the purpose of the enjoyment and recreation of members of the public and for no other purpose.

2.0 RESERVATION OF RIGHTS

- 2.1 The Municipality hereby reserves to itself from the grant and the covenants made by it to the Licensees under clause 1 above the right for the Municipality, its agents, employees, contractors and subcontractors to have full and complete access to the Land to carry out any operations associated with the Municipality's use of the Land.

3.0 LICENSE FEE

- 3.1 In consideration of the right to use, the Licensees shall pay to the Municipality the sum of One Dollar (\$1.00) in each year of the Term.
- 3.2 The Licensees shall pay to the municipality the sum of One Hundred Twenty Five Dollars (\$125.00) upon the execution of this agreement.

4.0 TERM

- 4.1 The Term of the License granted under this Agreement shall be from the 1st day of March, 2009, to the 28th day of February, 2014, unless earlier terminated under this Agreement.

5.0 TAXES

- 5.1 The Licensees shall pay all taxes, rates, duties and assessments whatsoever, whether federal, provincial, municipal or otherwise charged upon the Licensees or the Municipality as a result of the Licensee's occupation of or use of the Land. Without in any way restricting the generality of the foregoing, the Licensees shall pay to the Municipality, G.S.T. of 5% on the License fee.

6.0 CONSTRUCTION

- 6.1 The Licensees shall not construct or place any buildings or structures or make any improvements on the Land, unless prior to any construction, they have:
- (a) obtained the Municipality's approval in writing to the site plans, working drawings, plans, specifications, and elevations;

- (b) obtained a building permit from the local government authority having jurisdiction authorizing the construction of the buildings and structures set out in the permits and the plans and specifications attached to it;
- (c) obtained all required inspections, and the work shall be carried out at the cost of the Licensees; and,
- (d) delivered final as built drawings to the Municipality.

6.2 The Licensees shall not occupy the buildings without first obtaining an occupancy certificate.

6.3 The Licensees shall, at their cost, maintain any buildings, structures or improvements constructed or placed on the Land during the Term.

7.0 INSURANCE

7.1 (a) The Licensees 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 premises by the Licensees in the amount of not less than five million dollars per single occurrence or such greater amount as the Municipality may from time to time designate, naming the Municipality as an insured party thereto and shall provide the Municipality with a certified copy of such policy or policies.

(b) All policies of insurance shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the Municipality thirty days prior written notice.

(c) If the Licensees do not provide or maintain or enforce the Insurance required by this Agreement, the Municipality may take out the necessary insurance and pay the premium for periods of one year at a time and the Licensees shall pay to the Municipality as additional License fees the amount of the premium immediately on demand.

(d) If both the Municipality and the Licensees claim to be indemnified under any insurance required by this Agreement, the indemnity shall be applied first to the settlement of the claim of the Municipality and the balance, if any, to the settlement of the claim of the Licensees.

(e) The deductible on the policy of the Insurance shall be not more than five thousand dollars.

8.0 INDEMNIFICATION

8.1 The Licensees release and will indemnify and save harmless the Municipality, its elected and appointed officers, employees and agents from and against all

lawsuits, damages, costs, expenses, fees or liability which the Licensees or any of them or anyone else may incur, suffer or allege by reason of the use of the Land by the Licensees or by any member of the public using any building, structure or improvement built or placed by the Licensees on the Land or the carrying on upon the Land of any activity in relation to the Licensees' use of the Land.

9.0 BUILDERS LIENS

- 9.1 The Licensees will indemnify the Municipality from and against any liens for wages or materials, for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Licensees may make or cause to be made on, in or to the Land.

10.0 NOTICES

- 10.1 It is hereby mutually agreed:

Any notice required to be given under this Agreement shall be deemed to be sufficiently given:

- (a) to be delivered at the time of delivery, and,
- (b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:
 - (i) if to the Municipality:

CITY OF NANAIMO

Attention: Director of Parks, Recreation and Culture
500 Bowen Road
Nanaimo, British Columbia
V9R 1Z7

- (ii) if to the Licensees:

Nanaimo & District Equestrian Association

Attention: Ms. Lois Shaw, President
3508 Vera Way
Nanaimo, British Columbia
V9R 6X4

And: **Vancouver Island Exhibition Association**

Attention: Mr. Stephen Kass, President
Box 373
Nanaimo, British Columbia
V9R 5L3

or at the address a party may from time to time designate, 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.

11.0 TERMINATION

- 11.1 If the Licensees are in default on the payment of License fees, or the payment of any other sum payable under this Agreement, or are in breach of this Agreement, and if the default continues after the giving of notice by the Municipality to the Licensees, then the Municipality may terminate this Agreement and reenter the Land and the rights of the Licensees with respect to the Land shall lapse and be absolutely forfeited.

12.0 FORFEITURE

- 12.1 The Municipality, by waiving or neglecting to enforce the right to forfeiture of this Agreement or the right of reentry upon breach of this Agreement, does not waive the Municipality's rights upon any subsequent breach of the same or any other provision of this Agreement.

13.0 FIXTURES

- 13.1 Unless the Licensees upon notice from the Municipality remove them, all buildings, structures or improvements constructed on the Land by the Licensees shall at the termination of the Agreement, become the sole property of the Municipality at no cost to the Municipality.

14.0 REPAIRS BY THE MUNICIPALITY

- 14.1 (a) If the Licensees fail to repair or maintain the Land or any building, structure or improvements on the Land in accordance with this Agreement, the Municipality may, by its agents, employees or contractors enter the Land and make the required repairs or do the required maintenance and the cost of the repairs or maintenance shall be a debt due from the Licensees to the Municipality;
- (b) In making the repairs or doing the maintenance the Municipality may bring and leave upon the Land the necessary materials, tools and equipment and the Municipality shall not be liable to the Licensees for any inconvenience, annoyance, loss of business or other injuries suffered by the Licensees by reason of the Municipality effecting the repairs or maintenance;

- (c) The Licensees release the Municipality, its elected and appointed officers, employees and agents from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Licensees may have against any or all of them in respect of this Agreement or its performance or its breach except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the negligence of the Municipality, its elected and appointed officers, employees and agents.

15.0 TREE CUTTINGS, EXCAVATIONS AND HAZARDOUS SUBSTANCES

- 15.1 (a) The Licensees will not carry on or do or allow to be carried on or done on the land any cutting, clearing or removal of trees, bushes or other vegetation or growth or any excavation or disturbance of the surface of the Land and shall not bring on or deposit any soil or fill on the Land except with the written consent of the Municipality.
- (b) The Licensees will not bring on, deposit, store, spray or apply nor cause or permit to be brought on, deposited, stored, sprayed or applied on the Land or to any trees, bush or vegetation on the Land any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the Land or any water on the Land.

16.0 CLEAN UP

- 16.1 At the end of the term, the Licensees shall clean up the Land and restore the surface of the Land as reasonably as may be possible to the condition of the Land prior to the commencement of the term of this Agreement.

17.0 REGULATIONS

- 17.1 The Licensees will:

- (a) comply promptly at their own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Municipality or the Licensees; and,
- (b) indemnify the Municipality from all lawsuits, damages, loss, costs or expenses that the Municipality may incur by reason of non-compliance by the Licensees with legal requirements or by reason of any defect in the Land or any injury to any person or to any personal property contained on the Land. The Licensees shall be responsible for any damage to the Land occurring while the Licensees are exercising its rights under this Agreement.

18.0 NO COMPENSATION

- 18.1 The Licensees shall not be entitled to compensation for any loss or injurious affection or disturbance resulting in any way from the termination of the License or the loss of the Licensees' interest in any building, structure or improvement built or placed on the Land.

19.0 MISCELLANEOUS

- 19.1 (a) The Licensees warrant and represent that the execution of this Agreement by the Licensees on behalf of a group or organization is a warranty and representation to the Municipality that the Licensees have sufficient power, authority, and capacity to bind the group or organization with his or her signature.
- (b) In consideration of being granted the use of the Land, the Licensees agree to be bound by the terms and conditions of this Agreement and, if the Licensees represent a group or organization, the Licensees agree to inform all responsible persons associated with the group or organization of the terms and conditions of this Agreement.
- (c) The Licensees covenant and agree to use the Land in accordance with the terms of use attached to this Agreement as Schedule "B".
- (d) This Agreement shall not be interpreted as granting any interest in the Land to the Licensees.
- (e) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

20.0 INTERPRETATION

- 20.1 (a) That when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic 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.
- (f) A provision in this Agreement granting the Municipality a right of approval shall be interpreted as granting a free and unrestricted right to be exercised by the Municipality in its discretion.

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

by its authorized signatories)

Mayor)

Director of Legislative Services)

by its authorized signatories)

(Nanaimo & District Equestrian Association))

(Nanaimo & District Equestrian Association))

by its authorized signatories)

(Vancouver Island Exhibition Association))

(Vancouver Island Exhibition Association))

SIGNED, SEALED AND DELIVERED
in the presence of:)

Witness (please print name))

Address)

Occupation)

Witness Signature

SCHEDULE "A"

The Municipality is the owner of land described as:

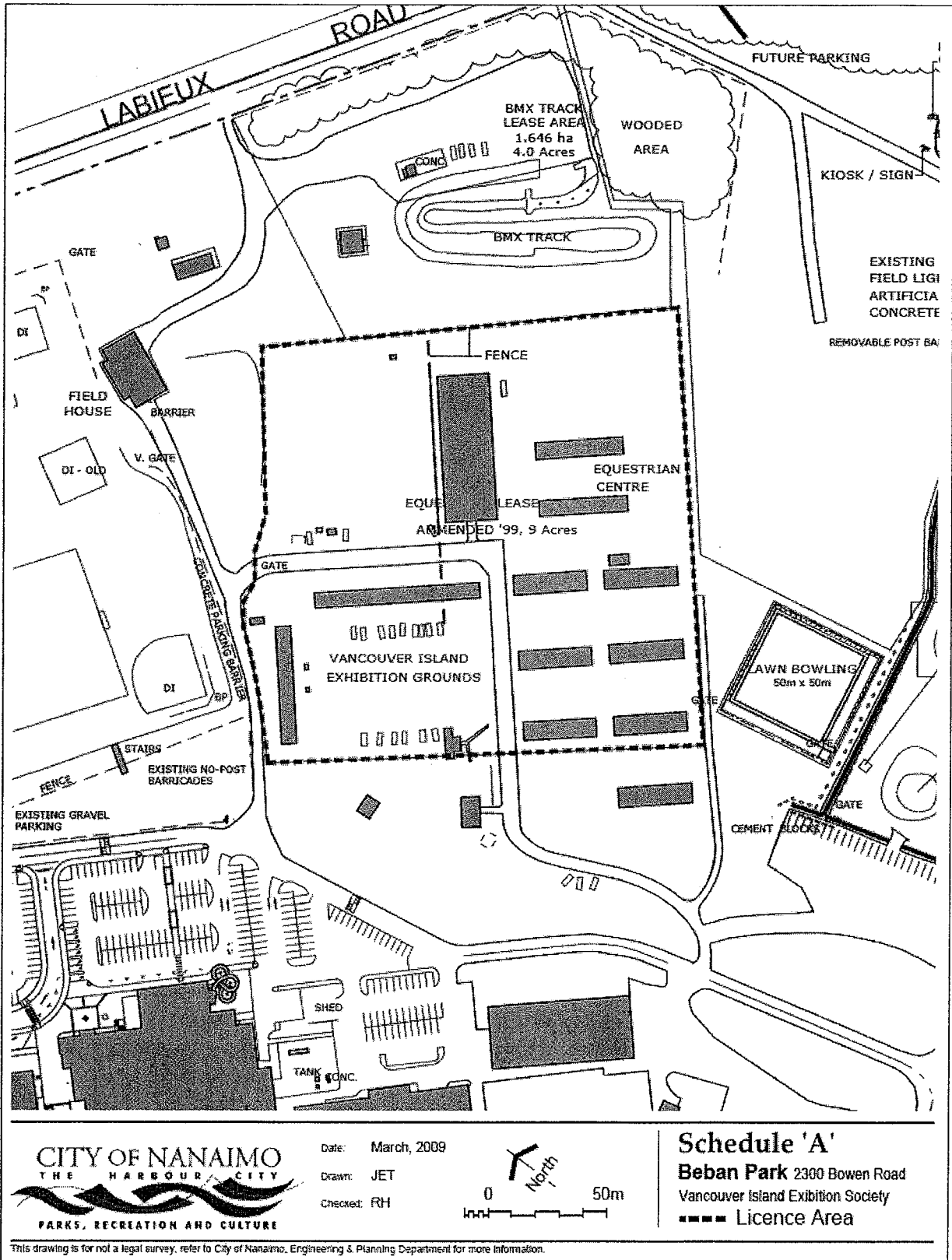
Lot 1, Sections 18, 19 and 20, Range 7 Mountain District, Plan 27441,
Except those parts in Plans 406622 and 44255

Civic Address: 2300 Bowen Road, Nanaimo, British Columbia

(the "Lands")

(Schedule A Illustration follows)

SCHEDULE A ILLUSTRATION



SCHEDULE "B"

Terms of Use

[Other restrictions and conditions as appropriate, such as:]

1. The Licensees shall ensure that the License Area is clean and litter free after every use of the License Area.
2. The Licensees shall cooperate with the Municipality and other users of the Land to permit other persons and organizations to have access to the Land at reasonable times.
3. The Licensees shall use the License Area for the purpose of equestrian activities, the annual Vancouver Island Exhibition and related activities and for no other purposes unless otherwise approved by the City.
4. The Licensees shall ensure, where any authorized user of the License Area is under the age of 19 years, that a responsible adult has authority and supervision over the user and shall remain with the user while in use of the License Area.
5. The Licensees will not serve nor permit the consumption of alcoholic beverages unless authorized by the City and Provincial regulatory authorities.
6. The parties acknowledge that equestrian activities require certain precautions and compatible activities in the vicinity, because of the nature of horses. The parties agree that the City will consult with the Licensees and make every reasonable effort to ensure that the activities and structures it may allow on the areas adjacent to the licensed area will be compatible with equestrian activities.

LICENSE OF USE

THIS AGREEMENT made the day of 2009.

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, British Columbia
V9R 5J6

(the "**Municipality**")

OF THE FIRST PART

AND:

DOUGLAS ISLAND GARDEN SOCIETY (DIGS)
173 Colvilleton Trail
Protection Island
Nanaimo, British Columbia
V9R 6R1

(the "**Licensee**")

OF THE SECOND PART

WHEREAS:

- A. The Municipality is the owner of land described in Schedule "A" to this Agreement (the "**Land**");
- B. The Licensee wishes to be granted this License of Use to use the Land, as per the Schedule A Illustration, and the Municipality has agreed.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants and Agreements contained in this Agreement, the Municipality and the Licensee covenant and agree with each other as follows:

1.0 RIGHT TO OCCUPY

- 1.1 The Municipality, subject to the performance and observance by the Licensee of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as provided in this Agreement, grants to the Licensee a right by way of license for the Licensee, its agents,

employees, and invitees to use the Land and for the purpose of the enjoyment and recreation of members of the public and for no other purpose.

2.0 RESERVATION OF RIGHTS

- 2.1 The Municipality hereby reserves to itself from the grant and the covenants made by it to the Licensee under clause 1 above the right for the Municipality, its agents, employees, contractors and subcontractors to have full and complete access to the Land to carry out any operations associated with the Municipality's use of the Land.

3.0 TERM

- 3.1 The Term of the License granted under this Agreement shall be from the 1st day of April, 2009, to the 31st day of March, 2014, unless earlier terminated under this Agreement.

4.0 CONSTRUCTION

- 4.1 The Licensee shall not construct or place any buildings or structures or make any improvements on the Land, unless prior to any construction, it has:

- (a) obtained the Municipality's approval in writing to the site plans, working drawings, plans, specifications, and elevations;
- (b) obtained a building permit from the local government authority having jurisdiction authorizing the construction of the buildings and structures set out in the permits and the plans and specifications attached to it;
- (c) obtained all required inspections, and the work shall be carried out at the cost of the Licensee; and,
- (d) delivered final as built drawings to the Municipality.

- 4.2 The Licensee shall not occupy the buildings without first obtaining an occupancy certificate.

- 4.3 The Licensee shall, at its cost, maintain any buildings, structures or improvements constructed or placed on the Land during the Term.

5.0 INDEMNIFICATION

- 5.1 The Licensee releases and will indemnify and save harmless the Municipality, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liability which the Licensee or any of them or anyone else may incur, suffer or allege by reason of the use of the Land by the Licensee or by any member of the public using any building, structure or improvement built or placed by the Licensee on the Land or the

carrying on upon the Land of any activity in relation to the Licensee's use of the Land.

6.0 BUILDERS LIENS

- 6.1 The Licensee will indemnify the Municipality from and against any liens for wages or materials, for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Licensee may make or cause to be made on, in or to the Land.

7.0 NOTICES

- 7.1 It is hereby mutually agreed:

Any notice required to be given under this Agreement shall be deemed to be sufficiently given:

- (a) to be delivered at the time of delivery and
- (b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (i) if to the Municipality:

CITY OF NANAIMO

Attention: Director of Parks, Recreation and Culture
500 Bowen Road
Nanaimo, British Columbia
V9R 1Z7

- (ii) if to the Licensee:

DOUGLAS ISLAND GARDEN SOCIETY (DIGS)

Attention: Mr. Jim Harris
173 Colvilleton Trail
Protection Island
Nanaimo, British Columbia
V9R 6R1

or at the address a party may from time to time designate, 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.

8.0 TERMINATION

- 8.1 If the Licensee is in breach of this Agreement, and if the default continues after the giving of notice by the Municipality to the Licensee, then the Municipality may terminate this Agreement and reenter the Land and the rights of the Licensee with respect to the Land shall lapse and be absolutely forfeited.

9.0 FORFEITURE

- 9.1 The Municipality, by waiving or neglecting to enforce the right to forfeiture of this Agreement or the right of reentry upon breach of this Agreement, does not waive the Municipality's rights upon any subsequent breach of the same or any other provision of this Agreement.

10.0 FIXTURES

- 10.1 Unless the Licensee upon notice from the Municipality removes them, all buildings, structures or improvements constructed on the Land by the Licensee shall at the termination of the Agreement, become the sole property of the Municipality at no cost to the Municipality.

11.0 REPAIRS BY THE MUNICIPALITY

- 11.1 (a) If the Licensee fails to repair or maintain the Land or any building, structure or improvements on the Land in accordance with this Agreement, the Municipality may, by its agents, employees or contractors enter the Land and make the required repairs or do the required maintenance and the cost of the repairs or maintenance shall be a debt due from the Licensee to the Municipality.
- (b) In making the repairs or doing the maintenance the Municipality may bring and leave upon the Land the necessary materials, tools and equipment and the Municipality shall not be liable to the Licensee for any inconvenience, annoyance, loss of business or other injuries suffered by the Licensee by reason of the Municipality effecting the repairs or maintenance.
- (c) The Licensee releases the Municipality, its elected and appointed officers, employees and agents from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Licensee may have against any or all of them in respect of this Agreement or its performance or its breach except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the negligence of the Municipality, its elected and appointed officers, employees and agents.

12.0 TREE CUTTINGS, EXCAVATIONS AND HAZARDOUS SUBSTANCES

- 12.1 (a) The Licensee will not carry on or do or allow to be carried on or done on the land any cutting, clearing or removal of trees, bushes or other vegetation or growth or any excavation or disturbance of the surface of the Land and shall not bring on or deposit any soil or fill on the Land except with the written consent of the Municipality.
- (b) The Licensee will not bring on, deposit, store, spray or apply nor cause or permit to be brought on, deposited, stored, sprayed or applied on the Land or to any trees, bush or vegetation on the Land any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the Land or any water on the Land.

13.0 CLEAN UP

- 13.1 At the end of the term, the Licensee shall clean up the Land and restore the surface of the Land as reasonably as may be possible to the condition of the Land prior to the commencement of the term of this Agreement.

14.0 REGULATIONS

- 14.1 The Licensee will:

- (a) comply promptly at its own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Municipality or the Licensee; and,
- (b) indemnify the Municipality from all lawsuits, damages, loss, costs or expenses that the Municipality may incur by reason of non-compliance by the Licensee with legal requirements or by reason of any defect in the Land or any injury to any person or to any personal property contained on the Land. The Licensee shall be responsible for any damage to the Land occurring while the Licensee is exercising its rights under this Agreement.

15.0 NO COMPENSATION

- 15.1 The Licensee shall not be entitled to compensation for any loss or injurious affection or disturbance resulting in any way from the termination of the License or the loss of the Licensee's interest in any building, structure or improvement built or placed on the Land.

16.0 MISCELLANEOUS

- 16.1 (a) The Licensee warrants and represents that the execution of this Agreement by the Licensee on behalf of a group or organization is a warranty and representation to the Municipality that the Licensee has sufficient power, authority, and capacity to bind the group or organization with his or her signature.
- (b) In consideration of being granted the use of the Land, the Licensee agrees to be bound by the terms and conditions of this Agreement and, if the Licensee represents a group or organization, the Licensee agrees to inform all responsible persons associated with the group or organization of the terms and conditions of this Agreement.
- (c) The Licensee covenants and agrees to use the Land in accordance with the terms of use attached to this Agreement as Schedule "B".
- (d) This Agreement shall not be interpreted as granting any interest in the Land to the Licensee.
- (e) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

17.0 INTERPRETATION

- 17.1 (a) That when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic 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 enure 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.

- (f) A provision in this Agreement granting the Municipality a right of approval shall be interpreted as granting a free and unrestricted right to be exercised by the Municipality in its discretion.

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

by its authorized signatories

Mayor

Director of Legislative Services

by its authorized signatories

(Douglas Island Garden Society)

(Douglas Island Garden Society)

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness (please print name)

Address

Occupation

Witness signature

SCHEDULE "A"

The Municipality is the owner of land described as:

124, 128 Captain Morgans Boulevard

Municipal Short Legal/Long Legal:

LTS 192, 193, DOUGLAS ISLAND (ALSO KNOWN AS PROTECTION ISLAND) PLAN 14111, LD

LOTS 192, 193, DOUGLAS ISLAND (ALSO KNOWN AS PROTECTION ISLAND), NANAIMO DISTRICT, PLAN 14111

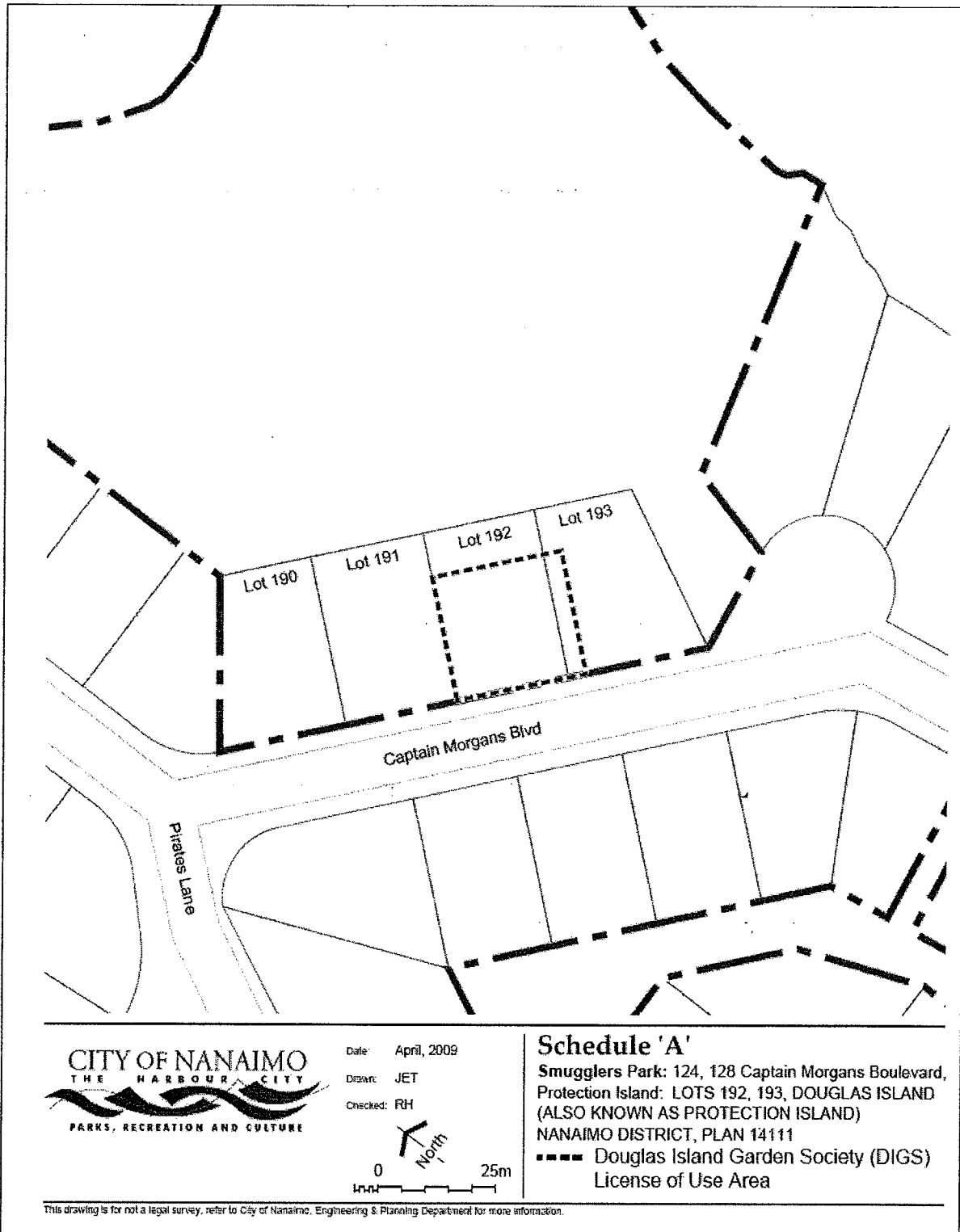
BCA Short Legal/Long Legal:

LTS 192, 193, DOUGLAS ISLAND (ALSO KNOWN AS PROTECTION ISLAND) PLN 14111, LD

LOTS 192, 193, DOUGLAS ISLAND (ALSO KNOWN AS PROTECTION ISLAND), NANAIMO DISTRICT, PLAN 14111

(Schedule A Illustration follows.)

SCHEDULE A ILLUSTRATION



SCHEDULE "B"

Terms of Use

[Other restrictions and conditions as appropriate, such as:]

1. The Licensee shall ensure that the Licence Area is clean and litter free after every use of the Licence Area.
2. The Licensee shall cooperate with the Municipality and other users of the Land to permit other persons and organizations to have access to the Land at reasonable times.
3. The Licensee shall use the License area for the purposes of a community garden consistent with the City's Community Garden Policy.

REPORT TO COUNCIL

FROM: COUNCILLOR DIANA JOHNSTONE, CHAIRPERSON,
GRANTS ADVISORY COMMITTEE

RE: 2009 GRANTS ADVISORY COMMITTEE RECOMMENDATIONS

RECOMMENDATIONS:

1. That Council award an Other Grant for 'in-kind' funding for rental subsidy to the following applicant:
 - Nanaimo Dry Grad Society (Application No. OG-01) \$2,500.00
2. That Council award Security Check Grants to the following applicants:
 - McSeeds Society (SC-01) \$145.00
 - Nanaimo Child Development Centre (SC-02) \$300.00
3. That Council award Permissive Tax Exemptions as follows:
 - That the Nanaimo Branch of the Red Cross Society (PTE-01) be placed on the 2009 Permissive Tax Exemption Bylaw for property it leases at 2-3, 2525 McCullough Road (05990.102) and that the Society receive a cash-in-lieu equivalent for its 2009 taxes, estimated at \$6,922.00.
 - That Theatre One (PTE-03) be placed on the 2009 Permissive Tax Exemption Bylaw for property it leases from The City of Nanaimo at 4-150 Commercial Street (85616.004).
4. That Council deny a Permissive Tax Exemption to Nanaimo & District Hospital Foundation (PTE-02) due to lack of demonstrated financial need.
5. That Council deny a cash grant to the Nanaimo Dry Grad Society (OG-01) as it will be providing 'in kind' funding for facility rental at Beban Park.

EXECUTIVE SUMMARY:

The Grants Advisory Committee met on 2009-Apr-07. Included in this report are the Committee's recommendations.

BACKGROUND:

The Grants Advisory Committee has reviewed in detail the financial data and background information provided by the applicants. Recommendations are made in accordance with the Grants Policy and Guidelines adopted by Council.

The Committee recognizes both the limited funding that the City has available and the excellent community services provided by the various organizations. We are hopeful that the funds allocated by Council will allow the organizations in need of assistance to continue to provide their valuable services.

Grant funding is divided into the following categories: security grants, other grants and permissive tax exemptions.

Other grants are awarded to registered non-profit societies that demonstrate financial need and have a large number of volunteers. These organizations must be accessible to a large portion of the community and have a broad base of support. Sound financial and administrative management must also be demonstrated.

Council is permitted to (but not required to) exempt certain organizations from property taxation. Sections 224, 225, 226 of the *Community Charter* identify situations in which Council may exercise discretion in granting full or partial exemptions from taxation. These exemptions must be adopted by bylaw, by the 31st of October of the year preceding exemptions.

Respectfully submitted



Councillor Diana Johnstone
Chair, Grants Advisory Committee

G:\ADMINISTRATION\Committees\Grants Advisory Committee\2009 Grants\April 7, 2009\Draft Council Report.doc
File#: 0570-40 and 1850-01

REPORT TO: COUNCIL

FROM: CHAIR, SOCIAL PLANNING ADVISORY COMMITTEE

RE: 2009 COMMUNITY SERVICE GRANTS

COMMITTEE'S RECOMMENDATION:

That Council approve the allocation of the first round of Community Service Grants as noted below:

Applicant	Purpose	Amount Requested	Amount Recommended
AIDS Vancouver Island	To broaden their provision of emergency food vouchers	8,000	0
Central V.I. Multicultural Society	Healthfest 2009	3,000	1,000
Columbian Centre Society	Meeting increased operating expenses	5,500	0
Departure Bay Neighbourhood Association	Kin Hut rentals & printing & distribution of newsletter	450	0
Food Link Nanaimo Society	To provide community education about local food sources	6,000	0
Haven Society	To put funds toward construction of new Community Services Building	10,000	0
Island Deaf and Hard of Hearing Centre	Hearing Loss Resource Program	10,000	0
Mid Island Fibromyalgia Support Group	Start-up funds	1,000	0
Morrell Sanctuary Society	Develop other environmental education programs & modify existing programs	2,500	0
Nanaimo Child Development Centre	Support set-up of two portables to expand their service delivery	500	0
Nanaimo Citizen Advocacy Association	Operating costs to augment their existing programs	10,000	0
Nanaimo Community Gardens Society	Get Growing Gardens Program & Gleaning Program	6,000 4,000	4,000
Nanaimo Family Life Association	Start-up costs for Children & Families Counselling Program	1,500	1,000

☐ Council
☒ Committee *FPCOW*
☒ Open Meeting
☐ In-Camera Meeting
 Meeting Date: *2009 MAY 04*

Nanaimo Foodshare Society	Kids Get Cooking & Gardening Program	7,500	4,000
Nanaimo Men's Resource Centre	Father's Day in the Park Event	5,000	0
Nanaimo Telephone Visiting Society	To maintain operations	10,000	1,500
Nanaimo Volunteer & Information Centre Society	Volunteer Appreciation Luncheon	2,500	0
Nanaimo Women's Resources Society	Putting 4 volunteers through the Food Safe Training & purchasing kitchen equipment	500	500
Neighbours of Nob Hill Society	Neighbourhood Family Soiree & purchase materials for art project	1,000	500
Start with Art Nanaimo	Help fund operating costs of community arts space	5,000	0
Total		99,950	12,500

EXECUTIVE SUMMARY:

SPAC, at their meeting held 2009-Mar-11, directed that no specific criteria be used to review the applications for the first round of grants in 2009. The proponents, however, should be able to demonstrate that their proposal achieves tangible improvements in the social fabric of the community. SPAC reviewed 20 applications at their meeting held 2009-Apr-09 and recommend the above-noted allocations.

BACKGROUND:

In 2006, Council directed that a review be conducted of the process used to make recommendations to Council regarding grants to non-profit organizations. The resulting report (2006-Oct-16) recommended that "Community Service Grants be reviewed by the Social Planning Advisory Committee..." In 2007, the Social Planning Advisory Committee commenced the role of reviewing applications for grants from the \$25,000 Community Service Grants fund. The above recommendations represent the first disbursement of 2009 funds available under that grant category. The second disbursement will take place in September, 2009.

Respectfully submitted,



Chair
Social Planning Advisory Committee

/ch
g:\commplan\admin\2009\spac_comserv_grants
Council/FPCOW Date: 2009-May-04

STAFF REPORT

REPORT TO: I. HOWAT, DIRECTOR OF LEGISLATIVE SERVICES

FROM: J. E. HARRISON, MANAGER OF LEGISLATIVE SERVICES

RE: REGIONAL GROWTH MANAGEMENT SERVICE AMENDMENT BYLAW NO. 1553.01, 2009

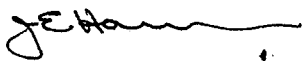
STAFF'S RECOMMENDATION:

That Council waive the consent requirements under Section 801.4 of the *Local Government Act* by consenting to the adoption of "REGIONAL GROWTH MANAGEMENT SERVICE AMENDMENT BYLAW NO. 1553.01, 2009" and that the Regional District of Nanaimo be notified accordingly.

EXECUTIVE SUMMARY:

Staff have received correspondence from the Regional District of Nanaimo advising that they have given first three readings to "REGIONAL GROWTH MANAGEMENT SERVICE AMENDMENT BYLAW NO. 1553.01, 2009". This bylaw proposes to amend the requisition value for the Regional Growth Management service. As part of the approval process, the Regional District of Nanaimo requires the City's consent to this bylaw.

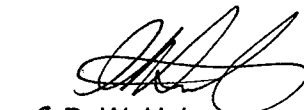
Respectfully submitted,



J. E. Harrison
MANAGER,
LEGISLATIVE SERVICES



I. Howat
DIRECTOR,
LEGISLATIVE SERVICES



for D. W. Holmes
GENERAL MANAGER,
CORPORATE SERVICES



REGIONAL
DISTRICT
OF NANAIMO

RECEIVED

APR 22 2009

LEGISLATIVE SERVICES

April 15, 2009

City of Nanaimo
455 Wallace Street
Nanaimo, BC
V9R 5J6

Attention: **Ian Howat**
Director of Legislative Services

Re: Regional Growth Management Service Amendment Bylaw No. 1553.01

The Board, at its special meeting held April 14, 2009, introduced and read three times the above noted amendment bylaw. (copy attached) This bylaw proposes to amend the requisition value for the Regional Growth Management service. As part of the approval process, the Regional District of Nanaimo requires the City's consent to this bylaw.

It would be appreciated if your Council would endorse the following resolution:

MOVED _____, SECONDED _____, that the Council of the City of Nanaimo waive the consent requirements under Section 801.4 of the *Local Government Act* by consenting to the adoption of "Regional Growth Management Service Amendment Bylaw No. 1553.01, 2009" and FURTHER that the Regional District be notified accordingly.

As the District requires this consent to complete the approval process, it would be appreciated if you would consider this request at your next Council meeting.

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

Sincerely,

Maureen Pearse
Sr. Mgr. of Corporate Administration

MMP:nat

Attachment

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

Ph: (250)390-4111
Toll Free: 1-877-607-4111
Fax: (250)390-4163

RDN Website: www.rdn.bc.ca

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1553.01

**A BYLAW TO AMEND THE REQUISITION LIMIT
IN REGIONAL GROWTH MANAGEMENT
SERVICE ESTABLISHMENT BYLAW NO. 1553, 2008**

WHEREAS the Board has adopted a financial plan for the years 2009 to 2013;

AND WHEREAS the financial plan includes a requisition value for Regional Growth Management of approximately \$370,140 by 2013;

AND WHEREAS the Board considers the requisition value to be in the best interest of the Regional Growth Management Service and wishes to amend the requisition value in accordance with the financial plan;

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

1. Section 6 of Bylaw 1553 is hereby repealed and the following substituted therefore:
 - "6. The maximum amount that may be requisitioned for the cost of this service shall be the greater of:
 - (i) Three Hundred and Seventy Thousand, One Hundred and Forty Dollars (\$370,140); or
 - (ii) the amount obtained by multiplying a property value tax rate of \$0.0152 per \$1,000 of net taxable values of land and improvements in the service area."
2. This bylaw may be cited as "Regional Growth Management Service Amendment Bylaw No. 1553.01, 2009".

Introduced and read three times this 14th day of April, 2009.

Adopted this 14th day of April, 2009.

CHAIRPERSON

SR. MGR. CORPORATE ADMINISTRATION

STAFF REPORT

REPORT TO: ANDY LAIDLAW, GENERAL MANAGER OF COMMUNITY SERVICES

FROM: RICHARD HARDING, DIRECTOR, PARKS, RECREATION AND CULTURE

AUTHORED BY: JEFF RITCHIE, SENIOR MANAGER OF PARKS

RE: MAFFEO SUTTON PARK – INTERIM PARKING LOT EXPANSION

STAFF'S RECOMMENDATION (S):

That Council approves the allocation of up to \$60,000.00 from the Parking Reserve fund for the expansion of the parking at Maffeo Sutton Park as part of the Phase 1 Spirit Square.

EXECUTIVE SUMMARY:

In January 2009, Phase 1 of the Maffeo Sutton Park Redevelopment construction began. Project completion is expected to be in early June 2009. Estimated project costs are forecast to be on budget as per the 2009 – 2013 financial plan.

There is an option to utilize, on an interim basis, the property that has been designated for residential development for increased parking. In order to prepare the area for parking, in conjunction with Phase 1 construction, allocation of funds are required.

BACKGROUND:


In 2008, detailed design of the Phase 1 Spirit Square began. Open houses were held throughout the design process to gather public input before the design was finalized late in 2008. Construction began in January 2009 and completion of Phase 1 is anticipated in early June. Special events during construction have been accommodated as much as possible.

Managing parking at Maffeo Sutton Park in a safe and convenient manner has been a goal of the project. There is an option to utilize, on an interim basis, the property that has been designated for residential development for increased parking. In order to prepare the area for parking, in conjunction with Phase 1 construction, allocation of funds are required. The cost to improve the proposed parking area to allow for the expansion would not exceed \$60,000 with funding recommended to come from the Parking Reserve. Maffeo Sutton parking lot is part of the downtown parking function.

Respectfully submitted,



Richard Harding, Director
Parks, Recreation and Culture

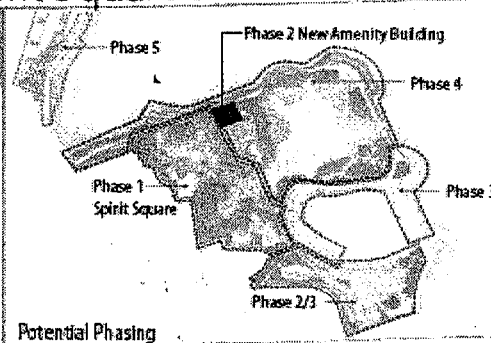


Andy Laidlaw, General Manager
Community Services

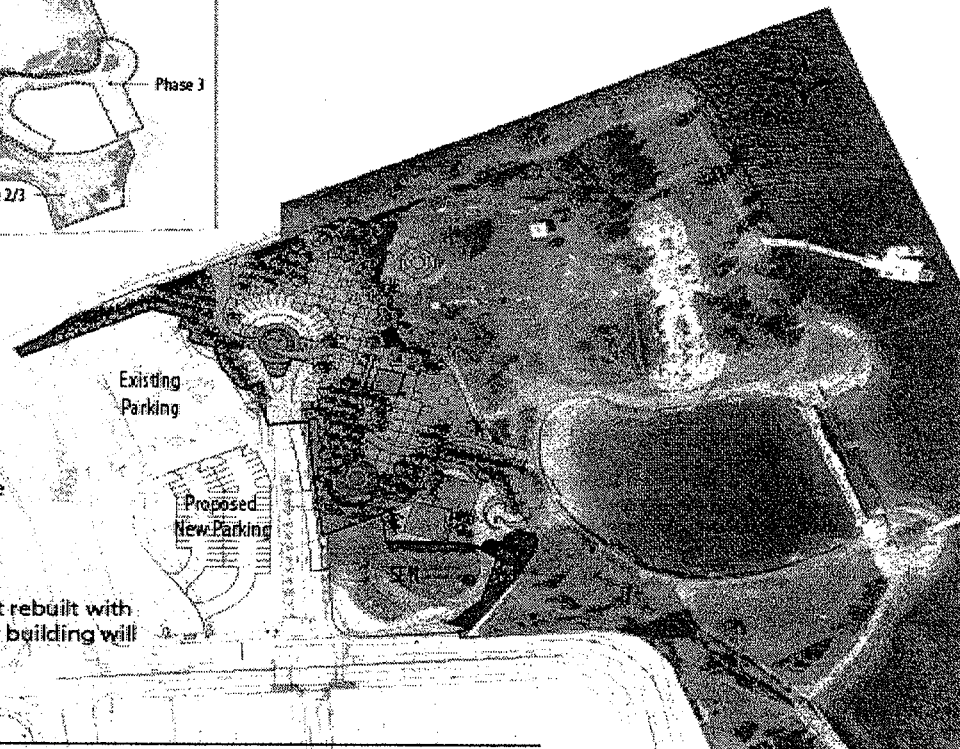
SCHEDULE A

Schedule A: Spirit Square Statistics

- 9.6% of open space added to the park through Spirit Square development (previously surface parking)
- Additional 16.2% of park improved through Spirit Square development (always open space but quality changed through project)
- 132 trees planted through Spirit Square project
- 1200 shrubs planted through Spirit Square project
- 63 tent anchors added for special event facilitation
- Tree grates equipped with 20 & 30 Amp power as well as potable water for special event facilitation
- Shoreline feature paving pattern denotes original shoreline prior to industrial fill
- New covered space with interpretive information added through Spirit Square project
- Existing washroom building to be improved in phase 1, but rebuilt with integrated storage and amenities in phase 2. New amenity building will be located near Millstone estuary and Lions Pavilion.
- SFN property is 0.6 acres
- Parking Statistics:



Maffeo Sutton Park Improvements



STAFF / INFORMATION REPORT

REPORT TO: TOM HICKEY, DIRECTOR, ENGINEERING & PUBLIC WORKS

FROM: BILL SIMS, MANAGER, WATER RESOURCES

RE: PREQUALIFICATION OF GENERAL CONTRACTORS FOR
EXTENSION RESERVOIR 8A

STAFF'S RECOMMENDATION:

That Council receive this report for information.

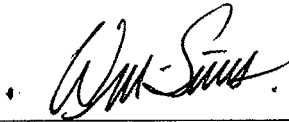
EXECUTIVE SUMMARY:

The Tender for construction of Extension Reservoir 8A and Control Building is ready to be released. To ensure that only qualified contractors bid on this complex project, staff will be prequalifying contractors. Prequalification ensures that those contractors that have demonstrated experience in such construction will bid on the project while ensuring a competitive bid.

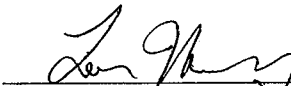
BACKGROUND:

To satisfy the requirements of TILMA, a widely advertised invitation for prequalification will be released. Respondents' experience, capability and past performance on similar projects will be evaluated and ranked. Following evaluation and short-listing of those that meet the minimum criteria, up to six contractors will be invited to bid on the General Construction Tender. This will follow the City's normal bidding process for the invited contractors.

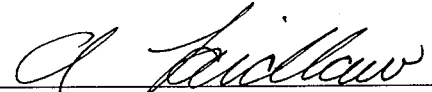
Respectfully submitted,



Bill Sims, Manager
Water Resources



Tom Hickey, Director
Engineering & Public Works



Andy Laidlaw, General Manager
Community Services

2009-APR-24

BS/fg

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☐ Council
☒ Committee EPCOW
☒ Open Meeting
☐ In-Camera Meeting
Meeting Date: 2009 MAY 04

FOR INFORMATION ONLY

REPORT TO: A. TUCKER, DIRECTOR OF PLANNING, DSD

FROM: D. LINDSAY, MANAGER, PLANNING DIVISION, DSD

RE: ZONING BYLAW AMENDMENT BYLAW 4000.447

STAFF'S RECOMMENDATION:

That Council receive this report for information.

EXECUTIVE SUMMARY:

Council, at its meeting of 2009-APR-20, received a Staff report and associated amendment bylaw regarding the rezoning of select properties where the zoning does not comply with the newly adopted Official Community Plan (OCP). At the meeting, Council tabled the amendment bylaw. In order to provide Council with further background with respect to these proposed changes, Staff will be making a presentation as part of this agenda. The proposed amendments were also referred to the Plan Nanaimo Advisory Committee (PNAC). At its meeting of 2009-APR-28 PNAC endorsed the proposed amendments.

BACKGROUND:

On 2008-SEP-08, Council adopted "OFFICIAL COMMUNITY PLAN BYLAW 2008 NO 6500". The new OCP includes an implementation strategy which identifies that a general review of the City's Zoning Bylaw is required in the short term. As part of this process, Staff identified a number of properties which have zoning that is significantly out of context with the OCP and is now recommending that Council proceed with the rezoning of these lands.

Council, at its meeting of 2009-MAR-09, received a Staff report regarding the preparation of a new Zoning Bylaw in response to the newly adopted OCP. As outlined in the original report, Phase I of this project would be to identify properties with zoning that is significantly out of context with the OCP and rezone these lands. On 2009-APR-20, Council received a Staff report and amendment Bylaw regarding rezoning properties that currently do not conform to the direction provided by the OCP. The amendment bylaw was tabled in order to allow Staff to provide Council with further information.

The properties which Staff is recommending Council consider for rezoning are as follows:

Summary of Amendments

<i>Amendment No. 1 – Appendix 1</i>	
Addresses:	3200, 3230, 3260, 3290, 3320, 3350, 3380, 3410, 3480, and 3484 Arrowsmith Road; 3490, 3500, and 3518 Hillside Avenue; 3644 Dix Road, 3650 and 3699 Rock City Road; and 5600 Vanderneuk Road.
Proposal:	Rezone numerous properties located in the Linley Valley from A-3 (Rural Agricultural / Residential Zone) to A-2 (Rural Agricultural / Residential Zone), as shown on Appendix "1", attached.

Rationale:	The subject properties are within the 'Urban Reserve' designation and, as such, no subdivision or development is permitted until a comprehensive plan is completed. However, building permits that comply with zoning must be issued. The A-3 Zone permits a dwelling unit for every 0.4 hectares of lot area, to a maximum of 3 dwelling units. In order to reduce the number of homes which can be constructed prior to the adoption of a comprehensive area plan, Staff recommend rezoning the properties to A-2. The A-2 zone permits up to two dwelling units on lots of 0.4 hectares (1 acre) or more.
OCP:	Urban Reserve
Current Use:	Vacant or Rural Residential
Lot size (range):	0.6 hectares (1.5 acres) to 47 hectares (117 acres)
Amendment No. 2 – Appendix 2	
Address:	2350 Northfield Road
Proposal:	Rezone 2350 Northfield Road from I-2 (Light Industrial Zone) to RS-1 (Single Family Residential Zone), as shown on Appendix "2", attached.
Rationale:	The property is designated as 'Neighbourhood' within the OCP and does not support industrial zoning. The OCP also identifies the property as a future 'Park' site. The property is currently vacant and is owned by the BC Transportation Financing Authority (Provincial Highways).
OCP:	Neighbourhood
Current Use:	Vacant
Lot size:	13 hectares (32.4 acres)
Amendment No. 3 – Appendix 2	
Address:	Part of 2700 Rosstown Road
Proposal:	Rezone a portion of 2700 Rosstown Road from RS-1 (Single Family Residential Zone) to A-2 (Rural Agricultural / Residential Zone), as shown on Appendix "2", attached.
Rationale:	The property is split by the Nanaimo Parkway and is owned by the BC Transportation Financing Authority (Provincial Highways). The western portion of the subject property is outside the UCB and is designated 'Resource Protection' under the OCP. Given the long slender shape of the western portion of the lot, a significant portion of this side of the property is included within the Parkway setbacks. Access to the western side of the property is limited to a single rural road on the southern property boundary.
OCP:	Outside UCB – Resource Protection
Current Use:	Vacant
Lot size:	12.7 hectares (31.4 acres)

Amendment No. 4 – Appendix 3	
Address:	2453 and 2461 East Wellington Road
Proposal:	Rezone 2453 and 2461 East Wellington Road from RS-1 (Single Family Residential Zone) to A-2 (Rural Agricultural / Residential Zone), as shown on Appendix '3', attached.
Rationale:	The properties at 2453 and 2461 East Wellington Road are located outside of the UCB and are designated as 'Resource Protection' within the OCP. 'Resource Protection' lands are not needed for urban development over the life of the OCP and are to be used for agriculture and resource uses. Both properties are located within the provincial Agriculture Land Reserve (ALR). Given the OCP designation, and the inclusion of the properties within the ALR, Staff does not feel the RS-1 zoning, typical of most urban lots in the city, is appropriate and recommends the properties be rezoned to A-2.
OCP:	Resource Protection – Outside UCB
Current Use:	Rural Residential / Farm / Agriculture
Lot sizes:	13.6 hectares (33.7 acres) and 4.4 hectares (10.9 acres)
Amendment No. 5 – Appendix 3	
Address:	2660 East Wellington Road
Proposal:	Rezone 2660 East Wellington Road from P-2 (Public Institution Zone) to A-1 (Rural Agricultural / Residential Zone), as shown on Appendix '3', attached.
Rationale:	P-2 zoning is typically used for institutional uses, such as churches and schools. The property located at 2660 East Wellington Road is privately owned and contains a single family dwelling on a large lot. The property is included in the 'Urban Reserve' designation of the OCP. Staff feel A-1 zoning would more accurately reflect the current use of the property and the intent of the OCP, and would be consistent with the other 'Urban Reserve' designated properties in the Jingle Pot neighbourhood.
OCP:	Urban Reserve
Current Use:	Single Family Dwelling
Lot size:	3.7 hectares (9.1 acres)
Amendment No. 6 – Appendix 4	
Addresses:	1865 Bowen Road
Proposal:	Rezone a portion of 1865 Bowen Road from C-7 (Community Shopping Centre Commercial Zone) to I-2 (Light Industrial Zone), as shown on Appendix '4', attached.
Rationale:	The proposed zoning change will reflect the OCP designation boundary. The property is split-designated as 'Light Industrial' and 'Corridor' within the OCP and is split zoned, C-7 and I-2.
OCP:	Light Industrial and Corridor
Current Use:	Vacant
Lot size:	11.7 hectares (28.8 acres)

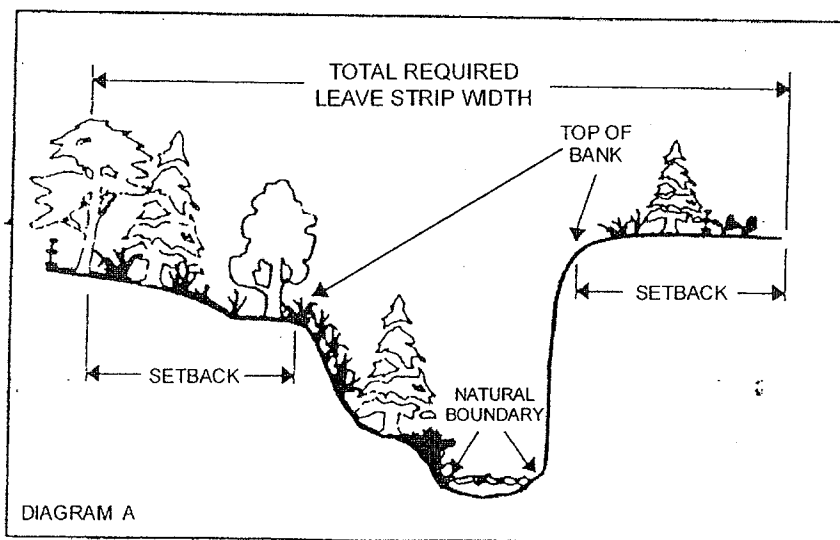
Watercourse Amendments

Due to provincial regulation changes and the adoption of the new OCP, amendments to the Zoning Bylaw are necessary. Staff have conducted a process outlined in the provincial Riparian Area Regulations (RAR), known as the Simple Assessment Procedure, on all fish bearing watersheds in Nanaimo and have compared the existing bylaw setbacks versus those resulting from the RAR assessment. Through this process, Staff identified a number of riparian areas that require changes in order to comply with the RAR. These changes were specified in the recently adopted OCP and now must be reflected on Schedule 'G' of the Zoning Bylaw.


Watercourse Setback Amendments

Appendix	Location/Description	Action
5	Cottle Creek	Increase setback from 15 metres to 30 metres, as shown on Appendix 5, attached.
6	Lower Chase River (Park Avenue – Chase River Estuary)	Increase setback from 15 metres to 30 metres, as shown on Appendix 6, attached.
7	Unnamed Tributary to the Millstone River (2453 East Wellington Road)	Edit drainage patterns to remove two small agricultural field drainage ditches, as shown on Appendix 7, attached.

Amend the definition of "top of bank" by replacing the word "grade" with "natural slope". The revised definition will read as follows: "means the points closest to the natural boundary of a watercourse where the break in the slope of the land occurs such that the natural slope beyond the break is flatter than 3:1 for the required leave strip distance."



Respectfully submitted,

for: 
D. Lindsay

Manager, Planning Division
DEVELOPMENT SERVICES DEPARTMENT

DS/pm/hd

Committee: 2009-MAY-04

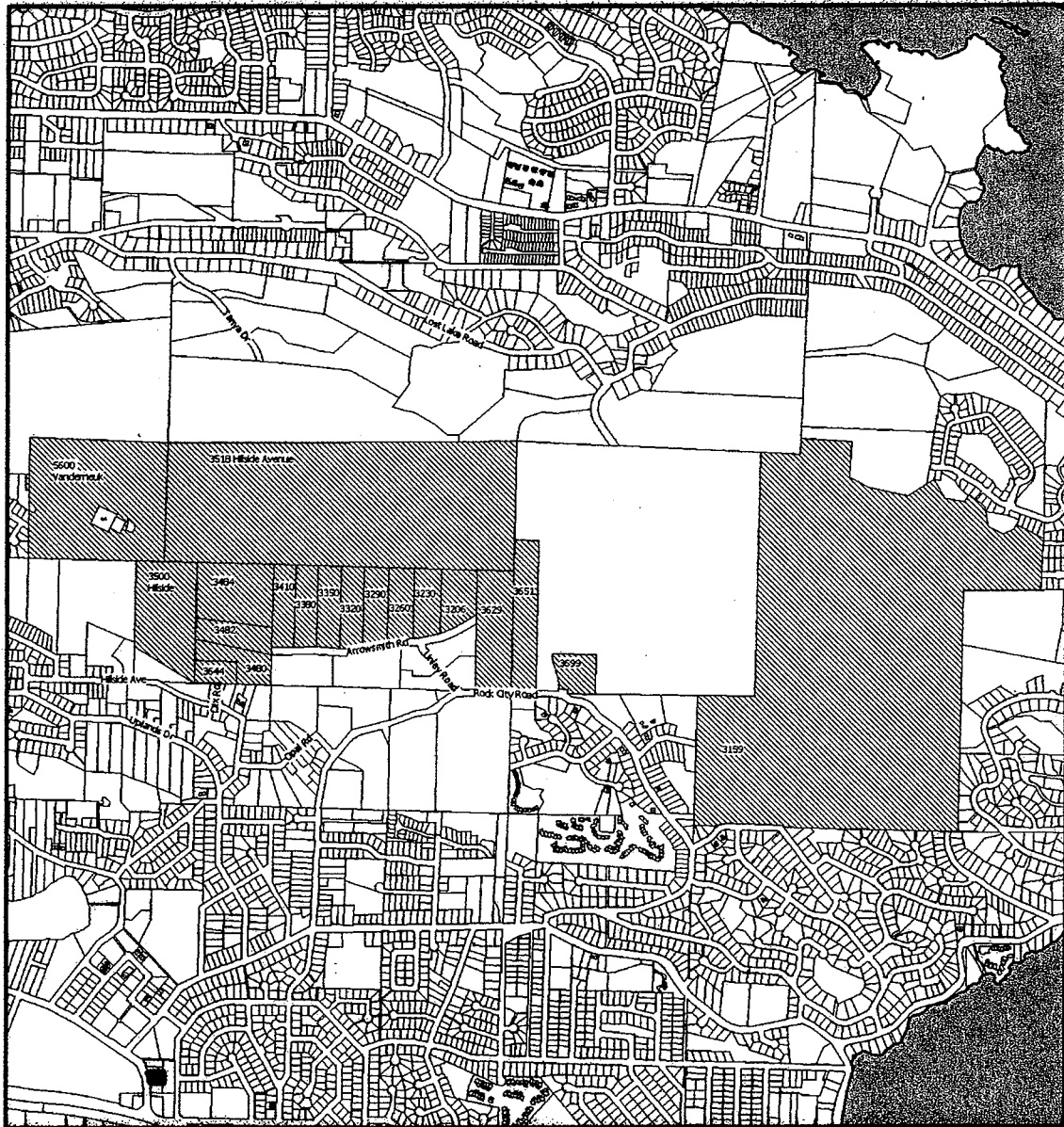
G: Devplan/Files/Legis/3900/30/ZA1/81/2009May04 Cncl Rpt Zoning Bylaw Rewrite.doc


A. Tucker

Director of Planning,
DEVELOPMENT SERVICES DEPARTMENT


Ted Swabey, General Manager
Development Services Department

APPENDIX 1



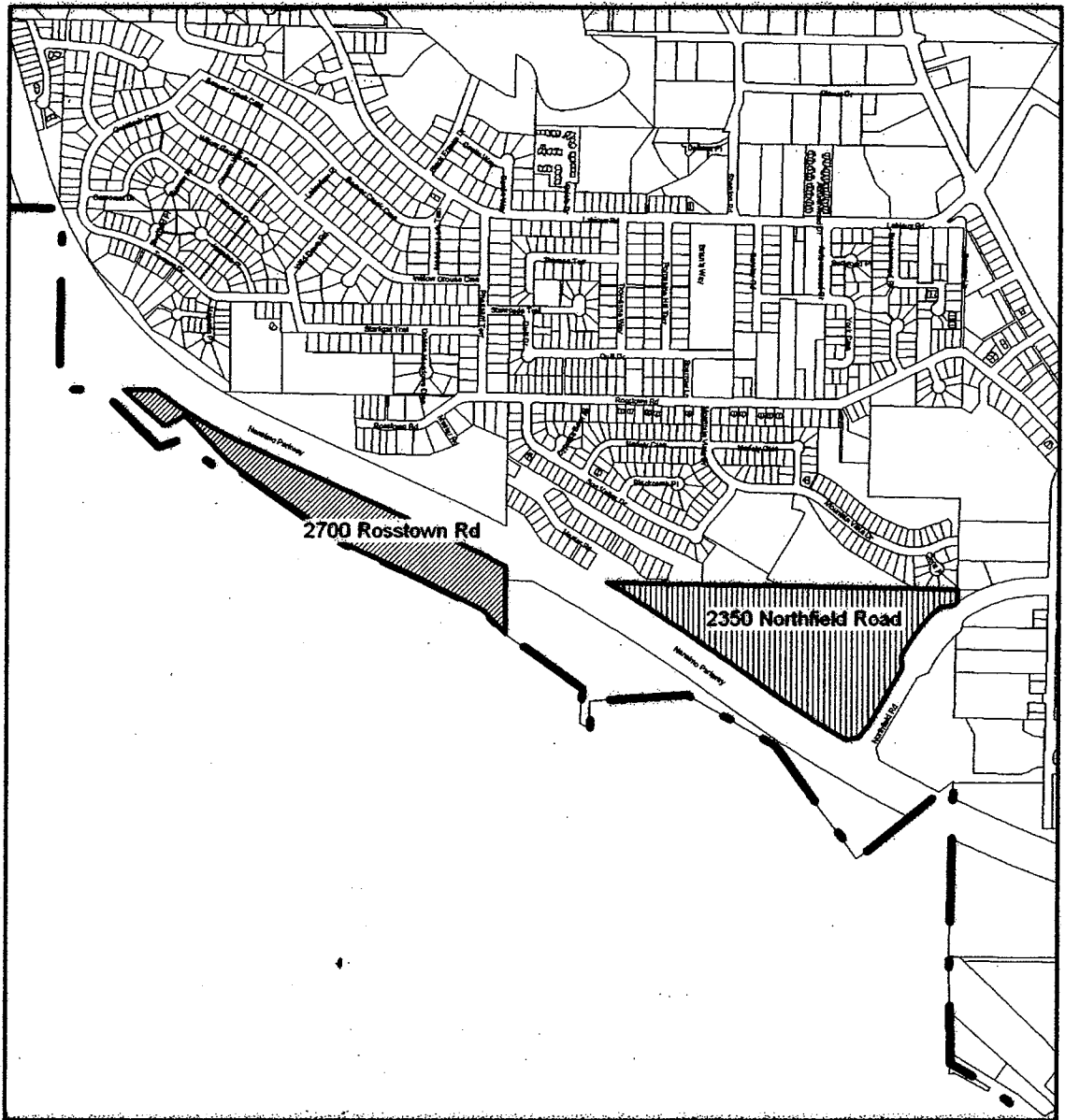
Rezone from A-3 to A-2

LOCATION PLAN

Linley Valley






APPENDIX 2



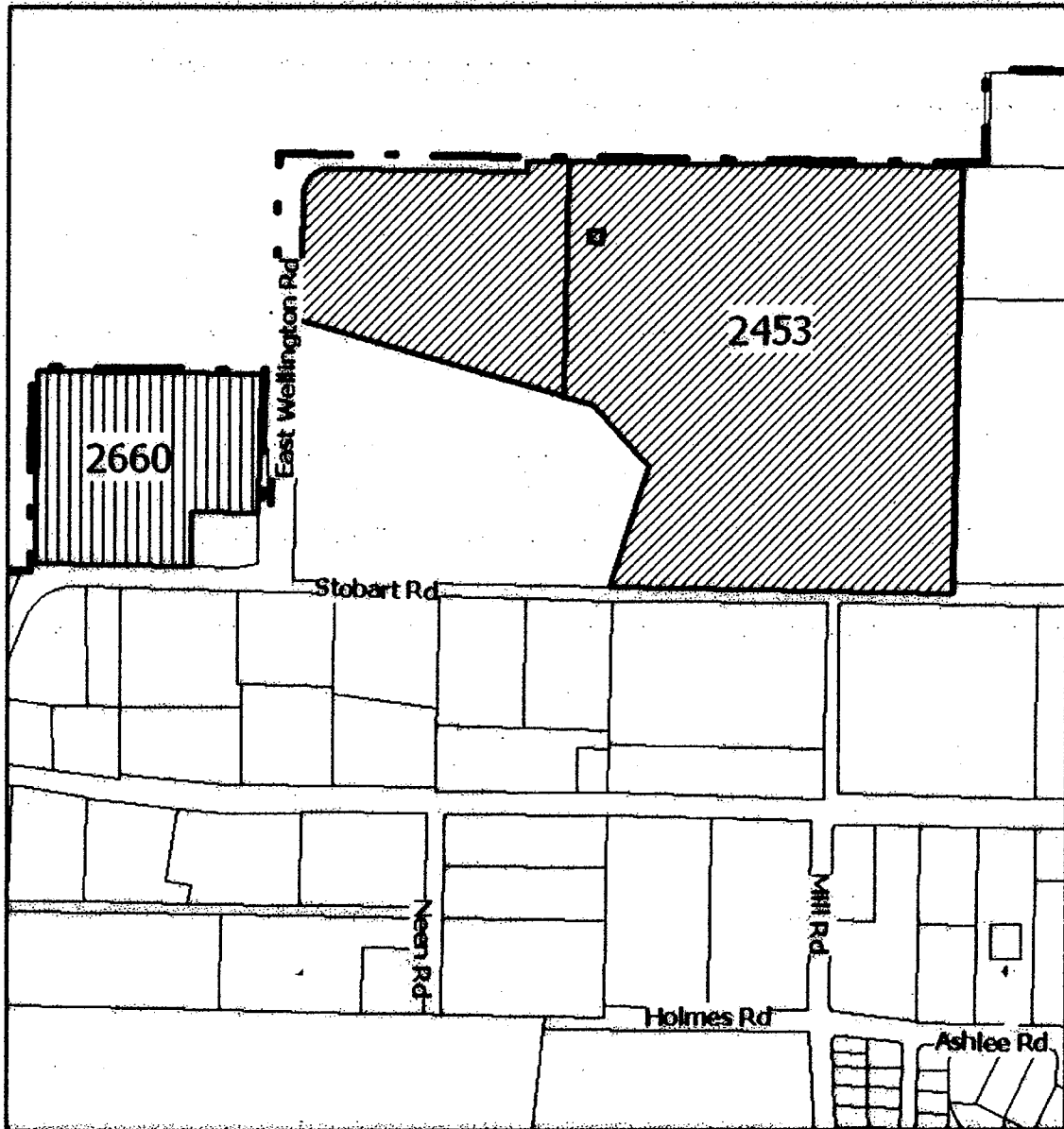
LOCATION PLAN

Civic: 2350 Northfield Road/
2700 Rosstown Road

-  Rezone from RS-1 to A-2
-  Rezone from I-2 to A-2
-  Subject Properties





NORTH

APPENDIX 3



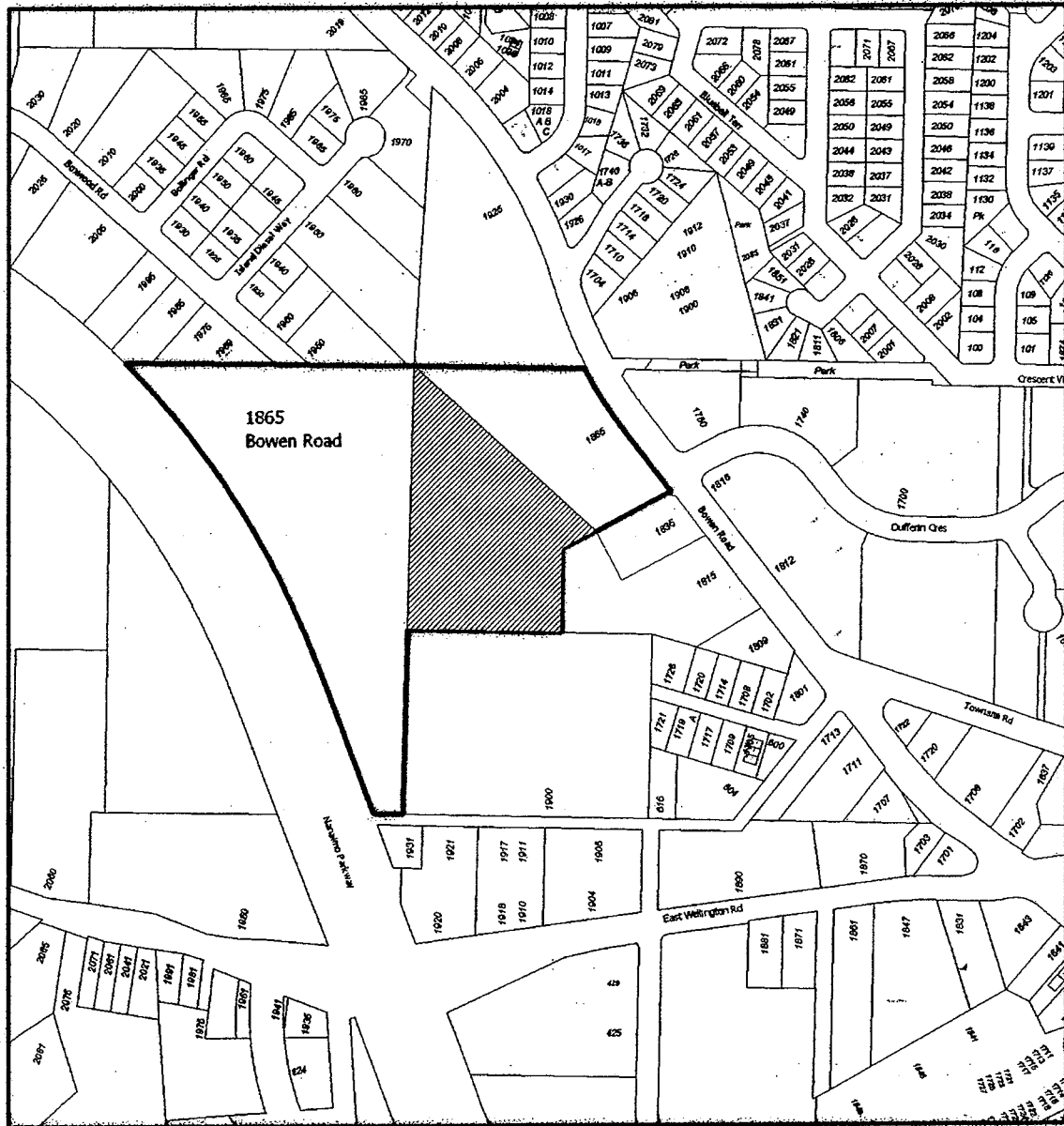
LOCATION PLAN

Civic: 2453, 2461, 2660 East Wellington Road



-  Rezone from RS-1 to A-2
-  Rezone from P-2 to A-1
-  Subject Properties



APPENDIX 4

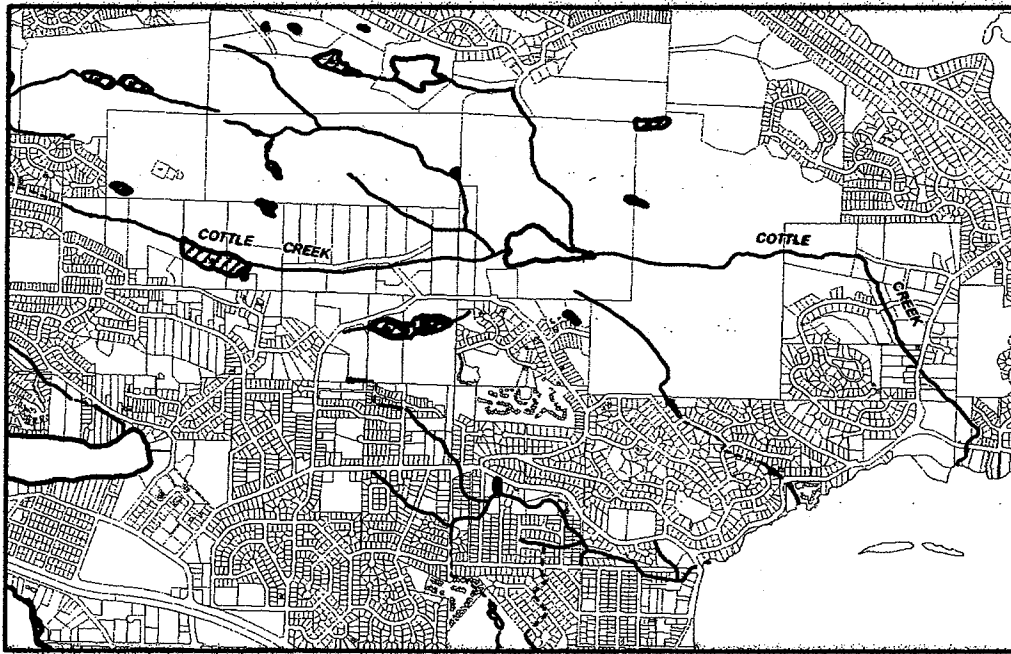


LOCATION PLAN
Civic: 1865 and 1815 Bowen Road

-  **Rezone from C-7 to I-2**
-  **Subject Properties**

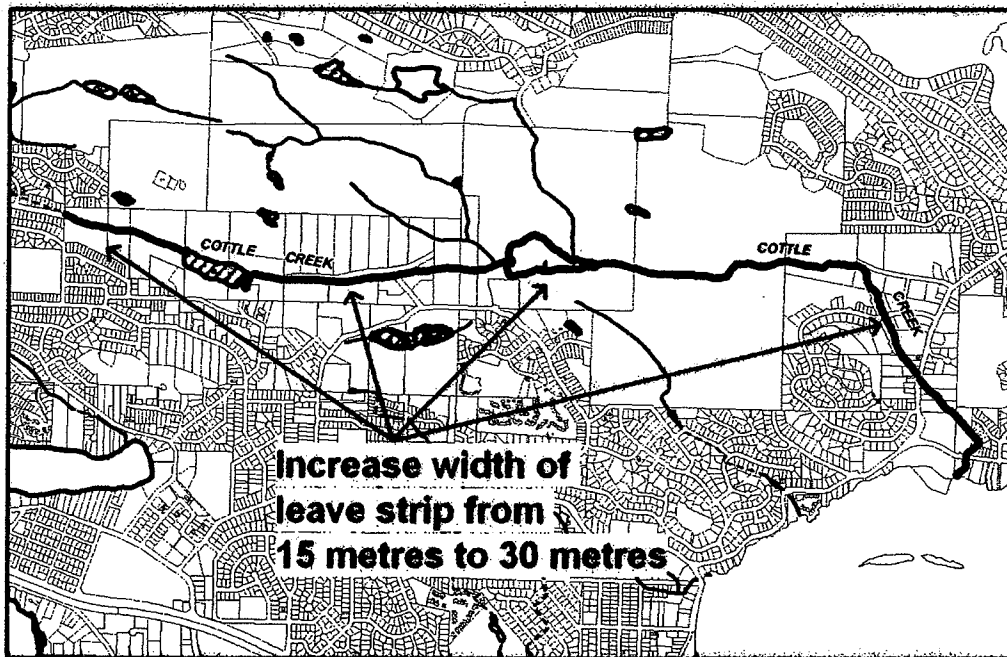


Appendix 5



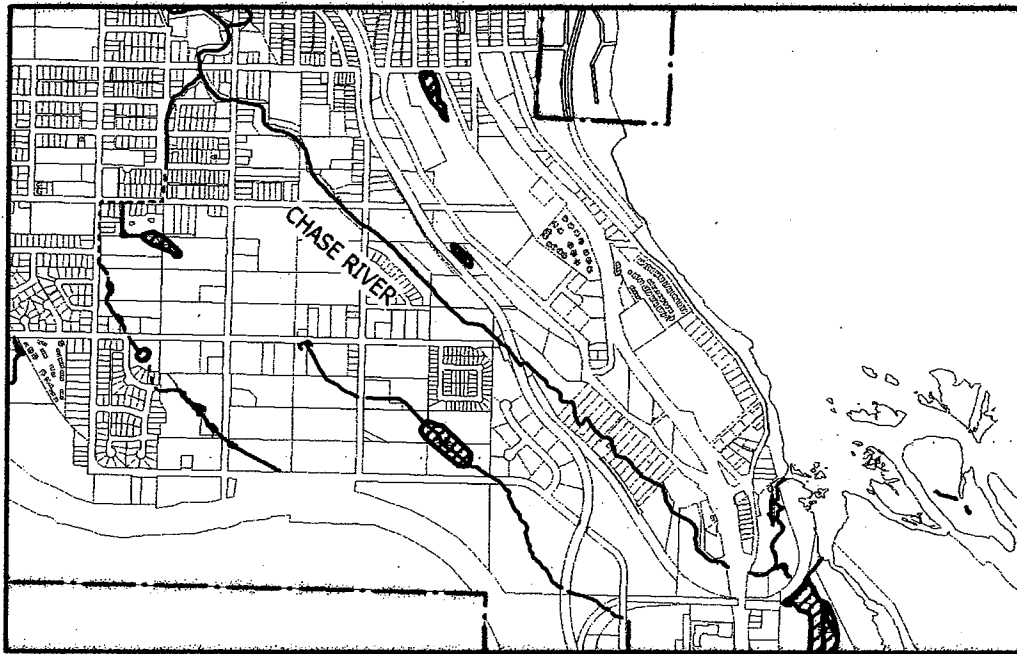
Cottle Creek

Existing Watercourse



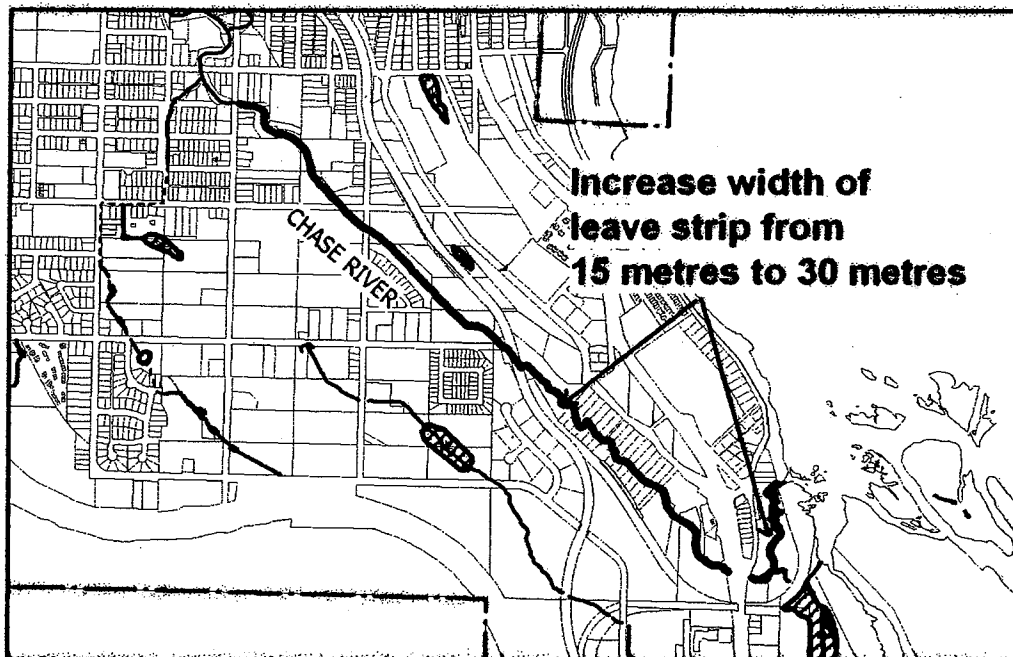
Proposed Watercourse Amendment

Appendix 6



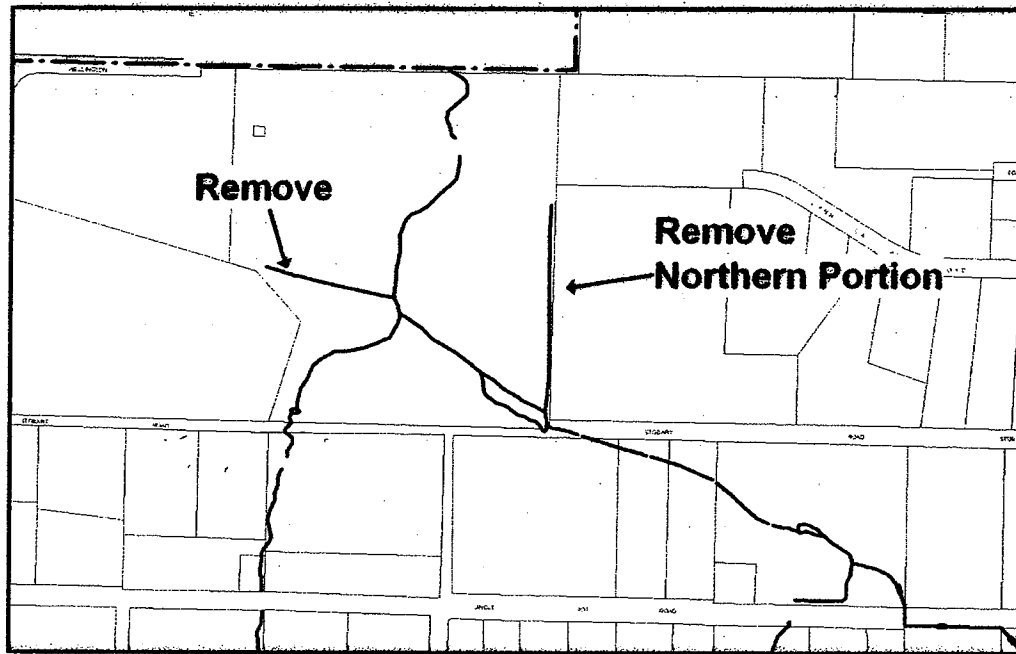
Chase River

Existing Watercourse



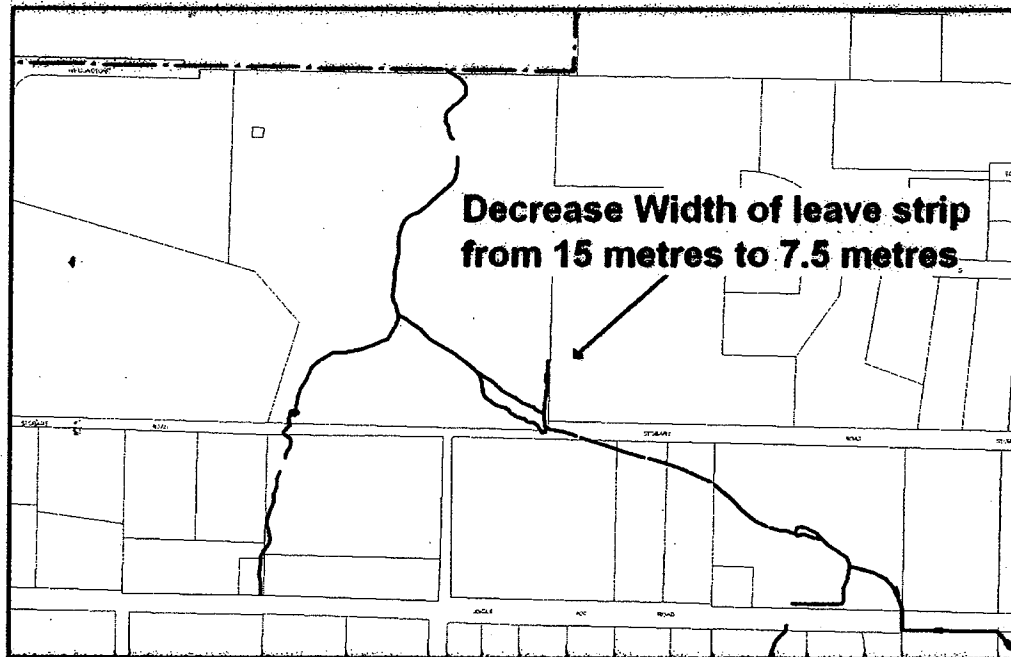
Proposed Watercourse Amendment

Appendix 7



**Unnamed Tributary to
Millstone River**

Existing Watercourse



Proposed Watercourse Amendment

FOR INFORMATION ONLY

REPORT TO: ANDREW TUCKER, DIRECTOR OF PLANNING
FROM: BRUCE ANDERSON, MANAGER OF COMMUNITY PLANNING
RE: REOI - SUPPORTIVE HOUSING PROJECT - 445 WESLEY STREET

STAFF'S RECOMMENDATION:

That Council receive this report for information.

EXECUTIVE SUMMARY:

In November 2008, Council entered into a Memorandum of Understanding (MOU) with the Province of British Columbia to facilitate the provision of 160 supportive housing units for the homeless. Under the MOU, three City-owned properties were made available for development.

On 2009-Apr-06, Housing and Social Development Minister Rich Coleman announced funding for the construction of 40 units on the first of the MOU City-owned sites at 445 Wesley Street.

BACKGROUND:

In response to the growing number of homeless on the streets of Nanaimo, Council adopted "Nanaimo's Response to Homelessness Action Plan" (July/2008) which identified a need for 160 new units of supportive housing. Subsequently, an agreement (MOU) was reached with the Province to fund the construction and operational costs of these units if the City of Nanaimo provided the land and property tax exemption. Three City properties were identified and included in the MOU, which included a commitment by the Province to fund the design and development process to building permit issuance for 160 units through BC Housing.

Subsequently the Province, through BC Housing, has committed funding for the construction and staffing of one project (40 units) on a City-owned site (445 Wesley Street) and one project (10 units) on a site owned by Tillicum Lelum Aboriginal Friendship Society, on Tenth Street in Nanaimo.

The Wesley Street site is zoned C-30 and does not require a rezoning to accommodate the proposed project. However, the City, BC Housing and VIHA are committed to ongoing communication and dialogue with adjacent residents. As such, consultant Alan Neilson-Welch has been retained to provide support in implementing a communication strategy.

BC Housing will be issuing a Request for Expressions of Interest (REOI) to identify a non-profit society to manage the build-out and operation of the residential facility at 445 Wesley Street in the near future. The REOI will be available for Council members to review in the Councillor's office.

☐ Council
☒ Committee.....FPCOW
☒ Open Meeting
☐ In-Camera Meeting
Meeting Date: 2009.MAY.04

Respectfully submitted,

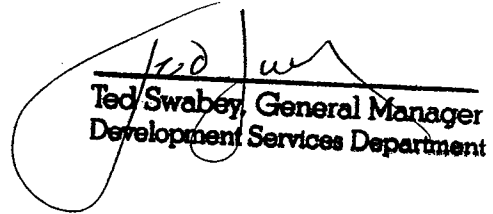


Bruce Anderson,
Manager of Community Planning
Development Services Department



Andrew Tucker,
Director of Planning
Development Services Department

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Council / FPCOW Date: 2009-May-04



Ted Swabey, General Manager
Development Services Department