



**AGENDA**  
**REGULAR COUNCIL MEETING**

Monday, April 7, 2025

4:30 p.m. To Proceed In Camera, Reconvene Regular Council Meeting 7:00 p.m.

Shaw Auditorium, Vancouver Island Conference Centre

80 Commercial Street, Nanaimo, BC

SCHEDULED RECESS AT 9:00 P.M.

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**Pages**

**1. CALL THE MEETING TO ORDER:**

**2. PROCEDURAL MOTION:**

That the meeting be closed to the public in order to deal with agenda items under the *Community Charter*:

Section 90(1) A part of the Council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

- (a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- (c) labour relations or other employee relations;
- (e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the Council, could reasonably be expected to harm the interests of the municipality if they were held in public;
- (n) the consideration of whether a Council meeting should be closed under a provision of this subsection or subsection (2); and,

Section 90(2) A part of a meeting must be closed to the public if the subject matter being considered relates to one or more of the following:

- (b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party.

**3. INTRODUCTION OF LATE ITEMS:**

**4. APPROVAL OF THE AGENDA:**

**5. ADOPTION OF THE MINUTES:**

- a. Minutes 8 - 14

Minutes of the Regular Council Meeting held in the Shaw Auditorium, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, on Monday, 2025-MAR-17 at 5:00 p.m.

**6. MAYOR'S REPORT:**

**7. RISE AND REPORT:**

**8. PRESENTATIONS:**

**9. COMMITTEE MINUTES:**

- a. Minutes 15 - 20

Minutes of the Governance and Priorities Committee Meeting held in the Shaw Auditorium, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC on Monday, 2024-DEC-09 at 1:00 p.m.

- b. Minutes 21 - 25

Minutes of the Mayor's Leaders' Table Meeting held in the Boardroom, Service and Resource Centre, 411 Dunsmuir Street, Nanaimo, BC, on Friday, 2024-DEC-13 at 8:33 a.m.

- c. Minutes 26 - 32

Minutes of the Advisory Committee on Accessibility and Inclusiveness Meeting held in the Boardroom, Service and Resource Centre, 411 Dunsmuir Street, Nanaimo, BC, on Wednesday, 2025-JAN-08 at 4:00 p.m.

- d. Minutes 33 - 38

Minutes of the Design Advisory Panel meeting held in the Boardroom, Service and Resource Centre, 411 Dunsmuir Street, Nanaimo, BC, on Thursday, 2025-FEB-13 at 5:01 p.m.

- e. Minutes 39 - 46

Minutes of the Finance and Audit Committee Meeting held in the Shaw Auditorium, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, on Wednesday, 2025-FEB-19 at 9:00 a.m.

- f. Minutes 47 - 52

10. CONSENT ITEMS:

- a. Advisory Committee on Accessibility and Inclusiveness 2025-MAR-12 53

[Note: a link to the 2025-MAR-12 Advisory Committee on Accessibility and Inclusiveness Meeting agenda is provided for information.]

1. Westwood Lake Park Accessible Wayfinding Signage

That Council endorse blue as the colour palette for Westwood Lake Park wayfinding and signage as part of the Westwood Lake Park Amenity Improvements project.

- b. Finance and Audit Committee Meeting 2025-MAR-19 54

[Note: a link to the 2025-MAR-19 Finance and Audit Committee Meeting agenda is provided for information.]

1. 2024 Surplus Allocation

That Council approve the allocation of the 2024 operating surplus as follows:

1. General Fund

- a. RCMP Contract Reserve **\$1,411,438**
  - b. General Financial Stability Reserve **\$1,094,545**
  - c. Special Initiatives Reserve **\$5,290,000**
- Total **\$7,795,983**

2. Sewer Fund

- a. Sewer Reserve **\$342,240**

2. Loudon Park Improvements

That Council direct Staff to increase the budget by \$1,876,373 funded from the Special Initiatives Reserve to proceed with the alternate design for the Loudon Park improvements as outlined in the report titled "Loudon Park Improvements" dated 2025-MAR-19.

- c. Governance and Priorities Committee Meeting 2025-MAR-24 55

[Note: a link to the 2025-MAR-24 Governance and Priorities Committee Meeting agenda is provided for information.]

1. City Plan Monitoring Engagement

That Council endorse in principle the proposed City Plan monitoring process as outlined in the Staff Report dated 2025-MAR-24.

11. DELEGATIONS:

- a. Tod Maffin re: Nanaimo Tourist Event Update and Request for Assistance 56

12. REPORTS:

- a. Heritage Alteration Permit - 35 Front Street 57 - 72

To be introduced by Jeremy Holm, Director, Planning and Development.

*Purpose: To present for Council's consideration, a heritage alteration permit application to allow minor exterior alterations of the Nanaimo Court House building at 35 Front Street.*

Recommendation: That Council issue Heritage Alteration Permit No. HAP00031 to allow minor exterior alterations of the Nanaimo Court House building at 35 Front Street.

- b. Miscellaneous Bylaws Repeal Bylaw 73 - 182

To be introduced by Sheila Gurrie, Director, Legislative Services.

*Purpose: To bring forward a housekeeping bylaw to repeal bylaws that are outdated or no longer valid.*

Recommendation:

1. That "Miscellaneous Bylaws Repeal Bylaw 2025 No. 7352" (a bylaw to repeal outdated bylaws) pass first reading.
2. That "Miscellaneous Bylaws Repeal Bylaw 2025 No. 7352" pass second reading.
3. That "Miscellaneous Bylaws Repeal Bylaw 2025 No. 7352" pass third reading.

- c. Recycle BC Financial Projections 2025 Through 2029 183 - 185

To be introduced by Bill Sims, General Manager, Engineering and Public Works.

*Purpose: To present financial projections for curbside recycling collection operations, 2025 through 2029.*

- d. Liquor Licence Application No. LA158 - Unit 201-70 Commercial Street 186 - 193

To be introduced by Jeremy Holm, Director, Planning and Development.

*Purpose: To present for Council's consideration a new liquor primary licence application for an existing nail salon and spa located at Unit 201 – 70 Commercial Street.*

Recommendation: That Council recommend that the Liquor and Cannabis Regulation Branch approve the application for a liquor primary licence at Unit 201 – 70 Commercial Street.

- e. Development Permit Application No. DP1365 - 1810 Fremont Road 194 - 202

To be introduced by Jeremy Holm, Director, Planning and Development.

*Purpose: To present for Council's consideration a development permit application for an addition to an existing light industrial building at 1810 Fremont Road.*

Recommendation: That Council issue Development Permit No. DP1365 for an addition to an existing light industrial building at 1810 Fremont Road with variances as outlined in the "Proposed Variances" section of the Staff Report dated 2025-APR-07.

- f. Covenant Amendment Application No. CA19 - 6340 McRobb Avenue 203 - 211

To be introduced by Jeremy Holm, Director, Planning and Development.

*Purpose: To seek Council's direction on an application to amend previously approved Section 219 covenants at 6340 McRobb Avenue, in order to facilitate the development of a proposed multi-family residential project.*

Recommendation: That Council direct Staff to proceed with a Public Hearing for the proposed Covenant Amendment for 6340 McRobb Avenue.

### 13. BYLAWS:

- a. "Housing Agreement Bylaw 2025, No. 7394" 212 - 218

That "Housing Agreement Bylaw 2025 No. 7394" (to secure the terms and conditions of occupancy for a residential shelter at 11 Dancer Road) be adopted.

### 14. CORRESPONDENCE:

- a. Correspondence dated 2025-MAR-20 from the Association of Vancouver Island and Coastal Communities (AVICC) re: Feedback Requested for Reforming the Local Government Act - A Roadmap 219 - 220

- b. Correspondence dated 2025-MAR-24 from Island Rail Corporation re: Rebuilding Vancouver Island's Railway 221 - 228

- c. Italian Society Felice Cavallotti Lodge Request for a Letter of Support re: Grant Application to Legacy Fund - Building Communities through Arts and Heritage 229 - 232

233 - 235

- d. Vancouver Island Exhibition Request for a Letter of Support re: Grant Application to the Destination Events Program Grant
- e. Nanaimo Equestrian Association Request for a Letter of Support re: Grant Application for the Destination Events Program Grant 236 - 238
- f. Petroglyph Development Group Request for a Letter of Support re: the Proposed Cabin Project on Saysutchun Island 239 - 251
- g. Wildcoast Ecological Society Request for a Letter of Support re: Grant Application for the Environment and Climate Change Canada EcoAction 252 - 258
- h. Loyal Nanaimo Bathtub Society Request for a Letter of Support re: Grant Application to the Destination Events Program Grant 259 - 260

**15. NOTICE OF MOTION:**

**16. OTHER BUSINESS:**

- a. Request from Mayor Krog to send Correspondence to Ravi Parmar, MLA, Minister of Forests re: Future of Our Local Forest Industry 261 - 262
- b. Councillor Manly Motion re: City of Nanaimo and Regional District of Nanaimo Synergism re: Public Works Yard Upgrades

At the 2025-MAR-17 Regular Council Meeting, Councillor Manly advised that he would be bringing forward the following motion for consideration:

"That Council direct Staff to explore, as part of the City of Nanaimo's process to update the facilities at the Public Works Yard located at 2020 Labieux Road, synergies between the needs of the Regional District of Nanaimo (RDN) and the City of Nanaimo, and report back to Council on how the Public Works Yard upgrades could assist the RDN with their transit related infrastructure and vehicle maintenance needs while reducing costs for both levels of government."

- c. Councillor Manly Motion re: Media's Usage of Electronic Devices During Meetings

At the 2025-MAR-17 Regular Council Meeting, Councillor Manly advised that he would be bringing forward the following motion for consideration:

"That Council direct Staff to prepare a report outlining options for an amendment to "Council Procedure Bylaw 2018 No. 7272" to include a certification process to provide accreditation to media representatives and independent journalists to permit the usage of electronic devices at the City of Nanaimo Council and Committee meetings for journalistic purposes."

**17. BYLAWS: (Continued)**

- a. "Council Procedure Bylaw Amendment Bylaw 2025 No. 7272.05" 263 - 269

[Note: This items was deferred from the 2025-MAR-17 Regular Council Meeting]

That “Council Procedure Bylaw Amendment Bylaw 2025 No. 7272.05” (a bylaw to include provisions associated with delegations, inappropriate behaviour, electronic devices and signs in Council and Committee meetings and minor housekeeping amendments) be adopted.

- b. “Respectful Spaces Amendment Bylaw 2025 No. 7381.01”

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[Note: This items was deferred from the 2025-MAR-17 Regular Council Meeting]

That “Respectful Spaces Amendment Bylaw 2025 No. 7381.01” (a bylaw to include electronic devices and other housekeeping amendments) be adopted.

**18. QUESTION PERIOD:**

**19. ADJOURNMENT:**



**MINUTES**  
**REGULAR COUNCIL MEETING**

Monday, March 17, 2025, 5:00 p.m.  
Shaw Auditorium, Vancouver Island Conference Centre  
80 Commercial Street, Nanaimo, BC

Members: Mayor L. Krog, Chair (entered at 5:02 p.m.)  
Councillor E. Hemmens, Acting Chair  
Councillor S. Armstrong  
Councillor T. Brown\* (joined at 5:02 p.m., disconnected at 7:28 p.m.)  
Councillor H. Eastmure  
Councillor B. Geselbracht  
Councillor P. Manly  
Councillor J. Perrino\* (disconnected at 5:54 p.m., reconnected at 7:26 p.m.)

Absent: Councillor I. Thorpe

Staff: D. Lindsay, Chief Administrative Officer  
B. Sims, General Manager, Engineering and Public Works  
S. Gurrie, Director, Legislative Services  
L. Brinkman, A/Director, Planning and Development  
T. Pan, Manager, Sustainability\*  
N. Sponaule, Communications Advisor  
J. Vanderhoef, Recording Secretary

**1. CALL THE MEETING TO ORDER:**

The Regular Council Meeting was called to order at 5:00 p.m.

**2. PROCEDURAL MOTION:**

It was moved and seconded that the meeting be closed to the public in order to deal with agenda items under the *Community Charter*:

\* Denotes electronic meeting participation as authorized by "Council Procedure Bylaw 2018 No. 7272"



Section 90(1) A part of a Council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

- (c) labour relations or other employee relations;
- (e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the Council, could reasonably be expected to harm the interests of the municipality if they were held in public; and,
- (n) the consideration of whether a Council meeting should be closed under a provision of this subsection or subsection (2).

The motion carried unanimously.

Council moved In Camera at 5:01 p.m.

Council moved out of In Camera at 5:54 p.m.

Council recessed the Open Meeting at 5:54 p.m.

Council reconvened the Open Meeting at 7:00 p.m.

### **3. INTRODUCTION OF LATE ITEMS:**

- (a) Agenda Item 12(c) Proposed Telecommunications Facility – 6675 Mary Ellen Drive – Add the following delegations:
  - Brian Gregg, President, SitePath Consulting Ltd.
  - Edward Hulshof, Associate, Bennet Jones, on behalf of Skyline Private Investment Capital Inc.
- (b) Add Agenda Item 15(a) Councillor Manly Notice of Motion re: City of Nanaimo and Regional District of Nanaimo Synergism re: Public Works Yard Upgrades.
- (c) Add Agenda Item 15(b) Councillor Manly Notice of Motion re: Media Usage of Electronic Devices.

### **4. APPROVAL OF THE AGENDA:**

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

**5. ADOPTION OF THE MINUTES:**

It was moved and seconded that the following minutes be adopted as circulated:

- Minutes of the Regular Council Meeting held in the Shaw Auditorium, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, on Monday, 2025-FEB-24, at 4:00 p.m.
- Minutes of the Regular Council Meeting held in the Shaw Auditorium, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC on Monday, 2025-MAR-03, at 7:00 p.m.

The motion carried unanimously.

**6. MAYOR'S REPORT:**

Councillor Hemmens provided an updated regarding her participation on a panel named "Effective Engagement for Inclusive and Transparent Governance" during the 2025 Local Government Leadership Academy's annual forum held 2025-MAR-12 to 14, 2025. They noted highlights such as: Nanaimo's efforts to engage with the community during ReImagine Nanaimo, a presentation regarding the role of First Nations in emergency management, the City of Castlegar is working on a municipal price index as opposed to a consumer price index.

Mayor Krog noted that 22 Canadian flags were installed at Maffeo Sutton Park as a display of pride in support of ongoing tariffs issues with the United States and threats to Canadian sovereignty.

**7. COMMITTEE MINUTES:**

The following Committee Minutes were received:

- Minutes of the Design Advisory Panel meeting held in the Boardroom, Service and Resource Centre, 411 Dunsmuir Street, Nanaimo, BC, on Thursday, 2025-JAN-23, at 5:02 p.m.

**8. REPORTS:**

- a. Development Variance Permit Application No. DVP474 - 5515 Godfrey Road

Lisa Brinkman, A/Director, Planning and Development, provided an overview of the report in the agenda package.

Mayor Krog asked if anyone in attendance wished to speak with respect to Development Variance Permit No. DVP474 - 5515 Godfrey Road.

No one in attendance wished to speak with respect to DVP474 - 5515 Godfrey Road.

It was moved and seconded that Council issue Development Variance Permit No. DVP474 which would permit a 2.02m variance to the required lot depth for proposed Lot 1, and a 2.03m variance to the required lot depth for proposed Lot 2 in order to facilitate a proposed two-lot subdivision (SUB01518) at 5515 Godfrey Road. The motion carried unanimously.

b. Home Energy Retrofit Financing Program Bylaw

Lisa Brinkman, A/Director, Planning and Development, provided an overview of the report in the agenda package.

Ting Pan, Manager, Sustainability, participated via Zoom and advised that the City was approved for a \$458,000 grant from the Federation of Canadian Municipalities (FCM) to support a home energy retrofit program and noted that details regarding the launch of the program were included in the agenda package.

It was moved and seconded that “Home Energy Retrofit Financing Program Bylaw 2025 No. 7393” (to initiate the City of Nanaimo’s retrofit financing program), pass first reading. The motion carried unanimously.

It was moved and seconded that “Home Energy Retrofit Financing Program Bylaw 2025 No. 7393”, pass second reading. The motion carried unanimously.

It was moved and seconded that “Home Energy Retrofit Financing Program Bylaw 2025 No. 7393”, pass third reading. The motion carried unanimously.

c. Proposed Telecommunications Facility - 6675 Mary Ellen Drive

Lisa Brinkman, A/Director, Planning and Development, provided an overview of the report in the agenda package.

Delegations:

1. Brian Gregg, President, SitePath Consulting Ltd., participated via Zoom and outlined the steps taken to engage with the community regarding site selection for the proposed tower and noted the need for increased cell service coverage in the area.
2. Edward Hulshof, Associate, Bennet Jones, on behalf of Skyline Private Investment Capital Inc., advised of his client’s opposition to the project due to a lack of consultation and communication, the

proximity of the proposed tower next to a residential property, the height of the tower, and a lack of consideration for alternative sites.

It was moved and seconded that Council direct Staff to provide a letter of concurrence to Innovation, Science, and Economic Development Canada in response to a proposed 31m telecommunications facility at 6675 Mary Ellen Drive. The motion carried.

Opposed: *Councillor Geselbracht*

d. Housing Agreement No. HA12 - 11 Dancer Road

Lisa Brinkman, A/Director, Planning and Development, provided an overview of the report in the agenda package.

It was moved and seconded that “Housing Agreement Bylaw 2025 No. 7394” (to secure the terms and conditions of occupancy for a residential shelter at 11 Dancer Road), pass first reading. The motion carried unanimously.

It was moved and seconded that “Housing Agreement Bylaw 2025 No. 7394”, pass second reading. The motion carried unanimously.

It was moved and seconded that “Housing Agreement Bylaw 2025 No. 7394”, pass third reading, and that Council direct Staff to register a covenant to reinforce the terms of the Housing Agreement prior to bylaw adoption. The motion carried unanimously.

Councillor Perrino joined the meeting electronically at 7:27 p.m.

Councillor Brown disconnected from the meeting at 7:28 p.m.

**9. BYLAWS:**

a. “Council Procedure Bylaw Amendment Bylaw 2025 No. 7272.05”

It was moved and seconded that Council defer the adoption of “Council Procedure Bylaw Amendment Bylaw 2025 No. 7272.05” to the 2025-APR-07 Regular Council Meeting. The motion carried.

Opposed: *Mayor Krog*

b. “Respectful Spaces Amendment Bylaw 2025 No. 7381.01”

It was moved and seconded that Council defer the adoption of “Respectful Spaces Amendment Bylaw 2025 No. 7381.01” to the 2025-APR-07 Regular Council Meeting. The motion carried.

Opposed: *Mayor Krog*

**10. CORRESPONDENCE:**

- a. British Columbia Conservation Foundation Request for Letter of Support re: Grant Application to EcoAction Stream 1: Community-led Freshwater Action Across Canada

It was moved and seconded that the Mayor, on behalf of Council, provide a letter of support to British Columbia Conservation Foundation, for their grant application to EcoAction Stream 1: Community-led Freshwater Action Across Canada. The motion carried unanimously.

- b. Art Action Earwig Request for Letter of Support re: Grant Application to Canada Council for the Arts in Support of Pulling To Gather 2025-2026

It was moved and seconded that the Mayor, on behalf of Council, provide a letter of support to Art Action Earwig, for their grant application to Canada Council for the Arts in Support of Pulling To Gather 2025-2026. The motion carried unanimously.

**11. NOTICE OF MOTION:**

- a. Councillor Manly Notice of Motion re: City of Nanaimo and Regional District of Nanaimo Synergism re: Public Works Yard Upgrades

Councillor Manly advised that he would be bringing forward the following notice of motion for consideration at a future Council Meeting:

“That Council direct Staff to explore, as part of the City of Nanaimo’s process to update the facilities at the Public Works Yard located at 2020 Labieux Road, synergies between the needs of the Regional District of Nanaimo (RDN) and the City of Nanaimo, and report back to Council on how the Public Works Yard upgrades could assist the RDN with their transit related infrastructure and vehicle maintenance needs while reducing costs for both levels of government.”

- b. Councillor Manly Notice of Motion re: Media’s Usage of Electronic Devices During Meetings

Councillor Manly advised that he would be bringing forward the following notice of motion for consideration at a future Council Meeting:

“That Council direct Staff to prepare a report outlining options for an amendment to “Council Procedure Bylaw 2018 No. 7272” to include a certification process to provide accreditation to media representatives and independent journalists to permit the usage of electronic devices at the City of Nanaimo Council and Committee meetings for journalistic purposes.”

**12. QUESTION PERIOD:**

Council received no questions from the public regarding agenda items.

**13. ADJOURNMENT:**

It was moved and seconded at 7:30 p.m. that the meeting adjourn. The motion carried unanimously.

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MAYOR

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ACTING MAYOR

CERTIFIED CORRECT:

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CORPORATE OFFICER



## MINUTES

### GOVERNANCE AND PRIORITIES COMMITTEE MEETING

Monday, December 9, 2024, 1:00 P.M.  
SHAW AUDITORIUM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC

Members: Councillor J. Perrino, Chair  
Mayor L. Krog  
Councillor S. Armstrong  
Councillor H. Eastmure\*  
Councillor B. Geselbracht  
Councillor E. Hemmens  
Councillor P. Manly\*  
Councillor I. Thorpe

Absent: Councillor T. Brown

Staff: D. Lindsay, Chief Administrative Officer  
L. Mercer, General Manager, Corporate Services  
B. Sims, General Manager, Engineering and Public Works  
S. Gurrie, Director, Legislative Services  
J. Holm, Director, Planning and Development  
J. Rose, Manager, Transportation  
L. Rowett, Manager, Current Planning  
N. Sponaugle, Communications Advisor  
A. Chanakos, Recording Secretary

1. CALL THE MEETING TO ORDER:

The Governance and Priorities Committee Meeting was called to order at 1:00 p.m.

\* Denotes electronic meeting participation as authorized by "Council Procedure Bylaw 2018 No. 7272"

2. INTRODUCTION OF LATE ITEMS:

- (a) Agenda Item 6(a)(1) Nanaimo Parking Review and Bylaw Update – Parking Conditions Report – Remove presenter Caroline Dunaux, Transportation Planner, Urban Systems.
- (b) Agenda Item 6(a)(2) Updating Off-Street Parking Requirements Downtown – Add delegation from Darren Moss.

3. APPROVAL OF THE AGENDA:

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

4. ADOPTION OF THE MINUTES:

It was moved and seconded that the Minutes of the Governance and Priorities Committee Meeting held in the Shaw Auditorium, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, on Monday, 2024-NOV-25, at 1:01 p.m. be adopted. The motion carried unanimously.

5. AGENDA PLANNING:

(a) Upcoming Topics and Initiatives

Sheila Gurrie, Director, Legislative Services, spoke regarding topics and initiatives scheduled for upcoming Governance and Priorities Committee (GPC) meetings.

It was moved and seconded that the Governance and Priorities Committee recommend that Council direct Staff to include a topic to consider the phasing and timing of Design Commercial, including the work fronting Diana Krall Plaza, at a future Governance and Priorities Committee meeting during the first quarter of 2025. The motion carried unanimously.

Committee and Staff discussion took place regarding possible future legislation regarding demolition practices, the time frame and Staff capacity to produce a report on the topic, and consequential effects on permit timelines.

It was moved and seconded that the Governance and Priorities Committee recommend that Council direct Staff, in accordance with Integrated Action Plan item C.1.6.12, to:

- Add the topic of “Demolition and Deconstruction Bylaw” (to increase the diversion of recyclable and re-usable material from landfill) to an upcoming Governance and Priorities Committee agenda before the end of the second quarter of 2025; and,



- Prepare a report regarding existing deconstruction bylaws, key elements of a draft demolition and deconstruction bylaw, challenges and opportunities for regulating deconstruction in Nanaimo, and options for Council to consider prior to proceeding with drafting a "Demolition and Deconstruction Bylaw".

The motion carried.

Opposed: *Councillors Armstrong, Perrino and Thorpe*

6. REPORTS:

(a) Connected Nanaimo:

(1) Nanaimo Parking Review and Bylaw Update - Parking Conditions Report

Introduced by Bill Sims, General Manager, Engineering and Public Works.

Presentation:

1. Dan Casey, Transportation Consultant, Urban Systems, provided a PowerPoint presentation. Highlights included:
  - Targeted outcomes of the parking review include updates to the City's regulatory bylaws around parking, traffic and crossing control
  - Areas of the City Plan that could see the most meaningful impact from parking regulation include sustainable transportation and green mobility, affordable housing and complete streets
  - Within the last year, important legislative changes around housing have occurred at the provincial level, which ultimately affects parking
  - The City's approach to minimum parking requirements is a tiered approach, with more dense, urban areas having lower parking requirements than other areas
  - The City's cash-in-lieu option within the "Off-Street Parking Regulations Bylaw 2018 No. 7266" has not been heavily utilized by the development industry in recent years

Committee discussion took place regarding geographic constraints limiting where the cash-in-lieu option can be utilized.

Dan Casey, Transportation Consultant, Urban Systems, continued the presentation and noted the need to consider the impacts that policy changes may have regarding on-street and public parking.

Committee discussion took place regarding inadequate parking supply in new developments, and the factors in play that limit the amount of surface parking that can be provided.

Dan Casey, Transportation Consultant, Urban Systems, continued the presentation. Highlights included:

- Consideration for reduced parking in other areas of the City outside of Transit Oriented Areas (TOAs)
- Transportation alternatives need to be considered in areas of reduced parking
- Opportunities to provide end-point cycling facilities such as bike lockers and changing facilities
- Reviewed alternatives for public curb space, including green space, travel lanes and delivery access

Committee discussion took place regarding the need for parking management policies to ensure adequate parking provisions are in place throughout the city.

(2) Updating Off-Street Parking Requirements Downtown

Introduced by Bill Sims, General Manager, Engineering and Public Works.

Jamie Rose, Manager, Transportation, noted the following:

- Land use and mobility need to coincide with each other
- The City is trying to encourage less trips with the use of personal vehicles
- Consideration for eliminating parking requirements in primary urban centres
- Consideration for an option that eliminates all parking requirements within the 400m buffer surrounding TOAs

Lainya Rowett, Manager, Current Planning, spoke regarding the new legislation implemented by the Province to reduce parking minimums, and the possible resulting effects.

Jeremy Holm, Director, Planning and Development, spoke regarding servicing considerations related to transportation that are not considered in the new TOA legislation.

Delegations:

1. Michael Bassili, Strong Towns Nanaimo, spoke in support of eliminating parking requirements in the downtown core to better delegate land use, and was in favor of either full-scale elimination of parking or the expansion of TOAs in corridors.
2. Julian West spoke, via Zoom, regarding the car-free housing model, and noted that requiring parking for residential developments forces residents to invest in one mode of transportation, and disincentivizes all other modes of transportation.

Committee discussion took place regarding the cost savings derived from eliminating parking being transferred to the purchaser in the car-free housing model, and the value of more greenspace compared to traditional housing developments.

3. Scott Ebbett spoke, via Zoom, regarding parking changes in New Zealand, including the removal of parking requirements in medium and high-density residential zones and business zones, and the resulting increased density and reduced housing costs.

Committee discussion took place regarding the importance of strong parking management to minimize the effects of eliminating parking minimums, including costs and time limits for curbside parking.

4. Darren Moss spoke in support of eliminating parking requirements downtown, and the importance of ensuring proper transportation alternatives are in place. They also spoke regarding the opportunity to allow more flexible developments to enter the market in response to changes in parking requirements.

Committee discussion took place regarding parking considerations when there are changes in use of a building, and opportunities for creative reduced-parking developments downtown.

Committee and Staff discussion took place:

- Amendments to “Off-Street Parking Regulations Bylaw 2018 No. 7266” would not affect existing commercial buildings, unless there was a change in use that had different parking requirements
- Potentially including an exception to provide minimum parking for buildings that will cater to seniors
- Concern regarding reducing parking; however, support for a trial of the concept downtown
- Potential increased demand for on-street parking following the elimination of parking minimums
- A Public Hearing would be required prior to any amendments to “Off-Street Parking Regulations Bylaw 2018 No. 7266”

It was moved and seconded that the Governance and Priorities Committee recommend that Council direct Staff to amend the “Off-Street Parking Regulations Bylaw 2018 No. 7266” to eliminate all minimum parking requirements for all uses within the Downtown Urban Centre. The motion carried.

Opposed: *Councillor Thorpe*

7. QUESTION PERIOD:

The Committee received no questions from the public regarding agenda items.

8. ADJOURNMENT:

It was moved and seconded at 2:44 p.m. that the meeting adjourn. The motion carried unanimously.

CERTIFIED CORRECT:

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CHAIR

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CORPORATE OFFICER



## MINUTES

### MAYOR'S LEADERS' TABLE MEETING

Friday, December 13, 2024, 8:33 a.m.  
Boardroom, Service and Resource Centre  
411 Dunsmuir Street, Nanaimo, BC

- Present:** Mayor L. Krog, Chair  
Donna Hais, Chair of Board of Nanaimo Port Authority  
Richard Horbachewski, Chief Advancement Officer and AVP  
External Relations, Vancouver Island University  
Bob Moss, Partner, Tectonica Management  
Dave Witty, Past Chair, Nanaimo Airport Commission\*
- Absent:** Erralyn Joseph, Councillor, and Assistant Negotiator, for  
Snuneymuxw First Nation  
Mark Walsh, Secretary-Treasurer, Nanaimo Ladysmith Public  
School District 68
- Staff:** B. Sims, General Manager, Engineering and Public Works  
N. Vracar, Deputy Corporate Officer  
N. Sponaugle, Communications Advisor  
J. Vanderhoef, Recording Secretary

**1. CALL THE MEETING TO ORDER:**

The Mayor's Leaders' Table Meeting was called to order at 8:33 a.m.

**2. INTRODUCTION OF LATE ITEMS:**

- a. Agenda Item 5(a) Verbal Discussion re: Mayor's Leaders' Table – Next Steps - Add PowerPoint presentation.

**3. ADOPTION OF AGENDA:**

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

\* Denotes electronic meeting participation as authorized by "Council Procedure Bylaw 2018 No. 7272"

**4. ADOPTION OF MINUTES:**

Minutes of the Mayor's Leaders' Table Meeting held in the Boardroom, Service and Resource Centre, 411 Dunsmuir Street, Nanaimo, BC, on Friday, 2024-JUN-14, at 8:31 a.m.

**5. AGENDA ITEMS:**

a. Verbal Discussion re: Mayor's Leaders' Table - Next Steps

Bill Sims, General Manager, Engineering and Public Works, provided a PowerPoint presentation. Highlights included:

- Provided a summary of the history of the Mayor's Leaders' Table (the Table) including topics or issues previously considered by the Table
- Reviewed the purpose of the Table as outlined in the Terms of Reference
- There are some overlapping priorities and mandates between the newly formed Nanaimo Prosperity Corporation and the Table
- Requested clarity regarding topics the Table will focus on going forward

Mayor Krog noted a number of capital projects within the community that require provincial support and other topics or initiatives that the Table could promote.

Table discussion took place. Highlights included:

- The impact various members of the Table have had on the community
- The work of Fair Care Alliance has just begun, and they have plans to continue working towards improvements and expansion of the Nanaimo Regional General Hospital
- New agreement underway between the Port of Nanaimo and Snuneymuxw First Nation (SFN)
- Creating a strategic vision for the City of Nanaimo, which will extend through the community of Central Vancouver Island
- The current City Plan is a land use plan and needs to be incorporated into a larger strategic plan
- Recent meeting with Honourable Brenda Bailey, Minister of Finance, regarding opportunities uniquely available to Nanaimo due to the Port Authority, Vancouver Island University (VIU), the airport, a tertiary hospital and other unique services/assets

- The need for a strategic plan that is specifically for Nanaimo and outlines core values and mission statements, then allowing the Nanaimo Prosperity Corporation to bring in the necessary pieces to fill gaps
- Upcoming Healthcare Economic Study will highlight the economic impact of healthcare and having a tertiary hospital in Nanaimo
- The Port of Nanaimo is more accurately described as the Port of Vancouver Island and their strategic plan speaks to: core relationships with local First Nations, carbon footprint, and increasing sustainability/reliability
- The recent provincial promise of a new hospital tower is still only a promise with no action or timeline
- Upcoming meeting with presidents of medical staff associations across Vancouver Island to discuss the needs of patients in their areas
- Expanding conversations to coordinate various strategic plans between organizations such as the City, the Port of Nanaimo, VIU and others, in order to speak to the Province and the Federal Government as Central Vancouver Island (being led by Nanaimo as the central location of the infrastructure pieces)
- Desire to see the expansion plans for the Nanaimo Airport and potential discussions regarding rail on Vancouver Island
- The previous Table came forward with five infrastructure pieces. The Nanaimo Prosperity Corporation is working on items that fit within those pieces, but could use further direction from the Table
- Desire to invite local organizations to present to the Table to identify their top priorities and what they need to be successful
- Opportunities have been missed in the past due to a lack of coordination between organizations and the power that can be achieved by working together as a team
- VIU has the largest number of domestic students in a number of years, but they are seeing a decline in international students and would appreciate support when speaking with the province about the positive impacts international students bring to a community
- VIU is the only university north of the Malahat Highway and there is an opportunity to speak with the province to recognize the potential impact, and benefits, VIU brings to the region and the island
- Consider focusing more on Pacific Rim trade which may provide great opportunities for Nanaimo

- Concern regarding focusing too heavily on the planning and overlooking the bricks and mortar of accomplishing tasks
- Tackling the larger issue around housing/homelessness and addressing economic issues such as challenges attracting new employees
- Focusing on the key tools needed for implementing the strategic plan and potentially needing to reallocate resources
- Changing the terminology from a coordinated strategic plan to a charter
- Nanaimo driving the Provincial and Federal Governments to the table and leading by example for other communities
- Noted the Provincial Government's perspective shift on housing issues as a result of the recent election
- Recent discussion with Honourable Terry Yung, Minister of State for Community Safety and Integrated Services, who is planning to visit Nanaimo soon to gather feedback and learn about opportunities
- The disconnect between the media coverage and the actual number of unhoused residents across Vancouver Island communities
- Moving forward with the concept of a charter by comparing strategic plans (or relevant documents) from various organizations to gain a better understanding of where Nanaimo intersects and what is needed
- The Investing in Canada Infrastructure Program is below its goal within their mandate and may be looking for suitable applications. It was suggested a list of opportunities could be compiled by the Table
- Ensuring fair collaboration and inclusion when reviewing various strategic plans and ensuring no group is left out
- Potentially compiling an electronic list of who will be contacted to present to the Table in the new year and scheduling a longer meeting to accommodate the presentations
- Next steps should include exploring the concept of a charter and reviewing examples

Bill Sims, General Manager, Engineering and Public Works, noted challenges of having too many voices at the table. They suggested inviting the following organizations to present their strategic plans to the Table: VIU, SFN, Nanaimo Prosperity Corporation, Fair Care Alliance, Port of Nanaimo, Nanaimo Airport, the Nanaimo and District Hospital Foundation, and School District 68.



Table discussion took place. Highlights included:

- Potential opportunities to meet with members of the Chamber of Commerce as a point of contact for several other groups
- Suggestion that time be set aside at each meeting to talk about specific actions the City can take to implement actions

Bill Sims, General Manager, Engineering and Public Works, noted that much of the necessary background research has already been collected. He suggested ensuring alignment between the mandates of various organizations and then using that information to draft a cohesive charter.

Table discussion took place regarding a charter providing the City with more strength when addressing the Province.

**6. OTHER BUSINESS:**

The next scheduled meeting of the Mayor's Leaders' Table is currently 2025-FEB-07; however, Staff will provide members with alternative dates due to scheduling conflicts.

**7. ADJOURNMENT:**

It was moved and seconded at 9:42 a.m. that the meeting adjourn. The motion carried unanimously.

  
\_\_\_\_\_  
CHAIR

CERTIFIED CORRECT:

  
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DEPUTY CORPORATE OFFICER



## MINUTES

### ADVISORY COMMITTEE ON ACCESSIBILITY AND INCLUSIVENESS MEETING

Wednesday, January 8, 2025, 4:00 P.M.  
Boardroom, Service and Resource Centre  
411 Dunsmuir Street, Nanaimo, BC

- Members: Councillor H. Eastmure, Chair  
Councillor S. Armstrong\*  
L. Derksen, At Large Member\*  
S. Enns, At Large Member  
R. Harlow, At Large Member\*  
B. Kinrade, At Large Member\*  
J. Maffin, At Large Member\*  
A. Stuart, At Large Member
- Absent: T. Brzovic, At Large Member  
T. Hirasawa, At Large Member  
S. Pump, At Large Member  
S. Roden, At Large Member  
N. Sugiyama, At Large Member
- Staff: B. Sims, General Manager, Engineering and Public Works  
D. Osborne, Director, Parks, Recreation and Culture  
N. Vracar, Deputy Corporate Officer  
D. Burgos, Manager, Corporate Communications and  
Community Relation  
L. Clarkson, Manager, Recreation Services  
J. Rose, Manager, Transportation  
B. Thomas, Assistant Manager, Transportation  
P. Entwistle, Parks Project Coordinator  
M. Koch, Active Transportation Project Specialist  
J. Vanderhoef, Zoom Moderator  
A. Chanakos, Recording Secretary

\* Denotes electronic meeting participation as authorized by "Council Procedure Bylaw 2018 No. 7272"

**1. CALL THE MEETING TO ORDER:**

The Advisory Committee on Accessibility and Inclusiveness Meeting was called to order at 4:00 p.m.

**2. INTRODUCTION OF LATE ITEMS:**

- (a) Add Agenda Item 5(a) Local Community Accessibility Grant.
- (b) Add Agenda Item 5(b) 2024 Annual Report for the Advisory Committee on Accessibility and Inclusiveness.
- (c) Add Agenda Item 7(e) Verbal Update re: Accessibility and Inclusion Events Related to the Luminous Paths: Nanaimo's 150<sup>th</sup> and Beyond.
- (d) Add Agenda Item 7(f) Verbal Update re: Draft Design for the Neck Point Parking Lot Paving Project.
- (e) Reorder Agenda Item 7(a) Transportation 2025 Workplan to precede Agenda Item 6(a) Dr. Adam Hoverman re: Social Prescribing in Nanaimo.

**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 the Minutes of the Advisory Committee on Accessibility and Inclusiveness Meeting held in the Boardroom, Service and Resource Centre, 411 Dunsmuir Street, Nanaimo, BC, on Wednesday, 2024-NOV-13 at 4:00 p.m. be adopted. The motion carried unanimously.

**5. COUNCIL COMMUNICATIONS:**

Nikolina Vracar, Deputy Corporate Officer, advised of the following:

(a) Local Community Accessibility Grant

During the 2024-NOV-18 Regular Council Meeting, Council adopted the following motion:

“That Council provide a letter in support of the City’s application for a Local Community Accessibility Grant to SPARC BC in the amount of \$24,052 for the purchase and installation of seven (7) assistive hearing devices for the wickets at the front counters at all five (5) recreation centres; Beban Pool, Nanaimo Ice Centre, Nanaimo Aquatic Centre, Oliver Woods Community Centre and Bowen Complex.”

(b) 2024 Annual Report for the Advisory Committee on Accessibility and Inclusiveness

During the 2024-DEC-16 Regular Council Meeting, Council adopted the following motion:

“That Council review and accept the Advisory Committee on Accessibility and Inclusiveness 2024 Annual Report.”

**6. REPORTS:**

(a) Transportation 2025 Workplan

Introduced by Jamie Rose, Manager, Transportation.

Madeleine Koch, Active Transportation Project Specialist, spoke regarding the Transportation 2025 Workplan and reviewed active transportation projects that are ongoing, are in the early planning stages, or are planned for construction this year.

Staff requested feedback from the Committee regarding which projects have accessibility and inclusion potential, and which projects are of greater interest for further discussion. Highlights included:

- The importance of the Vision Zero Strategy, and a desire to focus discussions around those with mobility issues navigating between crosswalks
- Under the “Communicating with the Community” project, providing clarification regarding the role the City has in active transportation
- Ensuring buildings provide adequate accessible parking throughout the city
- When preparing the “Vision Zero Strategy” toolkit, considering the lack of access points to move from the road to the sidewalk in a wheelchair or mobility scooter
- Consideration of accessible public parking in private areas
- Improving public transit can remove barriers of isolation
- Increased use of raised crosswalks to slow down vehicle traffic where pedestrians cross the street
- Ensuring the incorporation of curb cuts with accessible parking
- Using the “Pedestrian Unallocated” funds for items such as curb cuts and touchless crosswalk signals
- Desire to provide feedback on the Downtown Transit Hub

## 7. PRESENTATIONS:

### (a) Dr. Adam Hoverman re: Social Prescribing in Nanaimo

Darcie Osborne, Director, Parks, Recreation and Culture, introduced the presentation and noted the following:

- Social Prescribing is an upstream solution for the social detriments of health and social isolation for lonely seniors in the community
- Social Prescribing ties into the Health and Wellness Services section of the City Plan

Dr. Adam Hoverman provided a PowerPoint presentation. Highlights included:

- The importance of including social well-being in overall health
- Non-medical determinants of health are vital to strengthening health systems
- Improved social relationships help reduce mortality rates
- Shared medical appointments have seen a reversal of diabetes in some patient studies
- Nanaimo Family Life's Social Prescribing pilot project has received two years of Shared Care funding to implement Social Prescribing into the community
- An array of activities will be planned for Social Prescribing Day on 2025-MAR-19

Committee discussion took place. Highlights included:

- Social Prescribing is still new to Nanaimo. The goal is to increase the number of link workers and community connectors over time
- Social Prescribing currently focusses on seniors, and any family doctor can write a prescription to connect seniors with a link worker
- Social Prescribing can be accessed without a doctor referral through Nanaimo Family Life Association

## 6. REPORTS (CONTINUED):

### (b) Verbal Update re: Internal Style Guide for Internal and External Communications

Dale Burgos, Manager, Corporate Communications and Community Relation, noted that in October 2024, Staff reviewed the City's Internal Style Guide to look for areas of improvement. It was identified that tone and voice were important to ensure information is communicated in a bias-free way,

including avoiding the use of gender-specific pronouns and using gender-neutral terms for job titles.

(c) Verbal Update re: City Statement on Accessibility, Equity and Inclusion

Dale Burgos, Manager, Corporate Communications and Community Relation, advised the Committee of the proposed City statement on accessibility, equity and inclusion, and noted that the statement will be added to the Accessibility and Inclusion page of the City's website. They also reviewed the Accessibility and Inclusion webpage to identify the key points the page provides.

Committee and Staff discussion took place. Highlights included:

- The statement should be placed at the top of the Accessibility and Inclusion webpage
- Providing an opening statement and a more elaborate description elsewhere in an easy-to-read version
- Plain language standards should be applied to ensure information is readable for as many people as possible
- Consider researching why accessibility, equity and inclusion policies have failed in other locations
- Readability is only one measure of plain language but it has gaps
- The City's IT Department is looking at ways to address accessibility on the City's website in anticipation of future Provincial requirements for improved accessibility

(d) Verbal Update re: Inclusion BC Everybody Belongs Conference

Darcie Osborne, Director, Parks, Recreation and Culture, noted the Inclusion BC Everyone Belongs Conference will take place 2025-JUN-19 to 2025-JUN-21 in Richmond, and is open to anyone wishing to attend. The City hopes to send a Staff member to the conference in order to share their findings with the Committee.

(e) Verbal Update re: Accessibility and Inclusion Events Related to the Luminous Paths: Nanaimo's 150<sup>th</sup> and Beyond

Darcie Osborne, Director, Parks, Recreation and Culture, provided an update, including the following:

- Luminous Paths: Nanaimo's 150<sup>th</sup> and Beyond is an event to celebrate Nanaimo's 150<sup>th</sup> year of incorporation, and the first Council meeting which took place on 1875-JAN-22

- The month-long event opens on 2025-JAN-22 at Maffeo Sutton Park, and will include temporary light-based art installations, live music, roving LED performers, food trucks, and an opportunity to tour the HMCS Nanaimo, a Royal Canadian Navy coastal defense vessel
- Art installations will remain active each day during park operating hours until 2025-FEB-17
- Descriptive audio will be available online for the art installations

(f) Verbal Update re: Draft Design for the Neck Point Parking Lot Paving Project

Introduced by Darcie Osborne, Director, Parks, Recreation and Culture.

Presentation:

1. Pete Entwistle, Parks Project Coordinator, provided a presentation. Highlights included:
  - The proposed design includes a raised crosswalk just before the entrance to the parking stalls
  - The design includes 32 standard stalls, eight small car stalls and three accessible stalls located outside the new washroom building
  - The current design does not include curb cuts at the accessible stalls due to rain gardens outside the washroom
  - The proposed location of the Mobi-Mat is approximately 63 meters from the new crosswalk, and 100 meters from the accessible stalls

Committee and Staff discussion took place. Highlights included:

- Consideration for an aisle between the accessible stalls to ensure easy exit from the sides of mobility vehicles
- The inclusion of curb cuts to avoid individuals with mobility devices having to enter the open parking lot to access the park
- The current proposed location of the Mobi-Mat is far from the accessible stalls; however, the location was chosen as it had the best slope grade, as well as access from a hard trail
- Consideration for installing a walkway through the garden, in lieu of curb cuts
- Installing a walking trail along the outer edge of the parking lot to limit the need to walk through a busy parking lot

- Preference to re-locate the Mobi-Mat to a location closer to the raised crosswalk and picnic tables
- Increasing the size of the small car spaces due to increasing vehicle sizes
- Accessible parking stalls should be located closest to the service individuals want to access, and should be located near the Mobi-Mat and trail access
- Adding a second raised crosswalk near the washrooms, and a yellow-painted pathway through the parking lot to direct pedestrians to safe walking zones at night
- Concerns regarding the size of raised crosswalks and speed bumps and the potential tipping hazards for wheelchairs
- Consideration for converting parking stalls along the garden to angled stalls

**8. QUESTION PERIOD:**

The Committee received two questions from the public regarding agenda items.

Discussion took place regarding the previous accessibility audits performed at City parks and facilities. An update regarding the facilities that have been audited by the Rick Hansen Foundation (RHF) and a list of facilities planned for future audits was provided in the Advisory Committee on Accessibility and Inclusiveness Minutes 2024-SEP-11.

**9. ADJOURNMENT:**

It was moved and seconded at 5:54 p.m. that the meeting adjourn. The motion carried unanimously.

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CHAIR

CERTIFIED CORRECT:

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DEPUTY CORPORATE OFFICER





## MINUTES

### DESIGN ADVISORY PANEL MEETING

Thursday, February 13, 2025, 5:01 p.m.  
Boardroom, Service and Resource Centre,  
411 Dunsmuir Street, Nanaimo, BC

Present: Marie Leduc, Chair \*  
Councillor Eastmure  
Hector Alcalá, AIBC\*  
Johnathan Behnke, BCSLA/CSLA\*  
Angie Boileau, At Large\*  
Marta Kubacki, AIBC  
Harry Law, At Large\*

Staff: L. Rowett, Manager, Current Planning  
P. Carter, Planner, Current Planning\*  
K. Mayes, Planner, Current Planning\*  
A. Bullen, Recording Secretary

#### 1. CALL THE MEETING TO ORDER:

The Design Advisory Panel Meeting was called to order at 5:01 p.m.

#### 2. ADOPTION OF AGENDA:

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

#### 3. CHAIR'S REPORT:

Marie Leduc, Chair, introduced the new Design Advisory Panel member, Marta Kubacki.

#### 4. ADOPTION OF MINUTES:

It was moved and seconded that the Minutes of the Design Advisory Panel meeting held in the Boardroom of the Service and Resource Centre, 411 Dunsmuir Street, Nanaimo, BC, on Thursday, 2025-JAN-23 at 5:02 p.m. be adopted. The motion carried unanimously.

\* Denotes electronic meeting participation as authorized by "Council Procedure Bylaw 2018 No. 7272"

## 5. PRESENTATIONS:

### a. Development Permit Application No. DP001367 - 2453 Labieux Road

Introduced by Kristine Mayes, Planner, Current Planning.

#### Presentations:

1. Matthew Cheng, Principal, Matthew Cheng Architect Inc., introduced the team and presented the neighbourhood context, site characteristics, Schedule D amenities, site plan, form and character, materials, and building elevations and renderings. Highlights included:
  - Seven three-storey, ground-oriented townhouse buildings with 30-units, each with three bedrooms
  - The development is designed in a contemporary West Coast style
  - A five-metre slope from north to south across the site
  - A children's play area and garden spaces for residents
  - Four landmark trees to be retained
  - Two parking spaces per unit in garages, with six units designed with tandem parking
  - Three visitor parking spaces, two of which are accessible
  - Designated long-term and short-term bike parking
  
2. Brad Forth, Landscape Architect, 4 Site Landscape Architecture, presented the landscape plan. Highlights included:
  - A mix of deciduous trees and coniferous trees
  - A centrally located outdoor amenity space, including a timber-frame play structure, seating area, shade tree, and bike parking
  - Small flowering trees planted in front of each unit
  - Permeable and coloured paving at the centre of the site to create a courtyard effect
  - Each unit will have its own divided garden with a walkway leading either to York Crescent or Labieux Road

Marie Leduc, Chair, opened the floor for questions to Staff.

Staff clarified that any development with more than four units will require private onsite garbage pick-up, and the location of the overhead hydro lines will be determined with the applicant during the design stage acceptance for the Building Permit.

Staff provided clarification on a staff design comment regarding incorporating sections of organic (informal) landscaping into the site design.

Panel discussion took place. Highlights included:

- Clarification that all units are fenced and there is not enough space to park a car in the unit's driveway
- Some units appear to share a front porch, and the ground-floor patios may lack privacy
- Tandem parking spaces could potentially cause parking issues
- A suggestion to enhance the pedestrian network around the site
- Concerns regarding the number of trees being removed
- Suggestions to add detailing or glazing to the garage doors
- A suggestion to incorporate one-way traffic to allow for a pedestrian walkway
- The timber play area should be fenced, with additional evergreen trees added to the site
- A suggestion to add more windows to the end walls of the buildings
- Clarification regarding green screens and a suggestion to incorporate them into the design
- Comment to add individual bicycle racks to accommodate various styles of bicycles
- Clarification regarding the grade shift through the centre of the site
- Absence of weather protection on the balconies
- A concern regarding the variety of window sizes and styles, with a suggestion to simplify the design
- Potential issues with the proximity of the garbage enclosure to the visitor parking spaces

It was moved and seconded that Development Permit Application No. DP001367 - 2453 Labieux Road be accepted as presented. The following recommendations were provided:

- Consider adding a pedestrian route from Buildings B and D to the streets, and possibly to the playground
- Consider implementing one-way traffic through the site to allow for pedestrian paths and/or marking the pedestrian paths with different paving
- Consider retaining as many of the original trees as possible
- Consider adding more evergreen trees for better screening
- Consider adding a fence around the play area
- Consider adding detail and/or glazing to the garage doors
- Consider ways to make the outdoor patio spaces more private
- Consider replacing the pronounced grid feature on the facades with a different textured siding
- Consider using fewer window styles
- Consider adding windows and/or different textured siding to the end walls of each building

- Consider ways to add more parking or eliminate the tandem parking
- Consider adding more visitor parking and relocating it away from the garbage enclosure
- Consider adding a bicycle rack that can accommodate different styles of bicycles

The motion carried unanimously.

b. Development Permit Application No. DP001370 - 200 Tenth Street

Introduced by Payton Carter, Planner, Current Planning.

Presentations:

1. Patrick Brandreth, Vice President, Island West Coast Developments Ltd., and ownership representative for the project, provided an overview of the project's history and introduced the team.
2. Homayoun Rad, Architect, Aplin & Martin Consultants Ltd., presented the site location, form and character, perspectives, and building renderings and elevations. Highlights included:
  - The proposed site location is zoned industrial
  - A canopy is proposed at the front of the building
  - A variety of external materials will be used in the design
3. Chris Windjack, Landscape Architect, LADR Landscape Architects Inc., provided an overview of the landscape plan. Highlights included:
  - The flat area on the west side of the site has been expanded
  - The southwestern area features a rain garden and swale, incorporating a mix of native shrubs and ferns
  - The berm at the north end of the site has been retained
  - Additional trees will be planted to create screening

Marie Leduc, Chair, opened the floor for questions to Staff.

Staff clarified that the trail is covenanted and that the design standards for the multi-use path will be determined during the design stage acceptance and through the Building Permit process.

Staff clarified the amenities in Applegreen Park. Currently, there is vacant land with the intention to develop a trail system that will connect the community to the neighbourhood centre.

Panel discussion took place. Highlights included:

- Concerns were raised regarding the urban heat island effect, with a recommendation to add green roofs or solar panels to mitigate the impact
- A suggestion to add more landscape islands in the parking area and to include an outdoor amenity area for employees
- Clarification regarding the height and material of the chain link fence
- A suggestion to add more windows to the warehouse portion of the building
- Clarification regarding the layout of the site and the truck movements around the site
- A comment regarding the use of wooden fences instead of chain links to add more natural elements to the design
- A suggestion regarding adding bird-friendly glazing to the windows
- Clarification regarding the widths of the driveway, with staff confirming that six metres is the minimum width required for fire access
- A comment regarding the need for adequate screening between the development and the north-side properties to reduce light and noise

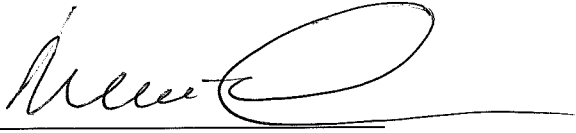
It was moved and seconded that Development Permit Application No. DP001370 - 200 Tenth Street be accepted as presented. The following recommendations were provided:

- Ensure that the screening along the north side of the property reduces the visual impact of headlights and sound on neighbouring properties
- Consider adding a green roof and/or solar panels to reduce the heat impacts on the site
- Consider adding electric vehicle chargers
- Consider some landscape islands in the parking area
- Consider adding an outdoor amenity area for staff
- Consider using a black chain link fence along the north and west sides of the property
- Consider adding clerestory windows on the warehouse portion of the building

The motion carried unanimously.

**6. ADJOURNMENT:**

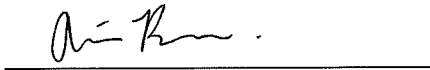
It was moved and seconded at 6:47 p.m. that the meeting adjourn. The motion carried unanimously.



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CHAIR

CERTIFIED CORRECT:



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RECORDING SECRETARY



## MINUTES

### FINANCE AND AUDIT COMMITTEE MEETING

Wednesday, February 19, 2025, 9:00 A.M.  
Shaw Auditorium, Vancouver Island Conference Centre  
80 Commercial Street, Nanaimo, BC

**Members:**

Mayor L. Krog, Chair  
Councillor T. Brown (vacated at 10:36 a.m.)  
Councillor H. Eastmure  
Councillor B. Geselbracht (arrived at 9:10 a.m.)  
Councillor E. Hemmens  
Councillor P. Manly  
Councillor J. Perrino  
Councillor I. Thorpe

**Absent:**

Councillor S. Armstrong

**Staff:**

D. Lindsay, Chief Administrative Officer  
R. Harding, General Manager, Community Services/Deputy Chief Administrative Officer\*  
L. Mercer, General Manager, Corporate Services  
B. Sims, General Manager, Engineering and Public Works  
T. Doyle, Fire Chief  
G. Whiting, Deputy Fire Chief  
A. Groot, Director, Police Services  
W. Fulla, Director, Finance  
J. Holm, Director, Planning and Development  
D. Osborne, Director, Parks, Recreation and Culture  
N. Vracar, Deputy Corporate Officer  
A. Breen, Manager, Culture and Special Events  
P. Stewart, Manager, Engineering Projects  
J. Knight, Capital Project Management Specialist  
J. B. Sine, Recreation Coordinator – Cultural Services  
N. Sponaugle, Communications Advisor  
K. Lundgren, Recording Secretary

\* Denotes electronic meeting participation as authorized by "Council Procedure Bylaw 2018 No. 7272"

**1. CALL THE MEETING TO ORDER:**

The Finance and Audit Committee Meeting was called to order at 9:00 a.m.

**2. ADOPTION OF AGENDA:**

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

**3. ADOPTION OF MINUTES:**

It was moved and seconded that the following Minutes be adopted as circulated:

- Minutes of the Special Finance and Audit Committee Meeting held in the Shaw Auditorium, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, on Wednesday, 2024-NOV-27 at 9:00 a.m.
- Minutes of the Special Finance and Audit Committee Meeting held in the Shaw Auditorium, Vancouver Island Conference Centre, at 80 Commercial Street, Nanaimo, BC, on Wednesday, 2024-DEC-04 at 9:00 a.m.
- Minutes of the Special Finance and Audit Committee Meeting held in the Shaw Auditorium, Vancouver Island Conference Centre, at 80 Commercial Street, Nanaimo, BC, on Friday, 2024-DEC-06 at 9:00 a.m.
- Minutes of the Finance and Audit Committee Meeting held in the Shaw Auditorium, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, on Wednesday, 2024-DEC-11 at 9:01 a.m.

The motion carried unanimously.

**4. REPORTS:**

(a) Commercial Street Project

Introduced by Bill Sims, General Manager, Engineering and Public Works.

Presentation:

1. James Knight, Capital Project Management Specialist, provided an on screen presentation included in the agenda package and advised the following:
  - If the Harbour Front Parkade membrane is left unreplaced it will continue to deteriorate which may cause structural damage
  - Staff are proposing an updated phasing plan for the Commercial Street Project (the Project)



- Implementing the Albert Street to Terminal Avenue phase next would better align with the Downtown Transit Exchange Project and would help address the issue of construction fatigue for downtown businesses on Commercial Street

Committee and Staff discussion took place. Highlights included:

- Currently there is minimal damage from the leaking membrane in the Harbour Front Parkade; however, the longer it is left, the greater potential for damage

Councillor Geselbracht entered the Shaw Auditorium at 9:10 a.m.

- Concern for businesses on Victoria Crescent with both the Albert Street to Terminal Avenue phase of the Commercial Street Project and the Downtown Transit Exchange Project impacting that area
- Development of the former Jean Burns site at 6 Commercial Street
- Potential to strategize breaks in construction schedules during summer and Christmas seasons
- The Project attempts to retain existing trees; however, many trees need to be removed due to the orientation of the street and due to roots heaving the sidewalk

Delegations:

1. Virginia Coverdale, Owner, My Undies, spoke regarding construction fatigue for downtown Nanaimo business owners with both the Terminal Avenue Upgrades Project and the current phase of the Commercial Street Project taking place over a two-year period. The delegation expressed support for the project; however, shared financial concerns experienced by the businesses and requested a two-year break from the construction to provide some relief and a chance to recover.
2. Steven Johns, Vice-Chair, Downtown Nanaimo Business Association (DNBA), expressed the state of fatigue for downtown businesses noting that the appearance of construction deters customers. The delegation noted that DNBA supports the proposed next phase of construction being Albert Street to Terminal Avenue; however, requested a more aggressive timeline for subsequent phases to allow for the majority of the downtown core to be completed by 2028.

Committee and Staff discussion took place. Highlights included:

- The Committee has received mixed feedback from businesses regarding preferred timing for the Project
- The recommended timing for the phasing is subject to funding availability
- The Committee's endorsement for the proposed phasing would provide a framework for the five-year capital plan; however, approval from Council during budget discussions would still be required
- Mitigating the risk of underground voids
- The Project is driven by the goal to enhance the public space, and takes advantage of the opportunity to replace the underground infrastructure while the surface work is being done to avoid having to replace it later
- There is no pressure to complete the Project other than the Harbour Front Parkade membrane

It was moved and seconded that the Finance and Audit Committee recommend that Council endorse the Design Commercial Phasing Plan with the following phases moved from 2027/2028 to 2028/2029:

- Harbour Front Parkade Membrane Replacement;
- Diana Krall Plaza Improvements;
- Design Commercial – Diana Krall Plaza;

And, that an option for the Terminal Avenue to Skinner Street phase be considered to be moved to 2028/2029 as well.

The motion was defeated.

Opposed: *Mayor Krog and Councillors Geselbracht, Hemmens, Manly, Perrino, and Thorpe*

Committee discussion took place regarding the City's responsibility to consult with the downtown business community regarding the Project phasing.

It was moved and seconded that the Finance and Audit Committee recommend that Council endorse the Design Commercial Phasing Plan for consideration during the 2026 – 2030 Financial Plan deliberations. The motion carried.

Opposed: *Councillor Eastmure*

Councillor Brown vacated the Shaw Auditorium at 10:36 a.m.

The Finance and Audit Committee recessed the meeting at 10:36 a.m.

The Finance and Audit Committee reconvened the meeting at 10:52 a.m.

(b) Community Resiliency Investment Program (FireSmart Community Funding and Supports Program)

Introduced by Tim Doyle, Fire Chief.

Geoff Whiting, Deputy Fire Chief, spoke regarding the allocation of funding from the 2024 Community Resiliency Investment Grant, and the proposed allocation for the 2025 grant funding.

It was moved and seconded that the Finance and Audit Committee recommend that Council support the City of Nanaimo's application to the Union of BC Municipalities for the Community Resiliency Investment Program (FireSmart Community Funding and Supports Program) and if successful the 2025-2029 Financial Plan be amended to include this grant. The motion carried unanimously.

(c) Nanaimo Restorative Justice Program Funding

Introduced by Art Groot, Director, Police Services.

It was moved and seconded that the Finance and Audit Committee recommend that Council:

1. Approve a 5-year annual operating grant to the Restorative Justice Program for the term covering January 1, 2025 to December 31, 2029 based on \$150,000 for 2025; and,
2. Add a 2% annual increase for 2026 to 2029.

The motion carried unanimously.

(d) 2025 Culture Project Grant Additional Allocation

Introduced by Darcie Osborne, Director, Parks, Recreation and Culture.

It was moved and seconded that the Finance and Audit Committee recommend that Council approve the addition of Crimson Coast Dance Society to the list of 2025 Culture & Event Grant standby organizations, and Project Grant reallocation as follows:

- Applicant Name: Crimson Coast Dance Society
  - Recommended: \$3,476
- Applicant Name: Vancouver Island Symphony
  - Recommended: \$965

The motion carried unanimously.

(e) Heritage Façade Grant - 437 Fitzwilliam Street

Introduced by Jeremy Holm, Director, Planning and Development.

Committee discussion took place regarding the heritage conservation covenant that would be registered on the title of the property.

It was moved and seconded that the Finance and Audit Committee recommend that Council approve a \$8,137.50 Heritage Façade Grant for the Rawlinson & Glaholm Grocers building located at 437 Fitzwilliam Street to repaint the building's exterior. The motion carried unanimously.

(f) Heritage Home Grant - 469 Milton Street

Introduced by Jeremy Holm, Director, Planning and Development.

It was moved and seconded that the Finance and Audit Committee recommend that Council approve a \$2,500 Heritage Home Grant to update the exterior cladding and replace the roof's gutter system of the Milton Street Bungalow at 469 Milton Street. The motion carried unanimously.

(g) Security Checks and Other Grants Policy Update

Introduced by Laura Mercer, General Manager, Corporate Services.

It was moved and seconded that the Finance and Audit Committee recommend that Council approve the revised Security Checks and Other Grants Policy as outlined in the Staff report dated 2025-FEB-19. The motion carried unanimously.

(h) Canada Housing Infrastructure Fund

Introduced by Laura Mercer, General Manager, Corporate Services.

It was moved and seconded that the Finance and Audit Committee recommend that Council approve submission of an application to the Canada Housing Infrastructure Fund for funding for the Millstone Trunk North Sewer System Project. The motion carried unanimously.

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(i) UBCM Emergency Support Services Equipment and Training Program Grant Application

Introduced by Laura Mercer, General Manager, Corporate Services.

It was moved and seconded that the Finance and Audit Committee recommend that Council approve the grant application to the UBCM Emergency Support Services Equipment and Training Program for funding for the Nanaimo ESS Group Lodging Supplies regional project and support the City of Nanaimo providing overall grant management as the primary applicant. The motion carried unanimously.

(j) UBCM Emergency Operations Centres Equipment and Training Stream Grant Application

Introduced by Laura Mercer, General Manager, Corporate Services.

It was moved and seconded that the Finance and Audit Committee recommend that Council approve a grant application to the UBCM Emergency Operations Centres Equipment and Training Program for funding for the Nanaimo EOC Equipment Upgrade project and supports the City of Nanaimo providing overall grant management. The motion carried unanimously.

(k) Active Transportation Fund - Capital Project Stream 2025 Grant Application

Introduced by Laura Mercer, General Manager, Corporate Services.

It was moved and seconded that the Finance and Audit Committee recommend that Council:

1. Direct Staff to apply to the Active Transportation Fund – Capital Projects Stream 2025 for funding for the Bowen Road Bike Lane Expansion project; and,
2. With the project being contingent on a successful grant application, approve adding the Bowen Road Bike Lane Expansion project to the 2025 – 2029 Financial Plan at a total cost of \$1,900,000, funded by \$1,140,000 from the Active Transportation Fund – Capital Project Stream and \$760,000 from the Growing Communities Reserve Fund.

The motion carried unanimously.

(l) Quarterly Budget Transfer Report

Laura Mercer, General Manager, Corporate Services, provided an overview of the report in the agenda package.

(m) Quarterly Purchasing Report (Single and Sole Source, Purchases in Excess of \$250,000 and Instances of Exceptions to Trade Agreements)

Laura Mercer, General Manager, Corporate Services, provided an overview of the report in the agenda package.

**5. QUESTION PERIOD:**

The Committee received no questions from the public regarding agenda items.

**6. PROCEDURAL MOTION:**

It was moved and seconded that the meeting be closed to the public in order to deal with agenda items under the *Community Charter*:

Section 90(1) A part of a meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

(c) labour relations or other employee relations; and,

Section 90(2) A part of a meeting must be closed to the public if the subject matter being considered relates to or is one or more of the following:

(d) a matter that, under another enactment, is such that the public must be excluded from the meeting.

The motion carried unanimously.

The Finance and Audit Committee Meeting moved In Camera at 11:11 a.m.

The Finance and Audit Committee Meeting moved out of In Camera at 11:17 a.m.

The Finance and Audit Committee Meeting reconvened the Open Meeting at 11:17 a.m.

**7. ADJOURNMENT:**

It was moved and seconded at 11:17 a.m. that the meeting adjourn. The motion carried unanimously.

CERTIFIED CORRECT:

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CHAIR

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DEPUTY CORPORATE OFFICER



## MINUTES

### DESIGN ADVISORY PANEL MEETING

Thursday, February 27, 2025, 5:00 p.m.  
Boardroom, Service and Resource Centre,  
411 Dunsmuir Street, Nanaimo, BC

Present: Marie Leduc, Chair \*  
Councillor Eastmure  
Jonathan Behnke, BCSLA/CSLA\*  
Marta Kubacki, AIBC  
Romolo (Alex) Messina, At Large\*

Absent: Hector Alcala, AIBC  
Angie Boileau, At Large  
Harry Law, At Large

Staff: L. Rowett, Manager, Current Planning  
C. Horn, Planner, Current Planning\*  
K. Mayes, Planner, Current Planning\*  
A. Bullen, Recording Secretary

**1. CALL THE MEETING TO ORDER:**

The Design Advisory Panel Meeting was called to order at 5:00 p.m.

**2. ADOPTION OF AGENDA:**

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

**3. CHAIR'S REPORT:**

Marie Leduc, Chair, introduced the new Design Advisory Panel member, Romolo (Alex) Messina.

\* Denotes electronic meeting participation as authorized by "Council Procedure Bylaw 2018 No. 7272"

**4. ADOPTION OF MINUTES:**

It was moved and seconded that the Minutes of the Design Advisory Panel meeting held in the Boardroom of the Service and Resource Centre, 411 Dunsmuir Street, Nanaimo, BC, on Thursday, 2025-FEB-13 at 5:01 p.m. be adopted. The motion carried unanimously.

**5. PRESENTATIONS:**

a. Development Permit Application No. DP001366 - 5300 Tanya Drive

Introduced by Caleb Horn, Planner, Current Planning.

Presentation:

1. Kurtis Buick, Development Manager, District Developments Corp, introduced the team and presented the site plan, project data, neighbourhood context, floor plans, building elevations and renderings, external building materials, future site access, landscape plan, and terrain analysis. Highlights included:
  - Proposing 80 fourplex units distributed across 20 buildings on the site
  - A variety of unit types, including one-, two-, and three-bedroom units
  - The site is bordered by a forest, with efforts to preserve as much of the natural woodland as possible
  - The external building materials will include board and batten, shingles, and lap siding
  - A muted color palette reflecting natural earth tones for the buildings
  - A strong emphasis on maintaining a natural environment throughout the development
  - The proposed landscape plan features native groundcovers and trees
  - The site is characterized by significant slopes and a largely rocky terrain
  - A variety of tree species, including Deborah maples, cypresses, and Kousa dogwoods, will be incorporated
  - A proposed seating area will be provided for both residents and the public
  - A pedestrian connection will link the lower units to the sidewalks of the proposed road
  - Clarification regarding the parking rationale, noting that the site's topography limits the possibility of including garages



Marie Leduc, Chair, opened the floor for questions to Staff. No questions were asked.

Panel discussion took place. Highlights included:

- Connect the site to Linley Valley via a trail network
- Comments on the massing of the buildings
- Adjust material finishes for Buildings A, C, and D to create visual breaks between the buildings
- Increase the size or number of windows in Buildings D, E, and F
- A comment to preserve the arbutus grove in the northwest corner of the site
- Incorporate more wood materials into the building design and consider alternative roof materials
- Include permeable pavers in the site design
- Clarification regarding the landscape maintenance plans for the site
- Enhance the pedestrian network around the site and add bike storage facilities
- Comments regarding the location of the amenity space, suggesting it be moved to an area with better visibility and natural surveillance
- Incorporate front porches and additional storage spaces in the units
- Integrate more stone and natural materials into the site and expand the color palette of the buildings
- A suggestion to remove Norway maples from the plant palette and to include more native species overall
- Clarification regarding the perimeter fencing, emphasizing a better transition between the lawn area and the surrounding forest
- A comment to consider the location of the boulders
- A concern regarding potential encroachment into the wetland area and the need for a buffer zone between the property and the protected wetland
- Suggestion to incorporate traffic calming measures to mitigate speeding along the proposed road
- Clarification regarding the proposed refuse area

It was moved and seconded that Development Permit Application No. DP001366 - 5300 Tanya Drive be accepted as presented, with the condition that the applicant returns with a revised landscape plan. The following recommendations were provided:

- Consider ways to connect the development to the Tanya Drive Linley Valley trailhead
- Consider material changes on Buildings A, C, and D to help reduce the mass of the building
- Consider larger windows on Buildings D, E, and F

- Consider retaining the arbutus grove on the northwest corner of the property
- Consider adding more natural wood features to the buildings to reflect the forest site
- Consider matching the colour of the Hardie shingles on the building peaks to the colour of the roof material
- Consider ways to make the transition between the lawn and the forest appear more natural by curving the lawn edge and adding transitional plantings
- Consider adding native species along the forest edge
- Consider removing the Norway maples from the plant palette
- Consider the overall planting palette and focus more on native plants
- Consider using permeable pavers on the parking area and drive aisle
- Consider adding the boulders in more natural arrangements and not in the lawn areas
- Consider adding a pedestrian network through the site and to the street
- Consider adding secure weather-protected bike parking
- Consider a different location for the amenity space
- Consider adding front porches on some of the units
- Consider using stone or natural materials for the retaining walls to match the natural landscape
- Consider adding more variety to the buildings' colour palette
- Consider adding a separation between the property and the protected wetland
- Consider adding storage for the units
- Consider adding traffic calming on the new street
- Consider adding a garbage disposal location to the site plan

The motion carried unanimously.

b. Development Permit Application No. DP001371 – 55, 65, 69, & 73 Prideaux Street

Introduced by Kristine Mayes, Planner, Current Planning.

Presentations:

1. Jackson Low, Architect, Low Hammond Rowe Architects, provided a brief introduction of the project.
2. Selena Kwok, Architect, Low Hammond Rowe Architects, presented the site plan, site sections, building elevations and renderings, and external building materials. Highlights included:

- Proposing 116 affordable rental units with underground parking and a small surface parking area
  - Shared outdoor amenity space with the existing building at 619 Comox Road
  - Garbage enclosure and visitor are parking located at the rear of the building
3. Kate Stefiuk, Landscape Architect, Kinship Design Art Ecology, presented the landscape plan. Highlights included:
- A plant palette combining indigenous and non-indigenous species, featuring deciduous, evergreen, flowering, and fruit-bearing shrubs
  - Layered planting to provide seasonal interest and reduce landscape maintenance
  - A mix of deciduous and coniferous trees
  - A large, shared backyard including a shaded woodland garden and a sunnier, more open area
  - A shared courtyard garden between the existing residential building and the proposed building
  - Private patios with screening and raised planters for ground units
  - The site is enclosed with a black metal picket fence for security and safety

Marie Leduc, Chair, opened the floor for questions to Staff. No questions were asked.

Panel discussion took place. Highlights included:

- Add weather protection and play elements to the outdoor common area
- Clarification that the development is aimed at families and seniors
- Clarification regarding rent pricing for the existing building and the possibility of rent reduction
- Suggestion that accessible parking spaces be included
- Clarification that design stage acceptance will determine if on-street parking can be designated as accessible
- A car share program is being considered
- Use “salmon-safe” materials when incorporating copper detailing
- Add more variation in finishes on the upper floor to distinguish units
- Position a two-bedroom unit at the outer corner of the building and add more two-bedroom units with gated patios on the ground floor
- Add a window at the end of the north corridor if the heat recovery ventilator rooms are removed
- Reconsider the width of the parapet

- Incorporate artwork into the entrance feature, as well as roses or a commemorative plaque about the Karlin Rose Garden

It was moved and seconded that Development Permit Application No. DP001371 – 55, 65, 69, & 73 Prideaux Street be accepted as presented, with support for the proposed variances. The following recommendations were provided:

- Consider adding a space with weather protection in the outdoor common area
- Consider having accessible parking in the visitor parking lot or work with the City to add an on-street accessible parking space in front of the building
- Consider reducing the depth of the parapet height
- Consider having more two-bedroom units on the ground floor with gated patios
- Consider switching Studio A1 with a two-bedroom unit
- Consider adding artwork to the entrance feature
- Consider adding roses or a commemorative plaque about the Karlin Rose Garden
- Consider adding a window at the end of the north corridor if the heat recovery ventilator rooms are removed
- Consider using “salmon-safe” material for the copper detailing
- Consider adding subtle variability in finish on the upper floor to distinguish units from one another

The motion carried unanimously.

**6. ADJOURNMENT:**

It was moved and seconded at 7:20 p.m. that the meeting adjourn. The motion carried unanimously.

  
CHAIR

CERTIFIED CORRECT:

  
RECORDING SECRETARY

Please click the link below to access the 2025-MAR-12 Advisory Committee on Accessibility and Inclusiveness Meeting agenda:

<https://pub-nanaimo.escribemeetings.com/Meeting.aspx?Id=9af853b6-94e9-4506-abfc-cac73039ec80&Agenda=Agenda&lang=English>

Please click the link below to access the 2025-MAR-19 Finance and Audit Committee Meeting agenda:

<https://pub-nanaimo.escribemeetings.com/Meeting.aspx?Id=681f952d-ba77-4d04-a00d-c8f2d1a7eccb&Agenda=Merged&lang=English>

Please click the link below to access the 2025-MAR-24 Governance and Priorities Committee Meeting agenda:

<https://pub-nanaimo.escribemeetings.com/Meeting.aspx?Id=16523da0-ee82-42a9-931b-602284fbc556&Agenda=Agenda&lang=English>

## Delegation Request

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### **Delegation's Information:**

Tod Maffin has requested an appearance before Council.

City: Nanaimo

Province: BC

### **Delegation Details:**

The requested date is 2024-APR-07

The requested meeting is:  
Council

Bringing a presentation: No

Details of the Presentation:

Request for City assistance and flexibility for an event bringing 1000 tourists to Nanaimo.

Through a viral video that I created accidentally, about 1000 American tourists will be visiting our city at the end of April. While city staff have been helpful, I appear to be up against some bureaucracy. The city is requiring me to pay a deposit, take on legal liability, and to purchase event insurance, just so the tourists can have a place at Maffeo Sutton Park to hear from the mayor and to have a "family photo" taken together. I am requesting three minutes of time with the Mayor and council regarding this, both to keep them up-to-date on what's happening that weekend, and to request some flexibility with what will certainly be a large economic benefit to the city.



DATE OF MEETING April 7, 2025  
AUTHORED BY CHRIS SHOLBERG, COMMUNITY/HERITAGE PLANNER  
SUBJECT HERITAGE ALTERATION PERMIT – 35 FRONT STREET

## **OVERVIEW**

### **Purpose of Report**

To present for Council’s consideration, a heritage alteration permit application to allow minor exterior alterations of the Nanaimo Court House building at 35 Front Street.

### **Recommendation**

That Council issue Heritage Alteration Permit No. HAP00031 to allow minor exterior alterations of the Nanaimo Court House building at 35 Front Street.

## **BACKGROUND**

The Nanaimo Court House building at 35 Front Street falls within the Heritage Conservation Area (HCA1), thus a heritage alteration permit is required prior to issuance of a building permit for exterior changes to the building. The Downtown/Fitzwilliam Corridor conservation area is designated HCA1 in *City Plan* for the purpose of protecting Nanaimo’s most significant concentration of built heritage.

### **Heritage Value Statement:**

Built from 1895 to 1896, the Nanaimo Court House is a very striking and superior example of Richardsonian Romanesque architecture, which was favoured for major public buildings of this period. The building features the rough-dressed masonry and prominent round arched openings typical of this style. The picturesque roofline is highlighted with a slate covering and intricate copper ornamentation. A plain 1957 addition at the rear of the building does not actively infringe on the original building’s character. This exceptional building marks the height of the architectural grandeur of the Late Victorian era.

The Nanaimo Court House is significant because of its association with Francis Mawson Rattenbury, British Columbia’s premier institutional architect of the late 19<sup>th</sup> and early 20<sup>th</sup> centuries. Rattenbury also designed the Nelson Court House, the provincial Parliament Buildings, and numerous other residential and institutional buildings. This building, and the Nelson Court House, represented a continuation of Rattenbury’s interest in the picturesque eclecticism of the Late Victorian era.

The Court House’s location on a major street facing the waterfront and its height and substantial mass also make it a very prominent landmark. The Court House is the premier symbol of early provincial government presence in Nanaimo.

The Court House is also significant because of its siting on the lot. The mid-block location was an unusual choice, as most court houses were given a prominent corner location. To increase the formality of the design and the presence of the building, the building is set to the rear of the sloping site. This position allowed for a gracious landscaped plaza at the front.

The building's character-defining features include:

- All the elements of the original Richardsonian Romanesque style as expressed in the monumental scale, symmetrical façade, rough dressed Sandstone exterior bearing walls, granite foundation blocks, corner towers with high bell cast pyramidal roofs, large arched central entry, decorated keystones, slate roof with copper flashing, and ridge ornamentation. Elaborate leaded, stained, and painted glass windows, and a complicated and picturesque roofline.
- All the elements of the 1957 addition as expressed in the simple form and massing, and minimal ornamentation.
- The building's location, within a grouping of historic buildings, on a major street facing the waterfront.
- The spatial configuration of the building and front plaza. ]

## **DISCUSSION**

The BC Ministry of Citizens' Services has applied for a heritage alteration permit to complete a number of minor exterior alterations to the older (1895/96) and newer (1957) portions of the Court House building. These alterations are primarily focused on roof renewal, window replacement, and cornice repairs (as outlined in Attachments B – F).

Proposed alterations to the older portion of the building include the following:

- Due to its poor condition, the existing slate tile roofing will be removed and replaced with new slate tiles that match the original in colour, texture, and pattern.
- The existing stained-glass windows located on the front façade of the Court House will be refurbished to preserve their historical and artistic significance while improving their structural integrity and longevity.
- The existing aluminum-framed windows installed in the 1970s will be replaced with identical wood-framed windows that reflect the original window construction.
- Wood panels previously added to the windows in 1970 will be replaced with copper spandrel panels designed to align with the materials and architectural style of the original construction.
- The building's roof cornices will be thoroughly assessed for any structural damage or deterioration, and if issues are identified, repairs will be undertaken to restore their integrity while maintaining their historical and architectural significance.

Key alterations to the newer portion of the Court House building include the following:

- Replacement of all existing aluminum windows with fibreglass windows designed to replicate the existing windowpane pattern and style.
- Replacement of the existing aluminum doors facing onto Skinner Street with new aluminum doors designed to replicate the existing door style.

- Replacement of the existing concrete ramp and landing at the main entrance door on Skinner Street with an upgraded concrete ramp and landing.

These proposed alterations are generally supported by the City of Nanaimo’s Downtown Heritage Building Design Guidelines, as well as the Federal Government’s *Standards and Guidelines for the Conservation of Historic Places in Canada*.

Staff recommend that Council issue a heritage alteration permit to allow minor alterations of the Nanaimo Court House building at 35 front Street. The proposed alterations are sympathetic to the building’s original architectural style and will not detract from the building’s overall heritage value. |

**SUMMARY POINTS**

- The Nanaimo Court Housing building at 35 Front Street falls within the Downtown Heritage Conservation Area (HCA1), thus a heritage alteration permit is required prior to issuance of a building permit for exterior changes to the building.
- The BC Ministry of Citizens’ Services has applied for a heritage alteration permit in order to complete a number of minor exterior alterations to the Nanaimo Court Housing building, primarily focused on roof renewal, window replacement, and cornice repairs.
- The proposed alterations are sympathetic to the building’s original architectural style and will not detract from the building’s overall heritage value, thus Staff recommend that Council support the proposed heritage alteration permit.

**ATTACHMENTS:**

- ATTACHMENT A: Subject Property Map
- ATTACHMENT B: Proposed Alterations Summary
- ATTACHMENT C: Cover Sheet and General Notes
- ATTACHMENT D: Building Elevations
- ATTACHMENT E: Window and Door Schedules
- ATTACHMENT F: Heritage Window Details |

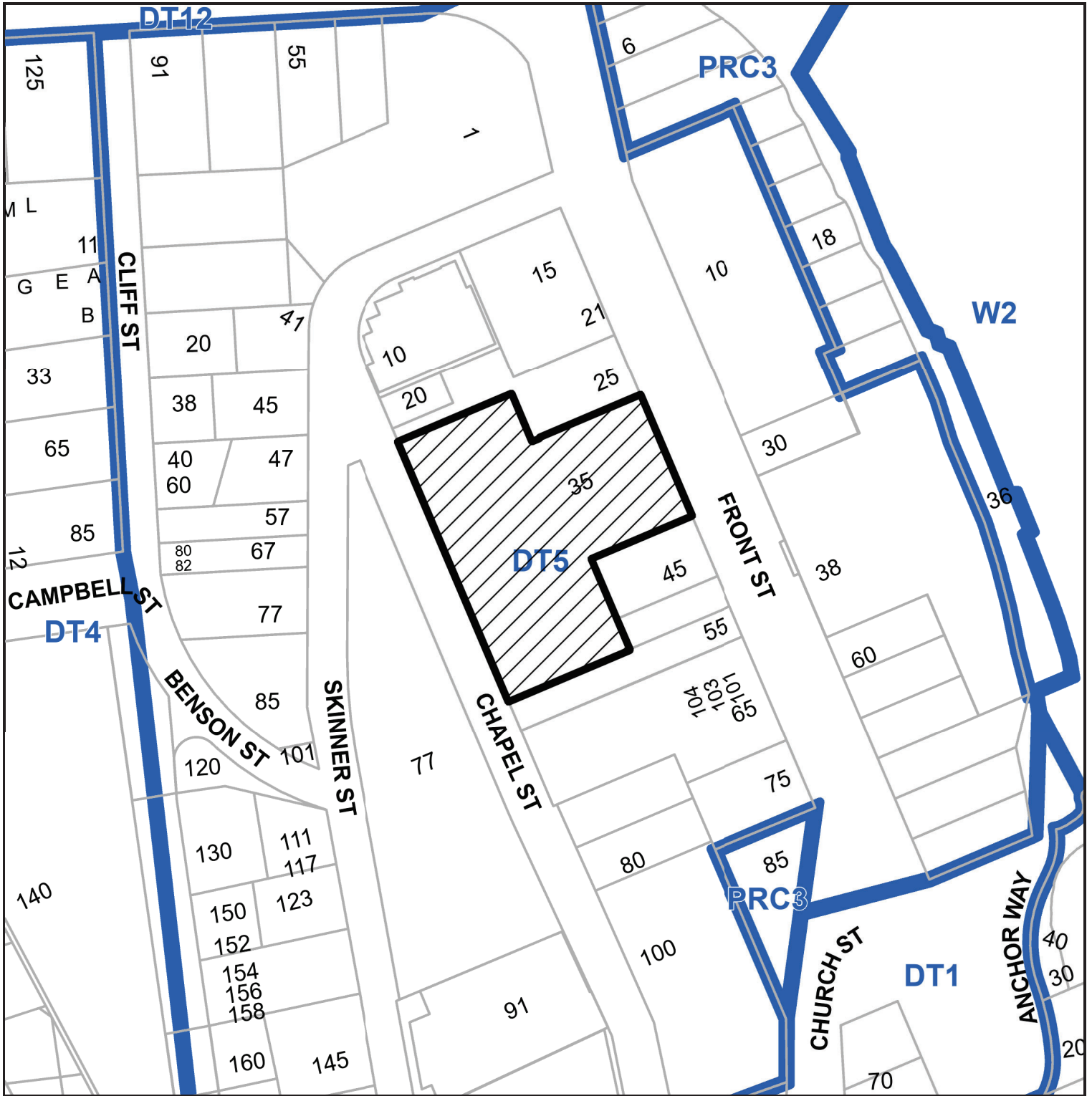
**Submitted by:**

Lisa Brinkman  
Acting Director, Planning & Development |

**Concurrence by:**

Dale Lindsay  
CAO, City of Nanaimo |

# ATTACHMENT A SUBJECT PROPERTY MAP



 35 Front Street

# ATTACHMENT B PROPOSED ALTERATIONS SUMMARY



Engineers

February 21, 2025

Harsh Mehra  
Thibodeau Architecture + Design  
138 West 8th Avenue  
Vancouver BC V5Y 1N2  
[Harsh.mehra@gotad.ca](mailto:Harsh.mehra@gotad.ca)

Dear Harsh,

**RE: Nanaimo Courthouse**  
**Building Rehabilitation Program**  
**35 Front Street, Nanaimo, BC V9R 5J1**

RJC No. NAN.108594.0005

The BC Ministry of Citizen's Services is currently planning to undertake a rehabilitation of the Nanaimo Courthouse building. Following a feasibility study completed in 2022/2023, the proposed scope of work that will impact the heritage portion of the building will primarily involve a roof renewal, window replacement, and cornice repairs.

The purpose of this letter is to outline the proposed alterations to the exterior of the Nanaimo Courthouse and provide detailed information on the planned modifications and their impact on the building's heritage elements.

The proposed alterations have been carefully assessed and designed to align with City of Nanaimo Heritage Building Guidelines, and typical conservation best practices to ensure the architectural character and cultural significance of this landmark is maintained.

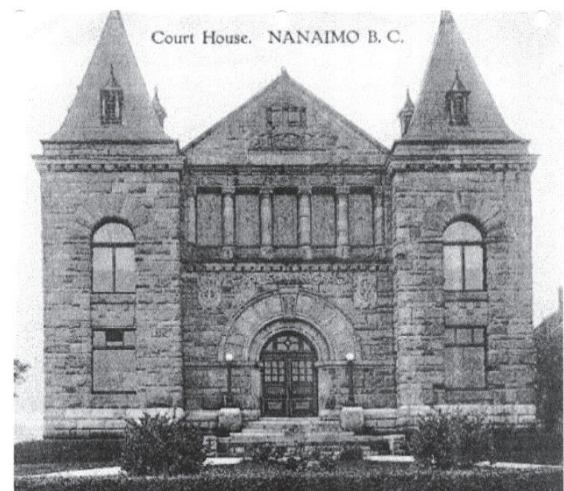


Figure 1 – Archive Photo, Nanaimo Courthouse

## 1.0 Character Defining Elements

The Nanaimo Courthouse was constructed in 1895 and became formally recognized as part of the Community Heritage Register on October 7, 2002, with the recognition authority being the Government on British Columbia. It is listed in the Canadian Register for Canada's Historic Places and is described as a Richardsonian Romanesque style building located in downtown Nanaimo.



The following is a list of the Character Defining Elements as outlined in the Canadian Register for Historic Places:

- *All elements of the original Richardsonian Romanesque style as expressed in the monumental scale*
- *Symmetrical façade*
- *Rough dressed sandstone exterior bearing walls*
- *Granite foundation blocks,*
- *Corner towers with high bellcast pyramidal roofs,*
- *Large arched central entry*
- *Decorated keystones*
- *Slate roof with copper flashing and ridge ornamentation*
- *Elaborate leaded, stained and painted glass windows*
- *Complicated and picturesque roofline*

## 2.0 Proposed Interventions

The following outlines the proposed interventions to the character defining elements as a part of the rehabilitation program. The conservation policies as described in the *Standards and Guidelines for Conservation of Historic Places – The Standards* that align with each intervention have been provided to ensure that the work is completed following best practices to retain the historic elements.

### 2.1 Replacement of the Existing Slate Tile Roof

As part of the proposed restoration project, the existing slate tile roofing will be carefully removed and replaced with new slate tiles that match the original in color, texture, and pattern. The existing roof is in poor condition and at the end of its service life, and full replacement has been determined to be a more long term solution.

The replacement approach will include slate tiles obtained from Glendyne quarry in St. Marc-du-Lac-Long, Quebec, which is determined to be historical authentic for the building. As the roof is being replaced, any deterioration or structural concerns associated with the aging roof materials will be repaired, along with some upgrades to the roof framing to improve seismic performance.

This work will comply with the conservation policy as outlined in the *Standards and Guidelines for Conservation of Historic Places – The Standards*: “Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.”

**RECEIVED**  
**HAP31**  
**2025-FEB-24**  
 Community &  
 Cultural Planning

RJC No. NAN.108594.0005

February 21, 2025



## 2.2 Refurbishment of Stained Glass Windows

As part of the proposed restoration project, the existing stained-glass windows will be carefully refurbished to preserve their historical and artistic significance while improving their structural integrity and longevity. The refurbishment process will involve a detailed assessment of each window to identify any damage, including but not limited to cracked or missing glass pieces, and deteriorated framing materials. Any broken glass will be repaired by qualified stain glass contractor, and the frames painted and re-sealed for reinstating the waterproofing qualities.

This work will comply with the conservation policy as outlined in the Standards and Guidelines for Conservation of Historic Places – The Standards: *“Repair character-defining elements by reinforcing their materials using recognized conservation methods.”*

## 2.3 Replacement of Existing Wood Panels

As per the recommendations in the Nanaimo Heritage Building Design Guidelines, any wood panels that were previously added to the windows will be replaced with copper spandrel panels. These new panels will be carefully designed to align with the materials and architectural style of the original construction, ensuring a historically authentic and cohesive restoration. The colour for this will be selected to match the copper roof (Figure 2).

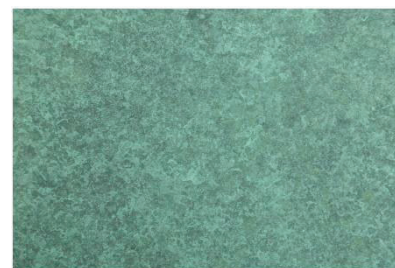


Figure 2 – Proposed Colour for Spandrel Panels between Windows

This work will comply with the conservation policy as outlined in the Standards and Guidelines for Conservation of Historic Places – The Standards: *“Replace missing features from the restoration period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.”*



- SUGGESTED TREATMENTS**
- 1 Remove aluminum windows, replace with wooden replicas with the original mullion configuration
  - 2 Remove vertical wood siding above ground floor windows as part of window replacement
  - 3 Carry out paint layer analysis to determine original window frame finish and colour
  - 4 Preserve and maintain original elements

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Figure 3 – Excerpt from City of Nanaimo’s Heritage Building Design Guidelines



## 2.4 Replacement of Existing Aluminum Framed Windows

In accordance with the Nanaimo Heritage Building Design Guidelines, the existing aluminum-framed windows will be replaced with identical wood-framed windows that reflect the original construction. This upgrade will restore the building's historical authenticity while maintaining architectural consistency.

The new wood frames will be carefully designed to match the profiles of the original windows including key components such as matching any window sash horns present from the original assemblies.

This work will comply with the conservation policy as outlined in the Standards and Guidelines for Conservation of Historic Places – The Standards: *“Replace missing features from the restoration period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.”*

## 2.5 Relocation of Existing Window Vents

As part of the proposed restoration, the existing window vents on the East elevation lower windows will be relocated from the top of the assembly to the bottom. This adjustment is intended to enhance the building's enclosure performance by improving air circulation, reducing condensation risks, and increasing overall energy efficiency.

By repositioning the vent to the lower section of the window assembly, the design will allow for easier occupant use and increased interior comfort through passive ventilation. This modification was reviewed and discussed with the City of Nanaimo Heritage Planner and deemed to be an acceptable modification.

This work will comply with the conservation policy as outlined in the Standards and Guidelines for Conservation of Historic Places – The Standards: *Make any intervention needed to preserve character-defining elements physically and visually compatible with the historic place and identifiable on close inspection. Document any intervention for future reference.*

## 2.6 Repair of Cornices as Needed

As part of the restoration process, the building's cornices will be thoroughly assessed for any structural damage or deterioration. If issues are identified, repairs will be undertaken to restore their integrity while maintaining their historical and architectural significance. The repair process may involve reinforcing or replacing damaged sections using historically appropriate materials and construction techniques.

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February 21, 2025



Nanaimo Courthouse  
Building Rehabilitation  
35 Front Street, Nanaimo, BC V9R 5J1



Where necessary, deteriorated elements will be carefully replicated to match the original design, ensuring consistency in both appearance and craftsmanship. Additionally, protective measures may be implemented to prevent future damage caused by weather exposure or structural stress.

This work will comply with the conservation policy as outlined in the Standards and Guidelines for Conservation of Historic Places – The Standards: *“Evaluate the existing condition of character-defining elements to determine the appropriate intervention needed. Use the gentlest means possible for any intervention. Respect heritage value when undertaking an intervention.”*

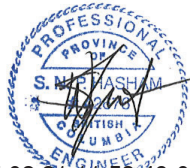
### 3.0 Conclusion

All work will follow the guidelines outlined in the *Standards and Guidelines for the Conservation of Historic Places in Canada*, and the City of Nanaimo’s Heritage Building Design Guidelines, ensuring that the restoration maintains the building’s historical integrity while improving its functionality and longevity.

We trust this information meets your current requirements. Please do not hesitate to contact the undersigned if you have any questions, comments or concerns.

Yours truly,

READ JONES CHRISTOFFERSEN LTD.  
**EGBC Permit to Practice No. 1002503**



2025.02.21 14:58:49-08'00'  
Sameer Hasham, B.A.Sc., P.Eng., CPHD  
Principal

SH/jk

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**2025-FEB-24**  
Community & Cultural Planning

RJC No. NAN.108594.0005

February 21, 2025

# ATTACHMENT C COVER SHEET AND GENERAL NOTES



## NANAIMO COURTHOUSE REHABILITATION 35 FRONT STREET NANAIMO, BC

## ISSUED FOR HERITAGE ALTERATION B.P. 2025-02-10

### PROJECT ADDRESS

35 FRONT STREET,  
NANAIMO, BC  
V9R 5J1

### LEGAL DESCRIPTION

PID: 004-592-131  
LOT 1, SECTION 1, NANAIMO DISTRICT, PLAN 43978  
ZONING: DTS

### PROJECT DESCRIPTION

REHABILITATION OF THE NANAIMO COURTHOUSE BUILDINGS INCLUDING:

- REFURBISHMENT OF THE HERITAGE BUILDING ROOF, GORNICHE AND WINDOWS;
- REPLACEMENT OF WINDOWS, PLUS MAIN ENTRANCE DOORS, STAIRS, AND RAMP OF THE ADDITION BUILDING; AND
- ADDITION OF COOLING AND VENTILATION TO THE HERITAGE BUILDING; AND
- OTHER MECHANICAL, ELECTRICAL AND STRUCTURAL UPGRADES.

### PROJECT TEAM

**CLIENT**  
BC REAL PROPERTY DIVISION  
4000 SEYMOUR PLACE, VICTORIA BC  
V8X 4S7

**PROJECT MANAGER:**  
IAJZ IQBAL  
C: 778.405.1520  
E: IAJZ.IQBAL@GOV.BC.CA

**ARCHITECTURAL CONSULTANT**  
J. ROBERT THIBODEAU ARCHITECTURE + DESIGN INC.  
138 W 8TH AVENUE  
VANCOUVER, BC, V5Y 1N2

**PROJECT DIRECTOR:**  
J. ROBERT THIBODEAU, ARCHITECT AIBC  
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E: JROBERT.THIBODEAU@GOTAD.CA

**PROJECT MANAGER:**  
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**JOB CAPTAIN:**  
PHAEDRA KILPATRICK, AT AIBC  
C: 604.347.7664  
E: PHAEDRA.KILPATRICK@GOTAD.CA

**PROJECT COORDINATOR:**  
BHAGAT S. WARAICH, AT  
P: 778.330.1139 EXT. 2004  
E: BHAGAT.WARAICH@GOTAD.CA

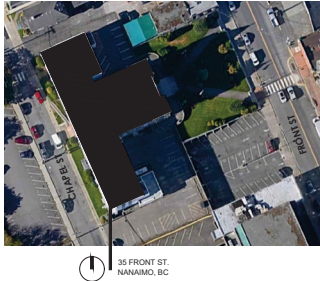
**BUILDING ENVELOPE CONSULTANT**  
READ JONES CHRISTOFFERSEN LTD.  
SUITE #330, 1515 DOUGLAS STREET,  
VICTORIA, BC, V8W-2G4

**BUILDING ENVELOPE CONSULTANT:**  
PETER DIAS, BASC, P.ENG  
P: 778.748.1108  
E: PDIAS@RJIC.CA

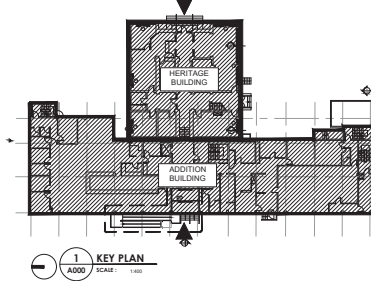
**STRUCTURAL CONSULTANT**  
READ JONES CHRISTOFFERSEN LTD.  
SUITE #330, 1515 DOUGLAS STREET,  
VICTORIA, BC, V8W-2G4

**STRUCTURAL ENGINEER:**  
AARON POST, P.ENG  
P: 778.110.1120  
E: APOST@RJIC.CA

### CONTEXT PLAN



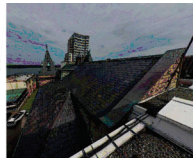
### KEY PLAN



### SITE PHOTOS



GOOGLE EARTH 3-D  
EXISTING HERITAGE ROOF



EXISTING  
HERITAGE ROOF



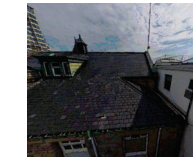
EXISTING  
ADDITION BUILDING ENTRANCE



EXISTING  
HERITAGE- ROOF DORMER



EXISTING  
HERITAGE- NORTH ELEVATION



EXISTING  
HERITAGE & ADDITION ROOF  
CONNECTION

### GENERAL NOTES:

- THE CONTRACTOR SHALL REVIEW EXISTING SITE CONDITIONS AND COMMUNICATE ANY DISCREPANCIES WITH THIS DRAWING TO THE ARCHITECT IN WRITING BEFORE PROCEEDING WITH THE WORK. NO CLAIM WILL BE ENTERTAINED THAT IS BASED ON ANY EXISTING SITE CONDITIONS THAT COULD REASONABLY HAVE BEEN ASCERTAINED BY CAREFUL EXAMINATION OF THE SITE.
- THE CONTRACTOR SHALL VISIT THE SITE AND CAREFULLY EXAMINE ALL EXISTING SURFACES AND CONDITIONS, AND OBTAIN ALL INFORMATION CONCERNING PORTIONS TO BE DEMOLISHED OR PARTIALLY DEMOLISHED. CONTRACTOR SHALL ALSO CHECK AND NOTIFY THE ARCHITECT, IN WRITING, OF ANY DISCREPANCIES WITH THE DIMENSIONS ON THE PLANS. IN NO CASE SHALL DIMENSIONS BE SCALED FROM THIS DRAWING.
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NOT TO CAUSE DAMAGE TO BASE BUILDING SURFACES AND FINISHES, AND SHALL CAREFULLY PROTECT ADJACENT SURFACES AND FURNISHINGS THAT MAY BE SUBJECT TO DAMAGE. ANY DAMAGES CAUSED BY WORK SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE TO THE ARCHITECT'S SATISFACTION.
- CONTRACTOR SHALL PROTECT ELEMENTS TO BE REUSED. ANY ELEMENT DAMAGED DURING REMOVAL OR DEMOLITION WORK SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- BEFORE WORK BEGINS, CONTRACTOR SHALL CONSULT WITH THE FACILITY MANAGER FOR STORAGE OF ELEMENTS THAT ARE TO BE REUSED. ANYTHING DEEMED SALVAGEABLE BY BUILDING OWNER SHALL BE KEPT AND PLACED IN STORAGE.
- ALL NON-REUSABLE ITEMS AND DEMOLISHED MATERIALS SHALL BE REMOVED FROM THE SITE ON A DAILY BASIS AND SENT TO APPROPRIATE RECYCLING OR DISPOSAL FACILITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER PREPARATION OF ALL NEW AND EXISTING SURFACES IN A SATISFACTORY MANNER TO RECEIVE NEW WORK. THIS INCLUDES CLEANING, PRE-TREATMENT, OR DEMOLITION AND REMOVAL OF NECESSARY ITEMS. TOUCH-UP AND/OR REFINISH OF SURFACES DAMAGED BY SUBSEQUENT WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH THE MANUFACTURER'S RECOMMENDED INSTALLATION METHODS.
- ALL TRANSITIONS BETWEEN EXISTING AND NEW WORK MUST BE SMOOTH AND LEVEL.
- SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS.

### CODE ANALYSIS:

- REFER TO BUILDING CODE SUMMARY REPORT PREPARED BY OLSTHOORN ENGINEERING LTD.

### STRUCTURAL

	50% CD REVIEW 2024-10-30	60% CD REVIEW 2024-12-02	50% CD REVIEW 2025-02-04
S100 GENERAL NOTES, METHODOLOGY, AND ASSUMPTIONS			
S101 GENERAL NOTES			
S200 ROOF PLAN			
S201 EXISTING ROOF STRUCTURE PLAN			
S300 ROOF SECTIONS			
<b>HERITAGE</b>			
R-1.1 COVER SHEET AND GENERAL NOTES			
R-1.2 SITE PLAN			
R-2.1 ROOF PLAN			
R-3.1 DETAILS			
R-3.2 DETAILS			

### ARCHITECTURAL

	50% CD REVIEW 2024-10-30	60% CD REVIEW 2024-12-02	50% CD REVIEW 2025-02-04
A000 COVER SHEET & GENERAL NOTES			
A001 WINDOW SCHEDULE - ADDITION			
A002 WINDOW SCHEDULE - HERITAGE			
A002 DOOR SCHEDULE			
A100 FLOOR PLAN - BASEMENT			
A101 FLOOR PLAN - FIRST FLOOR			
A102 FLOOR PLAN - SECOND FLOOR			
A103 FLOOR PLAN - THIRD FLOOR			
A104 ENLARGED DEMOLITION PLAN - ENTRANCE STAIRS & RAMP			
A105 ENLARGED CONSTRUCTION PLAN - ENTRANCE STAIRS & RAMP			
A106 RAMP & STAIR SECTIONS			
A200 REFLECTED CEILING PLAN - BASEMENT			
A201 REFLECTED CEILING PLAN - FIRST FLOOR			
A202 REFLECTED CEILING PLAN - SECOND FLOOR			
A203 REFLECTED CEILING PLAN - THIRD FLOOR			
A300 BUILDING ELEVATIONS			
A500 WINDOW DETAILS			
<b>ELECTRICAL</b>			
E001 COVER SHEET & LEGEND			
E100 ELECTRICAL SITE PLAN			
E201 FIRE EXISTING BASEMENT			
E202 FIRE EXISTING MAIN FLOOR			
E203 FIRE EXISTING 2ND FLOOR			
E204 FIRE EXISTING 3RD FLOOR			
E210 LIGHTING EXISTING BASEMENT			
E211 LIGHTING EXISTING MAIN FLOOR			
E212 LIGHTING EXISTING 2ND FLOOR			
E213 LIGHTING EXISTING 3RD FLOOR			
E220 POWER EXISTING BASEMENT			
E221 POWER EXISTING MAIN FLOOR			
E222 POWER EXISTING 2ND FLOOR			
E223 POWER EXISTING 3RD FLOOR & ROOF			
E301 FIRE ALARM NEW BASEMENT PLAN			
E302 FIRE ALARM NEW MAIN FLOOR PLAN			
E303 FIRE ALARM NEW 2ND FLOOR PLAN			
E304 FIRE ALARM NEW 3RD FLOOR PLAN			
E310 LIGHTING NEW BASEMENT PLAN			
E311 LIGHTING NEW MAIN FLOOR PLAN			
E312 LIGHTING NEW 2ND FLOOR PLAN			
E313 LIGHTING NEW 3RD FLOOR PLAN			
E320 POWER NEW BASEMENT PLAN			
E321 POWER NEW MAIN FLOOR PLAN			
E322 POWER NEW 2ND FLOOR PLAN			
E323 POWER NEW 3RD FLOOR PLAN			
E400 ELECTRICAL SINGLE LINE DIAGRAM			
E500 ENLARGED ELECTRICAL ROOMPLANS			
E501 ELECTRICAL DETAILS			
E600 ELECTRICAL SCHEDULES 1			
E601 ELECTRICAL SCHEDULES 1			
E602 ELECTRICAL SCHEDULES 1			
E603 ELECTRICAL SCHEDULES 1			
<b>MECHANICAL</b>			
M100 MECHANICAL COVER SHEET			
M100 CONTROLS- BASEMENT FLOOR PLAN			
M101 CONTROLS- FIRST FLOOR PLAN			
M102 CONTROLS- SECOND FLOOR PLAN			
M103 CONTROLS- THIRD FLOOR PLAN			
M104 MECHANICAL ROOMS DEMOLITION & CONSTRUCTION PLAN			
M105 MECHANICAL ROOFS DEMOLITION & CONSTRUCTION & SCHEMATIC			
M106 MECHANICAL- DETAILS			



Rev	Date	Description	Rev
1	2025-02-04	ISSUED FOR HERITAGE ALTERATION B.P.	
2	2025-02-04	ISSUED FOR REVISED CD	
3	2025-02-04	ISSUED FOR REVISED CD	
4	2025-02-04	ISSUED FOR REVISED CD	

By issuing to the project a permit, Thibodeau Architecture + Design, a member of the RJC Group, warrants that the information on the permit is true and correct to the best of our knowledge and belief.

BC-1353/ON-194984  
NANAIMO COURTHOUSE REHABILITATION  
35 FRONT STREET,  
NANAIMO BC- V9R 5J1

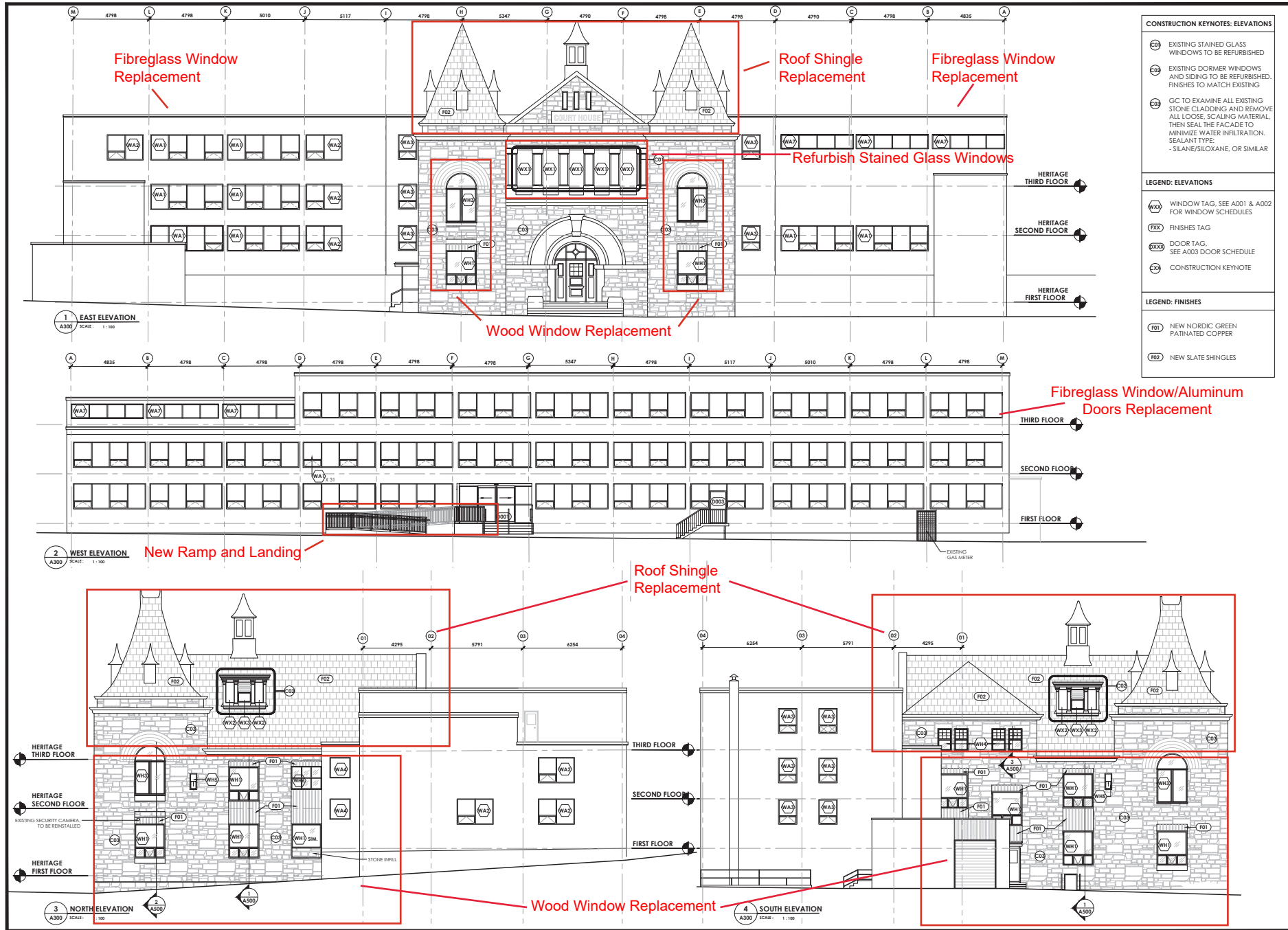


project number: BC-1353

sheet title: COVER SHEET & GENERAL NOTES

date: 24-08-24  
scale: AS SHOWN  
sheet number: A000  
revision: 8/1  
rev. no.: 01

# ATTACHMENT D BUILDING ELEVATIONS



**CONSTRUCTION KEYNOTES: ELEVATIONS**

- ⊙03 EXISTING STAINED GLASS WINDOWS TO BE REFURBISHED
- ⊙04 EXISTING DORMER WINDOWS AND SIDING TO BE REFURBISHED. FINISHES TO MATCH EXISTING
- ⊙05 GC TO EXAMINE ALL EXISTING STONE CLADDING AND REMOVE ALL LOOSE SCALING MATERIAL, THEN SEAL THE FACADE TO MINIMIZE WATER INFILTRATION. SEALANT TYPE: -SILOANE/SILOXANE, OR SIMILAR

**LEGEND: ELEVATIONS**

- ⊙WX WINDOW TAG. SEE A001 & A002 FOR WINDOW SCHEDULES
- ⊙TX FINISHES TAG
- ⊙DX DOOR TAG. SEE A003 DOOR SCHEDULE
- ⊙C CONSTRUCTION KEYNOTE

**LEGEND: FINISHES**

- ⊙F01 NEW NORDIC GREEN PATINATED COPPER
- ⊙F02 NEW SLATE SHINGLES

architect  
**THIBODEAU ARCHITECTURE-DESIGN**

consultant team  
**OC3 ENGINEERING**  
**m3**  
**rjc**  
**agile**

4 10-FEB-26 ISSUED FOR HERITAGE BY D  
3 25-FEB-24 ISSUED FOR NRS CD C  
2 24-DEC-24 ISSUED FOR NRS CD B  
1 14-DEC-24 ISSUED FOR NRS CD A

Issue Description Rev

Issued by Heritage Permit

PROJECT NUMBER: BC-1353

PROJECT TITLE: BUILDING ELEVATIONS

DATE: 26-09-24

AS SHOWN: A300

PREPARED BY: BJB

REVISED: 01

BC-1353/ON-194984  
**NANAIMO COURTHOUSE REHABILITATION**  
35 FRONT STREET,  
NANAIMO BC, V9R 5J1

Issued by Heritage Permit

PROJECT NUMBER: BC-1353

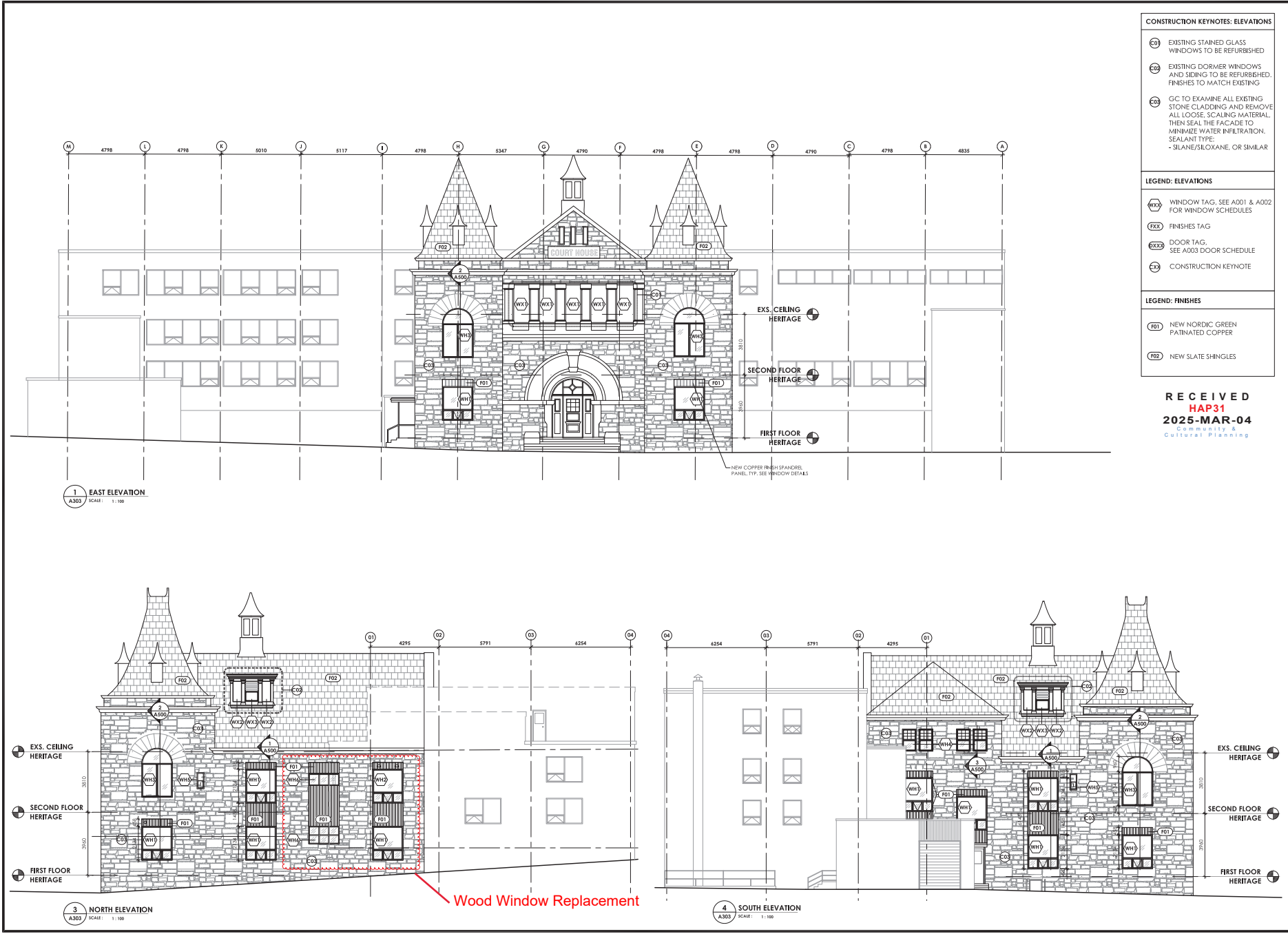
PROJECT TITLE: BUILDING ELEVATIONS

DATE: 26-09-24

AS SHOWN: A300

PREPARED BY: BJB

REVISED: 01



- CONSTRUCTION KEYNOTES: ELEVATIONS**
- CO1 EXISTING STAINED GLASS WINDOWS TO BE REFURBISHED
  - CO2 EXISTING DORMER WINDOWS AND SIDING TO BE REFURBISHED. FINISHES TO MATCH EXISTING
  - CO3 GC TO EXAMINE ALL EXISTING STONE CLADDING AND REMOVE ALL LOOSE SCALING MATERIAL, THEN SEAL THE FACADE TO MINIMIZE WATER INFILTRATION. SEALANT TYPE: - SILANE/SILOXANE, OR SIMILAR
- LEGEND: ELEVATIONS**
- WX WINDOW TAG. SEE A001 & A002 FOR WINDOW SCHEDULES
  - DX FINISHES TAG
  - DO DOOR TAG. SEE A003 DOOR SCHEDULE
  - EX CONSTRUCTION KEYNOTE
- LEGEND: FINISHES**
- FO1 NEW NORDIC GREEN PATINATED COPPER
  - FO2 NEW SLATE SHINGLES

**THIBODEAU ARCHITECTURE-DESIGN**

**OC3 ENGINEERING**

**m3 MECHANICAL CONSULTANTS**

**rjc Creative Thinking Practical Results**  
Read, Jones Christoffersen Ltd.

**agile**

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**IBC-1353/ON-194984 NANAIMO COURTHOUSE REHABILITATION**  
35 FRONT STREET,  
NANAIMO BC - V9R 5J1

PROJECT NUMBER: IBC-1353  
PROJECT TITLE: HERITAGE BUILDING ELEVATIONS - CONSTRUCTION  
DATE: 24-08-24  
DRAWN BY: AS SHOWN  
CHECKED BY: BJB  
PROJECT NO.: A303  
REV NO.: 01

IBC-1353/ON-194984\_Nanaimo\_Courthouse\_Rehabilitation\_Current11\_CAD\_IBC-1353\_Nanaimo-CH\_Draft\_2024-08-24.dwg  
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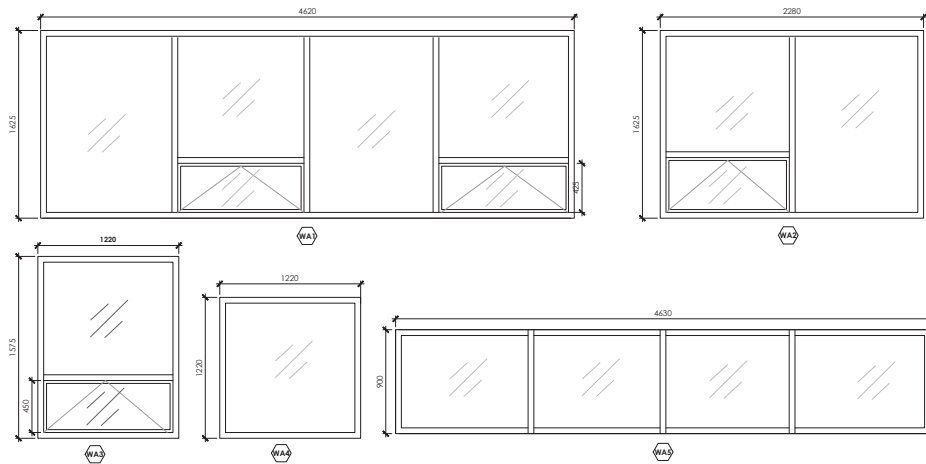
# ATTACHMENT E WINDOW AND DOOR SCHEDULES

WINDOW SCHEDULE - ADDITION								
	TYPE	DIMENSIONS		GLASS TYPE	MATERIALS	FINISH	QUANTITY	NOTES
		WIDTH	HEIGHT					
ADDITION	WA1	4630	1625	TG	FG			
	WA2	2280	1625	TG	FG			
	WA3	1220	300	TG	FG			
	WA4	1220	1220	TG	FG			FIXED GLASS
	WA5	4630	900	TG	FG			FIXED GLASS 3RD FLOOR COURT ROOM

**LEGEND:**  
 TG TRIPLE GLAZED  
 DG DOUBLE GLAZED  
 WD WOOD  
 FG FIBREGLASS  
 EXS EXISTING

**GENERAL NOTES:**  
 1. ALL DIMENSIONS IN mm, U.N.O.  
 2. REFER TO SPECIFICATIONS FOR WINDOW PERFORMANCE DETAILS.

### ADDITION WINDOW TYPES



Drawing name: I:\02\_P1\02\_VAN Projects\_Justd\MC-1353\_ON-194984\_Nanaimo-CU\_Refresh\_Current\1\_CAD\1353\_Nanaimo-CU\_Sheets\_2025-02-19.dwg  
 Plot date: Feb 19, 2025 - 2:10pm  
 Customized by: p.mitchell@happi.ca

ARCHITECT  
**THIBODEAU**  
 ARCHITECTURE-DESIGN  
100 West 8th Avenue  
 Nanaimo, British Columbia V9R 5P8  
 Phone: 250.755.1111 Fax: 250.755.1112  
 Website: www.thibodeau.com

consultant team  
**OC3**  
 ENGINEERING

consultant team  
**m3** mechanical  
consultants inc.

consultant team  
**rjc** Creative Thinking  
 Practical Results  
Read Jones Christoffersen Ltd.

consultant team  
**agile**

Date	Description	Rev.
14-FEB-25	ISSUED FOR HERITAGE PERMIT	D
14-FEB-25	ISSUED FOR PERMITS	C
14-FEB-25	ISSUED FOR PERMITS	B
14-OCT-24	ISSUED FOR PERMITS	A

BC-1353/ON-194984  
**NANAIMO COURTHOUSE REHABILITATION**  
 35 FRONT STREET,  
 NANAIMO BC V9R 5J1



project number **BC-1353**

subject title **WINDOW SCHEDULE - ADDITION BUILDING**

**RECEIVED**  
**HAP31**  
**2025-FEB-24**  
 Community & Cultural Planning

DATE	24-08-25	sheet number	
SCALE	AS SHOWN	PROJECT	A001
PROJECT	891	DATE	
DESIGNED BY	PL	REV. NO.	01

**WINDOWS SCHEDULE - HERITAGE**

	TYPE	DIMENSIONS		GLASS TYPE	MATERIALS	QUANTITY	NOTES
		WIDTH	HEIGHT				
HERITAGE	WH1	1920	2140	DG	WD		
	WH2	1920	2160	DG	WD		
	WH3	1920	2140	DG	WD		WINDOWS ON NORTH ELEV
	WH4	1070	1580	DG	WD		WINDOWS WITH SEMI-CIRCULAR ARCH
	WH5	450	1020	DG	WD		
	WH6	1920	1450	DG	WD		
HERITAGE REFURBISH	WX1	EXS	EXS	EXS	EXS		WINDOW TO BE REFURBISHED
	WX2	EXS	EXS	EXS	EXS		WINDOW TO BE REFURBISHED
	WX3	EXS	EXS	EXS	EXS		WINDOW TO BE REFURBISHED

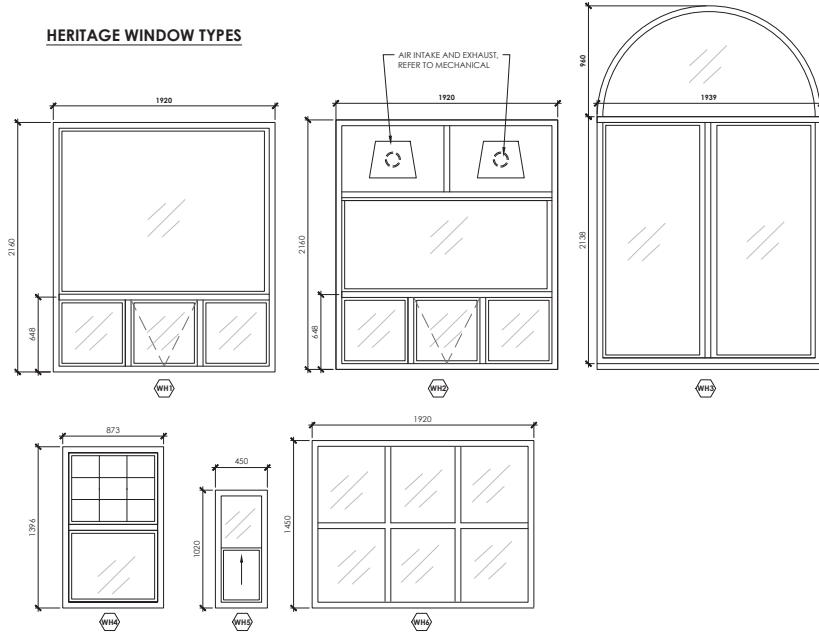
**LEGEND:**

- TG TRIPLE GLAZED
- DG DOUBLE GLAZED
- WD WOOD
- FG FIBREGLASS
- EXS EXISTING

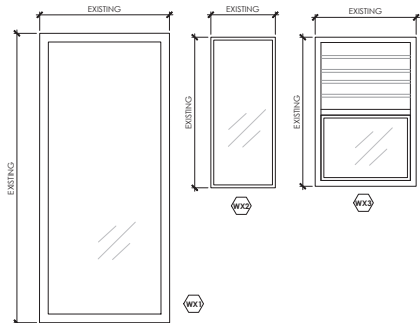
**GENERAL NOTES:**

1. ALL DIMENSIONS IN mm, U.N.O.
2. REFER TO SPECIFICATIONS FOR WINDOW PERFORMANCE DETAILS.

**HERITAGE WINDOW TYPES**



**HERITAGE WINDOWS TO BE REFURBISHED**



Issue	Description	Rev
1	18-07-20	1
2	18-08-20	2
3	18-09-20	3
4	18-10-20	4
5	18-11-20	5
6	18-12-20	6
7	19-01-21	7
8	19-02-21	8
9	19-03-21	9
10	19-04-21	10
11	19-05-21	11
12	19-06-21	12
13	19-07-21	13
14	19-08-21	14
15	19-09-21	15
16	19-10-21	16
17	19-11-21	17
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21	20-03-22	21
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26	20-08-22	26
27	20-09-22	27
28	20-10-22	28
29	20-11-22	29
30	20-12-22	30

Issue	Description	Rev
1	18-07-20	1
2	18-08-20	2
3	18-09-20	3
4	18-10-20	4
5	18-11-20	5
6	18-12-20	6
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27	20-09-22	27
28	20-10-22	28
29	20-11-22	29
30	20-12-22	30

We warrant to the property of a Robert Thibodeau Architecture + Design. A written warranty by R.T.A.D. is required prior to any work being carried out. Contractors should refer to the drawings on file and immediately inform the architect of any errors or omissions.

**BC - 1353/ ON - 194984**  
**NANAIMO COURTHOUSE REHABILITATION**  
 35 FRONT STREET,  
 NANAIMO BC - V9R 5J1



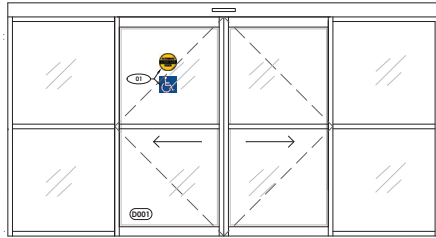
project number **BC-1353**

sheet title **WINDOW SCHEDULE - HERITAGE BUILDING**

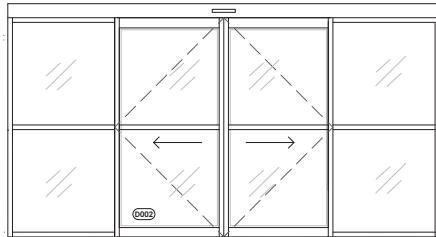
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**2025-FEB-24**  
 Community & Cultural Planning

Date	Sheet Number
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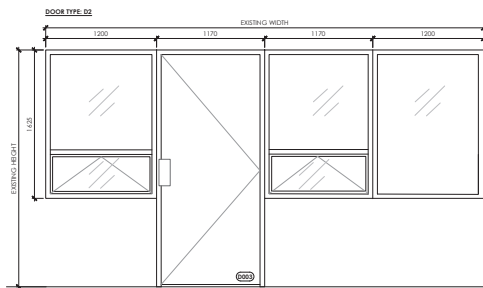
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 File date: Feb 19, 2025 - 2:13pm  
 Created by: p.mitchell@hap31.com



1 EXTERIOR VIEW  
ENTRANCE DOOR #D001  
SCALE: 1:25



2 EXTERIOR VIEW  
ENTRANCE DOOR #D002  
SCALE: 1:25



3 EXTERIOR VIEW  
EMERGENCY EXIT  
SCALE: 1:25

DOOR AND FRAME SCHEDULE																			
#	FROM	TO	DOORS							FRAMES		HARDWARE				SET #			
			NEW	EXISTING	LEAF TYPE	HAND	MATERIAL	THICK	WIDTH	HEIGHT	FINISH	MATERIAL	FINISH	HINGES	DOOR FULL		THRESHOLD	ELECT STRIP	PUSH BAR
D001	VESTIBULE	EXTERIOR	●	●	SL	RH/LH	AL+GL	50	1830	2134	ANOD	AL	ANOD	●	●	●	●	1	
D002	LOBBY	VESTIBULE	●	●	SL	RH/LH	AL+GL	50	1830	2134	ANOD	AL	ANOD	●	●	●	●	1	
D003	WAITING	EXTERIOR	●	●	SD	RH	MTL	45	TBC	TBC	PNT	AL	ANOD	●	●	●	●	2	
D004	CORRIDOR	ELECTRICAL	●	●	SD	RHR	MTL	45	915	2034	PNT	MTL	PNT	●	●	●	●	2	

**NOTES:**

- DOORS TO BE FACTORY-PREPARED FOR HARDWARE AS SPECIFIED BY DOOR SUPPLIER.
- ANODIZED ALUMINUM FINISH TO MATCH EXISTING DOORS AND FRAME ON SITE.
- CONTRACTOR TO VERIFY EXISTING OPENING DIMENSIONS ON SITE PRIOR TO SUBMITTING SHOP DRAWINGS.
- NEW DOOR TO HAVE TRIPLE GLAZING WITH LAMINATED GLASS REINFORCED WITH LAYERS OF PLASTICIZED FILM MEETING ASTM F1233 - THE STANDARD TEST METHOD FOR SECURITY GLAZING MATERIALS AND SYSTEMS.
- PUSH BAR TO BE MOUNTED ON THE DOOR HORIZONTAL, BETWEEN 900mm AND 1100mm A.F.F.
- DOORS D001 AND D002 ARE TO BE NOTED AS SLIDING DOORS W/ BREAKAWAY PANELS.
- CONFIRM DOOR THICKNESS, SIZE, AND CONSTRUCTION BEFORE ORDERING HARDWARE BALANCE OF W/STRIPPING BY DOOR SUPPLIER.
- ELECTRIC HINGES TO BRING POWER TO EXIT DEVICES HAVE BEEN SPECIFIED. IF EXISTING FRAME HAS EPT POWER TRANSFER, THE GC IS TO INSTALL A COVER PLATE ON THE EXISTING FRAME.

**LEGEND:**

RH/LH	RIGHT HAND, LEFT HAND
SD	SINGLE DOOR
SL	SLIDING DOOR
AL	ALUMINUM
AL+GL	ALUMINUM AND GLASS
ANOD	ANODIZED (CLEAR, UNO.)
MTL	METAL
PNT	PAINTED
EX	EXISTING

HARDWARE SCHEDULE (TO BE UPDATED)				SET #1 METHOD OF OPERATION	
SET #1	QTY	TYPE	DESCRIPTION	FRIGH	
	1	CYLINDER			1) ENTRY FROM OUTSIDE
	1	TWO POINT LOCK			• DOORS TO HAVE MOTION SENSOR BASED SLIDING OPERATION DURING REGULAR OFFICE HOURS.
	1	KEYSWITCH-6 POSITION ALARM CONTACTS			• DOORS TO BE MANUALLY LOCKED DURING AFTER OFFICE HOURS. STEEL LOCK PINS TO BE ENGAGED TO PREVENT DOORS FROM SLIDING OPEN AND BEING BROKEN OUT.
	1	THRESHOLD			• SWITCH TO BE PROVIDED TO DISENGAGE THE MOTION SENSOR BASED SLIDING OPERATION.
	1	POWER SUPPLY	C/W BATTERY BACKUP		2) EXIT FROM SECURE SIDE
	1	RELAY			• FREE EXIT FROM THE SECURE SIDE DURING REGULAR OFFICE HOURS VIA MOTION SENSOR DOORS.
	2	WEATHER STRIP GASKETS			• SLIDING DOORS TO HAVE BREAKAWAY PANELS IN CASE OF POWER FAILURE, OR FIRE.
					• NO EXIT THROUGH THIS DOOR AFTER REGULAR OFFICE HOURS.
SET #2	QTY	TYPE	DESCRIPTION	FRIGH	
	2	HINGE, FULL MORTISE, HVY WT		US 32D	1) ENTRY FROM OUTSIDE
	1	HINGE, FULL MORTISE, HVY WT		US 32D	• NO ACCESS FROM OUTSIDE
	1	RIM EXIT DEVICE, EXIT ONLY		US 32D	2) EXIT FROM SECURE SIDE
	1	CONC OVERHEAD STOP		630	• DURING OFFICE HOURS, DOOR TO BE DIS-ARMED BY KEY AT THE EXIT DEVICE ALLOWING FREE EGRESS.
	1	SURFACE CLOSER		EN	• AFTER HOURS, DOOR CAN BE ARMED BY KEY AT EXIT DEVICE, ALLOWING ALARMED 15 SECOND DELAYED EGRESS.
	1	SCUFFPLATE	23H60A-H*	C32D	• UPON LOSS OF POWER/FIRE ALARM, DOOR WILL REMAIN CLOSED AND LOCKED.
	1	ASTRACAL	1575P 84"		
	1	GASKETING	119CN		
	1	SWEEP	115CN		
	1	THRESHOLD	71A		
	1	ELECTROLYNX HARNESS	DC-C1500		
	1	ELECTROLYNX HARNESS	DC-C012		
	1	POWER SUPPLY	AGD101R		



EXISTING DOOR #D003

ARCHITECT  
**THIBODEAU ARCHITECTURE-DESIGN**

consultant from  
**OC3 ENGINEERING**  
**m3 mechanical**  
**rjc Creative Thinking**  
Read Jones Christoffersen Ltd.

**agile**

Rev	Date	Description	Rev
1	14-07-24	ISSUED FOR PERMIT	D
2	14-07-24	ISSUED FOR PERMIT	C
3	14-07-24	ISSUED FOR PERMIT	B
4	14-07-24	ISSUED FOR PERMIT	A

BC- 1353/ ON- 194984  
**NANAIMO COURTHOUSE REHABILITATION**  
35 FRONT STREET,  
NANAIMO BC- V9R 5J7



project number **BC-1353**  
sheet title **DOOR SCHEDULE**

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**2025-FEB-24**  
Community & Cultural Planning

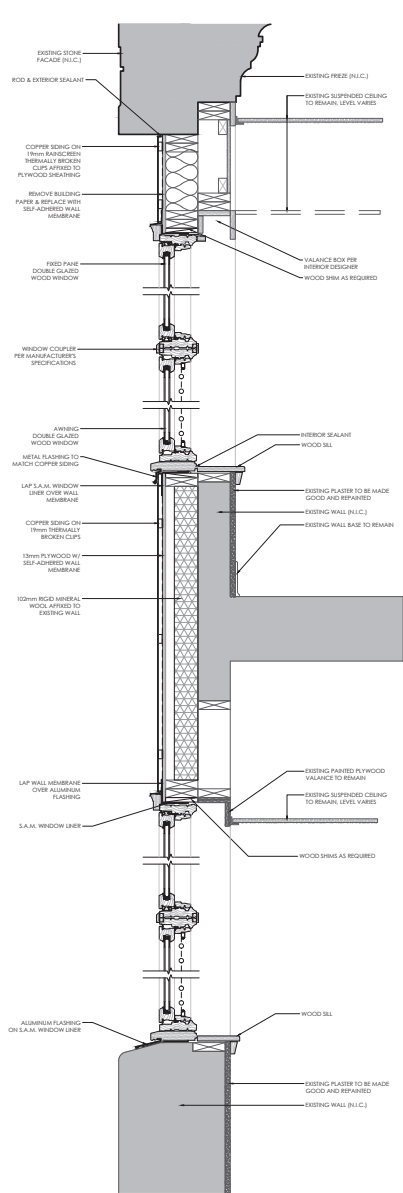
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SCALE	AS SHOWN		
DRAWN BY	891		
CHECKED BY	PT	REV. NO.	01

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Created by: p1@thibodeau.com

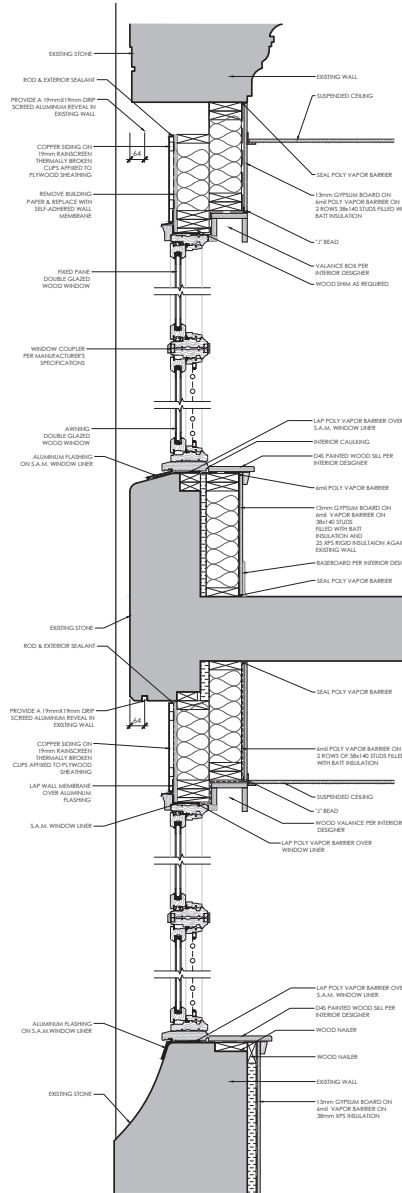
# ATTACHMENT F HERITAGE WINDOW DETAILS

### GENERAL NOTES: HERITAGE WOOD WINDOWS

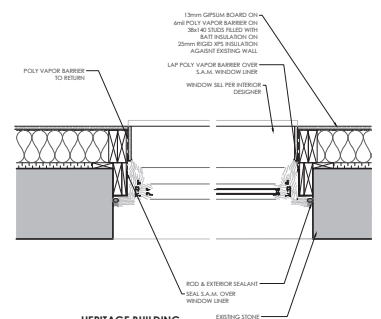
1. ALL MATERIALS ARE TO BE SOLID VERTICAL GRAIN, KILN DRIED DOUGLAS FIR, LAMINATED OR FINGER JOINT MATERIAL IS NOT ACCEPTABLE.
2. JOINERY MUST BE THROUGH MORTISE AND TENON JOINERY. DOWELS OR STUB TENONS ARE NOT ACCEPTED.
3. AS UNITS ARE TO MATCH HISTORICAL PROFILES, ALL EXTERIOR WOOD STICKING MUST HAVE CHAMFER STICKING PROFILE TO MIMIC HISTORICAL EXTERIOR GLAZING PUTTY.
4. ALL UPPER DOUBLE HUNG SASH ARE TO INCLUDE 3 1/2" OGEE PROFILE HORNS THAT ARE INTEGRAL TO THE STILE AS ONE PIECE OF SOLID WOOD. THEY CANNOT BE GLEUED ON, DOWELED IN, OR SCREWED ON.
5. ALL DOUBLE HUNG SASH MUNTIN BARS ARE TO BE 7/8" WIDE AND HAVE EXTERIOR CHAMFERED STICKING TO MATCH HISTORIC GRILLS PROFILES.
6. ANY MUNTIN BARS ACTING AS GRILLS MUST BE INTEGRATED INTO THE STILE AND RAILS AND A SAMPLE WILL BE REQUIRED TO SHOW THESE AS ACCEPTED BY BC HERITAGE CONSULTANTS.
7. OPERABLE DOUBLE HUNG WINDOWS ARE TO UTILIZE THE HISTORIC WEIGHT POCKETS WITH AN OPERATIONAL PULLEY SYSTEM.
8. PAINT LAYER ANALYSIS IS TO BE PERFORMED ON EXISTING TO REMAIN ORIGINAL HERITAGE WOOD WINDOWS WK1, WK2, OR WK3 TO DETERMINE ORIGINAL WINDOW FRAME FINISH AND COLOUR.



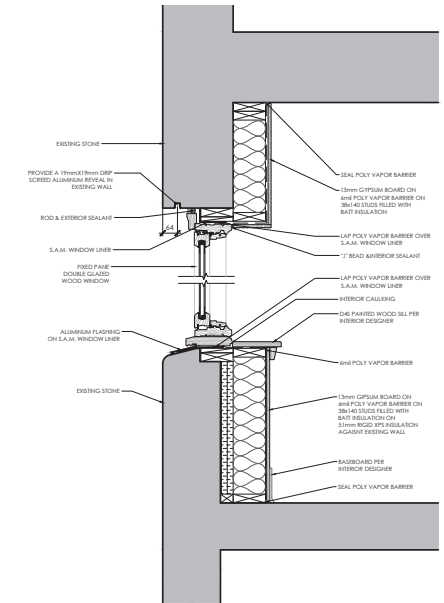
1 HERITAGE BUILDING  
WH1 WINDOW SECTION  
SCALE: 1:16  
A500



2 HERITAGE BUILDING  
WH3 WINDOW SECTION  
SCALE: 1:16  
A500



3 HERITAGE BUILDING  
WH4 WINDOW SECTION  
SCALE: 1:16  
A500



3 HERITAGE BUILDING  
WH4 WINDOW SECTION  
SCALE: 1:16  
A500

architect  
**THIBODEAU**  
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consultant team  
**OC3**  
ENGINEERING

m3  
MECHANICAL CONSULTANTS INC.

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Creative Thinking  
Practical Results  
Real Jones Christoffersen Ltd.

agile  
PROPERTY RECONSTRUCTION

4 10-FEB-24	ISSUED FOR HERITAGE BY D
3 22-FEB-24	ISSUED FOR HRS CD C
2 24-FEB-24	ISSUED FOR HRS CD A
1 24-FEB-24	ISSUED FOR HRS CD A
1 24-FEB-24	ISSUED FOR HRS CD A

Scale  
This drawing is the property of J. Robert Thibodeau, Architectural Designer, in whose office it was drawn. Contractors must verify all dimensions on site and immediately report the architect if any are not satisfactory. Report the architect if any are not satisfactory. Report the architect if any are not satisfactory.

IBC- 1353/ ON- 194984  
**NANAIMO COURTHOUSE REHABILITATION**  
35 FRONT STREET,  
NANAIMO BC- VPR 5J1

issued by Heritage Permit  
**HERITAGE AUTHORITY**  
2025-02-24

PROJECT NUMBER: IC-1353

PROJECT TITLE: HERITAGE WINDOW DETAILS

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2025-FEB-24  
Community & Cultural Planning

DATE	BY	DESCRIPTION
24-FEB-24	AS SHOWN	A500
24-FEB-24	BY	
PK	REV NO.	01

THIBODEAU ARCHITECTURE-DESIGN INC. 2275 W. 10th Avenue Vancouver, British Columbia V6J 1W5. Nanaimo: CH. Shivers 2025-02-24. The drawing was made on Feb 15, 2025, 2:29pm. Last save by: phibodeau@tda.com



DATE OF MEETING APRIL 07, 2025

AUTHORED BY KAREN ROBERTSON, DEPUTY CORPORATE OFFICER

**SUBJECT MISCELLANEOUS BYLAWS REPEAL BYLAW**

## **OVERVIEW**

### **Purpose of Report**

To bring forward a housekeeping bylaw to repeal bylaws that are outdated or no longer valid.

### **Recommendation**

1. That “Miscellaneous Bylaws Repeal Bylaw 2025 No 7352” (a bylaw to repeal outdated bylaws) pass first reading.
2. That “Miscellaneous Bylaws Repeal Bylaw 2025 No. 7352” pass second reading.
3. That “Miscellaneous Bylaws Repeal Bylaw 2025 No. 7352” pass third reading.

## **BACKGROUND**

During a recent research project, staff came across a number of bylaws that had been noted as being repealed; however, when cross referencing them with the minutes, it was discovered that the bylaws had been repealed by Council resolution. As bylaws can only be repealed by bylaw, the following bylaws are being brought forward to be formally repealed through a Miscellaneous Bylaws Repeal Bylaw, as attached.

## **DISCUSSION**

Staff has confirmed that the bylaws that were intended to be repealed by Council resolution can be repealed. In three other instances, the bylaws were outdated or inadvertently missed being repealed when the newer bylaw was implemented. The rationale for each repeal is outlined below and copies of the bylaws are attached to the staff report:

<b>Bylaw No.</b>	<b>Name of Bylaw</b>	<b>Rationale for Repeal</b>
466	“The City Manager Bylaw, No. 466, 1929”.	This Bylaw reflects the City Manager position as of 1929. The duties as outlined in the bylaw are no longer applicable.
1751	“Mobile Home Parks Bylaw 1976 No. 1751”	This Bylaw missed being repealed when the newer Mobile Home Parks Bylaw 1984 No. 2704 was implemented.

2350	"Lease Authorization Bylaw 1981 No. 2350"	Repealed by Council motion on 1984-SEP-10. The lease associated with this bylaw was replaced through Bylaw No. 2745 which is still in effect and the clause to repeal Bylaw 2350 was missed.
2376	"Lease Authorization Bylaw 1981 No. 2376"	Repealed by motion on 195-DEC-16. This bylaw authorized an encroachment agreement for a portion of the house at 427 Prideaux St. to be located on City road right-of-way. The house was raised to rectify the encroachment so the agreement was terminated.
2412	"Service Station Closing Bylaw 1982 No. 2412"	Repealed by Council resolution on 2000-APR-10. The intent was to repeal this bylaw when "Business Licence Bylaw Amendment Bylaw No. 5442 was adopted. The repeal clause was inadvertently missed.
2502	"Downtown Development Committee Bylaw 1982 No. 2502"	Repealed by Council motion on 1987-FEB-02. Given this Committee was established by bylaw and is no longer in effect, it should be formally repealed.
2508	"Lease Authorization Bylaw 1982 No. 2508"	Repealed by Council resolution on 1984-APR-02. This bylaw was to authorize a sign encroachment for a business in a right-of-way. The sign has now been removed and the encroachment agreement has been terminated.
2514	"Lease Authorization Bylaw 1982 No. 2514"	Repealed by Council resolution on 1986-FEB-17. The bylaw authorized a business sign encroachment. The sign has been removed and the encroachment agreement terminated.
2515	"Property Exemption Bylaw 1982 No. 2515"	Repealed by Council resolution on 1986-FEB-17. Folios outlined in the bylaw are either non-existent or the folios still applicable are covered in more current PTE Bylaws.
2618	"Parking Commission Bylaw 1983 No. 2618"	Repealed by Council resolution on 1987-FEB-02. Given this Committee was established by bylaw and is no longer in effect, it should be formally repealed.
2959	"Expropriation Bylaw 1986 No. 2959"	Repealed by Council resolution on 1986-APR-07. Owners ultimately granted a right-of-way for sanitary sewer purposes so expropriation was ultimately not required. Bylaw should be formally repealed.
2960	"Expropriation Bylaw 1986 No. 2960"	Repealed by Council resolution on 1986-APR-07. Owners ultimately granted a right-of-way for sanitary sewer purposes so expropriation was ultimately not required. Bylaw should be formally repealed.
2974	"Lease Authorization Bylaw 1986 No. 2974"	Repealed by Council resolution on 1987-JUN-08. The Vancouver Island Helicopters Ltd. requested cancellation of the lease associated with this bylaw. It was supported by the Nanaimo Airport Commission and Council voted to support the recommendation of the Commission. The Bylaw should be formally repealed.

## **OPTIONS**

Option 1:

1. That “Miscellaneous Bylaws Repeal Bylaw 2025 No 7352” (a bylaw to repeal outdated bylaws) pass first reading.
2. That “Miscellaneous Bylaws Repeal Bylaw 2025 No. 7352” pass second reading.
3. That “Miscellaneous Bylaws Repeal Bylaw 2025 No. 7352” pass third reading.

The advantages to this option is that it will formally repeal the bylaws that were intended to be repealed by Council resolution.

There are no disadvantages to this option.

Option 2:

Council direction is sought.

### **SUMMARY POINTS**

- During a recent research project, staff came across a number of bylaws that had been noted as being repealed by Council resolution.
- A bylaw can only be repealed by bylaw;
- The Miscellaneous Bylaws Repeal Bylaw will formally repeal the outdated bylaws.

## **ATTACHMENTS:**

ATTACHMENT A: Bylaws to be Repealed (B466, B1751, B2350, B2376, B2412, B2502, B2508, B2514, B2515, B2618, B2959, B2960, B2974)

### **Submitted by:**

Karen Robertson,  
Deputy Corporate Officer

### **Concurrence by:**

Sheila Gurrie,  
Director, Legislative Services

Laura Mercer,  
Gen Mgr., Corporate Services

Dale Lindsay, CAO

# ATTACHMENT A

## THE CORPORATION OF THE CITY OF NANAIMO, B. C.

### BY-LAW NO. 466.

#### A BY-LAW TO PROVIDE FOR THE APPOINTMENT OF A CITY MANAGER.

The Municipal Council of the Corporation of the City of Nanaimo enacts as follows:-

1. Within the period of three months after the coming into effect of this By-Law, there shall be appointed by the Municipal Council an official who shall be designated the "City Manager".
2. The City Manager shall be the Chief Executive Officer of the City, whose duties shall be to supervise and direct the affairs of the City and the work it causes to be carried out, subject to the control of the Municipal Council.
3. The duties and powers of the "City Manager" shall be as follows:-
  - (a) Take cognizance of all correspondence and communications to the City, and see that they are promptly dealt with by the proper officials.
  - (b) Examine, and if correct, initial all payrolls and accounts due and payable to the City, and submit the same to the Council for payment.
  - (c) In co-operation and consultation with Heads of Departments, prepare for the first regular meeting of the Committee of the whole Council in each month, a full report of work done during the preceding month, with suggestions and recommendations for proposed work for the ensuing month.
  - (d) Heads of Departments shall report to, and consult with the City Manager regarding the work of their respective Departments in the same manner as they have hitherto done with the Chairman of the Committees.
  - (e) The City Manager shall be the Purchasing Agent of the City, and shall purchase all the materials and supplies required in the administration of the affairs of the City. When the amount of any one purchase exceeds the sum of One Hundred Dollars (\$100.00) he shall obtain competitive tenders, and when the amount of any purchase exceeds the sum of Three Hundred Dollars (\$300.00) he shall report such tenders to the City Council before accepting or rejecting any tenders. No purchase shall be made, or expenditure incurred except in <sup>conformance</sup> ~~conference~~ with money appropriations provided by By-Law or resolutions of the City Council.

(f) In conjunction with Heads of Departments, prepare plans and specifications for work to be done by contract and cause proper advertisement for tenders to be made.

(g) The Manager shall open all tenders in conjunction with the City Clerk, or Mayor or an Alderman, initialling same and reporting upon them to the Council. All tenders upon the same thing shall be opened and considered together.

(h) In conjunction with Heads of Departments, prepare all yearly estimates and report same to the City Council.

(i) To study the drafts of By-Laws, including loan By-Laws, and if deemed necessary to communicate to the Council, his views and suggestions on the provisions such draft By-Laws are intended to enact.

(j) To advise the Council on the steps to be taken to carry out the By-Laws of the City, and enforce their observance.

(k) To see that the monies voted by the Council are used for the purposes for which they were voted.

(l) Examine all complaints and claims which may be made against the City, and report upon them to the Council.

(m) Attend all meetings of the Council and Committees with the right, with the consent of the Chair, to speak, but not to vote thereat.

(n) To collect all and any of monies due to the City either for taxes or otherwise and to that effect, to take such legal procedure which may be deemed necessary to collect such monies.

(o) Report all applications for relief to the Mayor, who shall have charge of the relief fund, with power to dispense same in amounts not exceeding the sum of Twenty Dollars (\$20.00) in any one individual case.

4. The Council of the City of Nanaimo hereby delegates to the said City Manager, subject to the limitations hereinafter set out, the power ~~in~~ of appointing the officials of the City or any of them, and of appointing the employees, and assistants in the Civic Offices or any of them, and to define the duties of such officials, employees or assistants, and their term of employment, and giving power to suspend or dismiss any official, employee or assistant, and further the power to reduce the number of employees,

officials, or assistants, and to combine two or more offices or to dispense with any official or officials, and all such officials and employees shall be subject to his directions and instructions. Provided however, that any dismissal made by him shall be reported to the Council sitting in Committee of the Whole. This Clause shall not apply to the City Clerk, Auditor, and Medical Health Officer, who shall be appointed by the Council.

5. This By-Law shall be submitted for the assent of the electors as provided by Section 4 of the "MUNICIPAL MANAGER ACT".

6. This By-Law may be cited as "THE CITY MANAGER BY-LAW, NO. 466, 1929".

PASSED by the Municipal Council on the Thirtieth day of December, 1929.

---

Take notice that the above is a true copy of the proposed By-Law upon which the vote of the Municipality will be taken at the Council Chambers, City Hall, Bastion Street, on Thursday, January 16th, 1930, between the hours of 8 o'clock a. m. and 8 o'clock p. m.

*W. H. Wood* C.M.C.

Nanaimo, B. C., January 4th, 1930.

CITY OF NANAIMO

BYLAW NO. 1751

MOBILE HOME PARKS BYLAW

A Bylaw to regulate the establishment, extension, design and servicing of mobile home parks, pursuant to Section 714 (i) of the Municipal Act.

The Council of the City of Nanaimo in open meeting assembled enacts as follows:

INTERPRETATION AND ADMINISTRATION

Title

1.01 This bylaw may be cited as the "MOBILE HOME PARKS BY-LAW 1976 NO. 1751".

Application

1.02 This bylaw shall be applicable to all land contained within the boundaries of the City of Nanaimo.

Definitions

1.03 In this bylaw, unless the context otherwise requires,

"approval" means approval in writing;

"buffer area" means the buffer area described in Division (4);

"dependent mobile home" means a mobile home other than an independent mobile home;

"floor area" means an area on any story of a building or mobile home that is occupied or intended for occupancy but does not include exits, or attic, crawl or duct spaces;

"independent mobile home" means a mobile home equipped with a water-closet and a bathtub or shower, waste from both of which may be disposed of directly into a sewer;

"the Medical Health Officer" means the Medical Health Officer appointed under the Health Act for the territorial jurisdiction of the area in which a mobile home park is located;

"mobile home" means a structure manufactured as a unit, intended to be occupied in a place other than that of its manufacture, and designed for dwelling purposes;

"mobile home area" means that part of a mobile home park used primarily for installed mobile homes, including permissible additions, and which is not used for buffer area, roadways, owner's residential plot, the procuring and treatment of water, collective sewage treatment, effluent disposal from a collective sewage treatment plant, garbage disposal, or service buildings;

"mobile home park" means any parcel of land on which are located two or more mobile homes;

"mobile home space" means an area of land for the installation of one mobile home with permissible additions and situated within a mobile home area;

"owner" means an owner, agent, lessor, or manager of, or any person who operates, a mobile home park;

"potable water" means water which is approved for drinking purposes by the Medical Health Officer;

"roadway" means an allowance within a mobile home park part or all of which is made suitable for normal vehicular use so vehicles can gain access to abutting spaces;  
"service building" means a building housing any toilet, bathing, or other sanitation facilities, or laundry or clothes-drying facilities.

#### Prohibitions

1.04 No mobile home park shall be established, extended or operated contrary to the provisions of this bylaw.

#### Administration

- 1.05
- (1) The Chief Building Inspector or such other person appointed by the Council of the City of Nanaimo shall administer this by-law.
  - (2) Persons appointed under subsection (1) may enter any mobile home park at any reasonable time for the purpose of administering or enforcing this bylaw.

#### Violation

- 1.06
- (1) It shall be unlawful for any person to cause, suffer or permit the establishment, extension, or operation of a mobile home park in contravention of this bylaw or otherwise to contravene or fail to comply with this bylaw.
  - (2) It shall be unlawful for any person to prevent or obstruct any official appointed under subsection (1) of section 1.05 from carrying out his duties under this bylaw.

#### Penalty

- 1.07
- (1) Any person who violates any provisions of this bylaw is liable on summary conviction to a penalty not exceeding five hundred dollars (\$500.00), and also the cost of the prosecution.
  - (2) Each day during which such violation is continued shall be deemed to constitute a new and separate offence.
  - (3) Upon conviction, the magistrate may direct that no prosecution under subsection (2) may be made, with respect to the continuance of the violation, for such period of time as he directs.

#### Severability

1.08 If any section, subsection, sentence, clause, or phrase of this bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this bylaw.



GENERAL PROVISIONS

- 2.01 No person shall
- (a) locate, establish, construct, alter, subdivide, or operate a mobile home park; or
  - (b) cause or allow a mobile home to be parked or to remain in a mobile home park
- in contravention of this bylaw.
- 2.02 (1) No person shall establish, construct, alter, or subdivide a mobile home park until written approval of plans and specifications is received from the person appointed under section 1.05 (1) to administer this bylaw.
- (2) Written approval under subsection (1) shall not be given until a sewage disposal permit has been issued and water supply source/system has been approved by authority having jurisdiction.
- 2.03 No person shall locate a mobile home park except on a well-drained site that is above high-water line, is at all times free of stagnant pools, and is graded for rapid drainage.
- 2.04 Every part of the land included in a mobile home park site shall be contiguous with some one or more other parts of the land.
- 2.05 The plumbing and building in any mobile home park including additions and alterations shall comply with the bylaws or regulations in force in the territorial jurisdiction in which the mobile home park is situate.
- 2.06 (1) No mobile home shall be located elsewhere in a mobile home park than on a mobile home area.
- (2) No more than one mobile home shall be located in a mobile home space.
- 2.07 All mobile homes, while installed in a mobile home park, shall be restrained from moving.
- 2.08 Any part of a mobile home area may be designated as a space for the use of either dependent or independent mobile homes.
- 2.09 No person shall connect a mobile home to a water or sewer system unless the mobile home has a plumbing system designed and installed according to recognized standards with a vented trap for each fixture.
- 2.10 No person shall dispose of garbage or refuse or any sort of waste except in accordance with the arrangements made by the owner of the mobile home park, and approved by the Medical Health Officer.

2.11 A copy of the plan required in section 3.01(e) and a copy of this bylaw shall be posted prominently and permanently in a protected place in each mobile home park for the reference of the residents.

2.12 In mobile homes located in a mobile home park,

- (a) the installation and maintenance of all oil burners and oil-burning equipment and appliances using inflammable liquids as fuel;
- (b) the storage and disposal of inflammable liquids and oils;
- (c) the installation, maintenance, carriage, and use of compressed-gas systems shall be in

shall be in accordance with the regulations of the Fire Marshal Act.

#### PLANS AND SPECIFICATIONS

3.01 All applications for approval of plans and specifications shall be made in writing and contain

- (a) the name and address of the applicant;
- (b) the intended use of the land;
- (c) a popularly understandable description of the location of the land and the legal description of the land on which the proposed mobile home park is to be constructed, altered, or extended;
- (d) where the water to be provided does not come from a public water distribution system,
  - (i) a map showing the location of the source of the proposed water supply, and the location and extent of the area proposed for sewage disposal, waste-water disposal, and garbage disposal;
  - (ii) a certificate signed by the Medical Health Officer stating that the water from the source indicated on the map is potable and that the location and extent of the areas proposed for sewage disposal, waste-water disposal, and garbage disposal indicated on the map meet with his approval;
- (e) two complete and legible sets of plans to scale showing
  - (i) the area dimensions and legal description of the parcel of land;
  - (ii) the dimension and location of the buffer area;
  - (iii) the number, location, dimensions, and designation of all mobile home areas, the location and dimensions of all roadways, the owner's residential plot (if any), and, if included, any amenity or recreation area;

- (iv) the dimensions and location of all service buildings, the owner's residence, and other structures;
- (v) the internal layouts of all service buildings and other structures, apart from the owner's residence;
- (vi) the location and details of the source of water, treatment plants, water distribution lines and outlets;
- (vii) the location and details of all connections to the sewer, sewer-lines, septic tank(s) and sub-surface disposal field, or other private sewage-treatment plants and disposal methods;
- (viii) the location and details of all on-site garbage-and refuse-disposal areas;
- (ix) a north arrow and notation of the scales used.

BUFFER AREA

4.01

Every mobile home park shall have immediately within all its boundaries a buffer area a minimum of twenty-five feet in depth within which

- (a) no recreation, amenity, or service areas, except for waterfront recreation or amenity areas, may be located;
- (b) no mobile home area nor an owner's residential plot may be located;
- (c) no building or structure may be erected or placed, except a sign, which may only be placed within twenty-five feet of any highway, and a fence and a wall;
- (d) no garbage-disposal area and no part of any private sewage-disposal system, other than such parts of such system as may be underground, shall be located;
- (e) except where danger is involved, no plant material may be removed nor may any substance of which is composed be deposited or removed, except as a part of a recognizable beautification scheme.

4.02

The only roads permitted in the buffer area are those which cross it as close to right angles as practicable and connect directly with the road system contained within the remainder of the mobile home park. No road shall traverse the buffer area and give direct access from any public highway to any mobile home space.

4.03

Where a mobile home park is separated from neighbouring property by a body of water, then notwithstanding section 4.01

- (a) for the purpose of establishing the buffer area, the mobile home park boundary shall be deemed to be the centre line of that body of water; and

- (b) a building or buildings to house boats or dressing-rooms may be located on land adjoining waters that are suitable for small-boat navigation at low water, so long as the buildings are not within twenty-five feet of any other boundary.

PLACEMENT OF MOBILE HOMES AND PERMISSIBLE ADDITIONS

- 5.01 Within a mobile home area no part of any mobile home or any permissible addition shall be
- (a) on land that is not level and kept free from drainage from adjacent land;
  - (b) closer than twenty feet to any other mobile home or addition;
  - (c) within ten feet of any buffer area;
  - (d) within twenty feet of any building;
  - (e) allowed to project over the boundary of any mobile home area.
- 5.02 One level easily accessible car-parking space shall be provided near each mobile home. In addition, for every four mobile homes, one additional parking space shall be provided.
- 5.03 No additions to mobile homes are permitted, except
- (a) skirtings, but only if an easily removable access panel of a minimum width of four feet provides access to the area enclosed by the skirting;
  - (b) carports;
  - (c) shelters against sun or rain (ramadas);
  - (d) vestibules of a maximum size of thirty square feet;
  - (e) rooms (cabanas) added to a mobile home; provided that any such added room shall have an exit or access to exit other than through the mobile home, and further, that any such additional room is not used as an exit or access to exit from any mobile home;
- provided in all cases that the means of egress from the mobile home or additional room is not restricted or diminished by any part of the addition.
- 5.04 All foundations for the support of mobile homes or additions shall be designed and installed in accordance with the National Building Code.

OWNER'S RESIDENTIAL PLOT

- 6.01 An owner's residential plot shall be permitted within a mobile home park if the area of the plot is
- (a) not less than thirty-five hundred square feet where the residence is connected to a public sewer or the approved sewage-disposal system of the mobile home park; or,
  - (b) where it is not connected with a sewer or the approved sewage-disposal system of the mobile home park, not less than thirty-five hundred square feet plus the area required for an approved sewage-disposal system.
- 6.02 The owner's residential plot shall abut a roadway of a minimum width of twenty-five feet.

SERVICE BUILDINGS

- 7.01 Where there are dependent mobile homes in a mobile home park, the owner shall provide a service building equipped with flush-type fixtures and other sanitary facilities as required in this bylaw.
- 7.02 Service buildings shall
- (a) be located at least 15 feet and not more than 200 feet from any dependent mobile home space. The 200-foot distance shall not apply to an independent mobile home space;
  - (b) be of a permanent construction and adequately lighted;
  - (c) have walls, floors, and partitions that can be easily cleaned and will not be damaged by hosing, wetting, or disinfecting;
  - (d) have all rooms well ventilated, with all openings effectively screened;
  - (e) provide separate compartments for each bathtub or shower and toilet, and a tight partition to separate those facilities designated for males and females.
- 7.03 Laundry facilities shall be provided in the ratio of one laundry unit for every 30 dependent mobile home spaces and shall be in a separate room of a service building or in a separate building. A laundry unit shall consist of not less than one laundry tub and one clothes-washing machine in working order.
- 7.04 The number of sanitary facilities shall be in accordance with the following table:

Number of Dependent Mobile Homes	Toilets		Urinals	Washbasins		Showers		Other(2) Fixtures
	Men	Women	Men	Men	Women	Men	Women	
1 - 15	1	1	1					
16 - 30	1	2	1	1	1	1	1	
31 - 45	2	2	1	2	2	1	1	1 stop
46 - 60	2	3	2	3	3	1	1	sink(3)
61 - 80	3	4	2	3	3	2	2	
81 - 100	3	4	2	4	4	2	2	
				4	4	3	3	

For mobile home parks having more than 100 dependent mobile homes, there shall be provided one additional toilet and washbasin for each sex, for each additional 30 dependent mobile homes; one additional shower for each sex and for each additional 40 dependent mobile homes; and one additional men's urinal for each additional 100 dependent mobile homes.

#### WATER SUPPLY

- 8.01 The owner of a mobile home park shall provide a water-supply system to furnish a constant supply of potable water that is under a minimum pressure of twenty pounds per square inch at all outlets. Such a water system shall be designed in accordance with the plumbing regulations or with the bylaws or regulations in force in the territorial jurisdiction, in which the park is situate.
- 8.02 Potable water shall be distributed to
- (a) each service building;
  - (b) each space that is designated for an independent mobile home;
  - (c) standpipes, if required.
- 8.03 Water shall not be distributed to any terminal from which the water would not be intercepted by an approved sewage fixture, nor to any space that is not provided with an approved mobile home drain terminal connected to a sewer as required in section 9.02.

(2) Additional fixtures including laundry tubs and clothes washing machines on the basis of one laundry unit for every 30 dependent mobile homes.

(3) A conveniently located slop sink(s) for disposal of liquid wastes.

- 8.04 Each water distribution branch-line serving a space designated for the use of an independent mobile home shall have a minimum diameter of one-half inch.
- 8.05 An approved back flow preventer shall be installed on each water distribution branch-line serving each space designated for the use of an independent mobile home. Such a back-flow preventer shall be near the outlet valve and shall be adequately protected from frost and shall be at least twelve inches above the surrounding grade.

#### SEWER SYSTEMS

- 9.01 The owner of a mobile home park shall provide for the disposal of all waste water and of all body wastes that are generated within the mobile home park by providing a sewer system connected to all plumbing fixtures and sewer laterals in the mobile home park. This sewer system shall be designed in accordance with the plumbing regulations or with the corresponding bylaws or regulations in force in the territorial jurisdiction, in which the park is situate. The design and installation of a private sewage-disposal system shall be subject to the approval of the Medical Health Officer.
- 9.02 In each space designated for the use of an independent mobile home, a sewer later shall terminate above the surrounding grade. This terminus shall be a three-inch approved gas-tight fitting with threaded and quick-change adaptor couplers not requiring any special tools or knowledge to make the connection, designed and installed to receive sewage discharge from a mobile home drain that slopes constantly at a minimum of one-quarter inch per foot from the mobile home. Each terminus fitting shall be protected at grade by a metal casing or shall be encased in a concrete pad measuring not less than four inches in thickness and eighteen inches square.
- 9.03 All outdoor vents shall extend seven feet above the surrounding grade. Outdoor vents shall be securely fastened to a four-by-four-inch minimum wood-preserved-treated cedar post securely embedded in the ground or have equivalent support.
- 9.04 A cleanout shall be installed wherever a sewer-line changes direction more than forty-five degrees. All outdoor cleanouts shall be approved-type brass plugs that shall be accessible; their position shall be indicated on the ground. All parts of any cleanout extension shall be cast iron and terminate at a protected location either below access covers or in a concrete pad. A cleanout may be omitted at the upstream end of a sewer-line serving mobile homes, provided that the uppermost terminus serves a mobile home and is designed and installed for use as a cleanout point.
- 9.05 For the purpose of determining pipe sizes, each space designated for the use of an independent mobile home shall be considered as having a hydraulic load of eight fixture units.

- 9.06 All standpipes that are provided because of any requirement of any regulation governing mobile home parks shall discharge into a sink or receptor discharging into a sewer-line (or, with the approval of the Medical Health Officer, a waste-water soak pit.)

#### SEWAGE DISPOSAL

- 10.01 The owner of a mobile home park shall provide for the disposal of all sewage and waste water from a sewer system by causing the sewer to discharge into a public sewer or into a private disposal system designed in accordance with the plumbing regulations or with the corresponding bylaws or regulations in force in the territorial jurisdiction, in which the park is situate. The design and installation of a private sewage-disposal system shall be subject to the approval of the Medical Health Officer.
- 10.02 For the purpose of calculating the size of a collective sewage-disposal system, each mobile home shall be considered as producing a flow of one hundred and fifty gallons per day. If the system is a septic tank, the tank shall have in addition one hundred and fifty gallons sludge storage per mobile home space. No septic tank for such a collective disposal system shall have a capacity of less than eleven hundred gallons.
- 10.03 For the purpose of calculating the size of a separate disposal system for each mobile home, each mobile home shall,
- (a) if it is dependent, be considered as producing one hundred imperial gallons per day;
  - (b) if it is independent, be considered as producing one hundred and fifty imperial gallons per day.
- 10.04 No septic tank or other disposal plant shall be less than three feet from any mobile home (including a permitted addition) or building.
- 10.05 The minimum distance between a mobile home (including a permissible addition) or building and the weeping tile in any subsurface disposal field shall be ten feet.
- 10.06 No part of the septic tank or subsurface disposal field or other disposal plant shall be located under any road, or parking area, or footpath.

#### GARBAGE DISPOSAL

- 11.01 (1) The owner of a mobile home park shall
- (a) provide for the disposal of all garbage fly-tight metal containers in ample number at convenient locations;



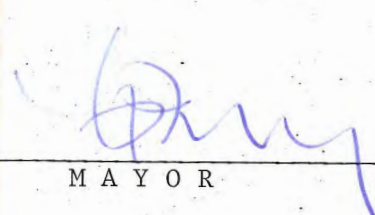
- (b) maintain the containers so that they shall not become foul-smelling, unsightly, or a breeding-place for flies;
  - (c) dispose of garbage or refuse.
- (2) If garbage is to be disposed of on the site, the methods and locations shall be approved of by the Medical Health Officer.

SUPERVISION AND REPORTING

- 12.01 The owner shall maintain all equipment in or on the mobile home park in a clean, safe, and sanitary condition.
- 12.02 The owner shall take adequate steps to exterminate vermin and keep the mobile home park free therefrom.
- 12.03 Every mobile home park shall be kept free of inflammable debris and rubbish at all times.
- 12.04 Fires shall be made only in stoves, incinerators, or other structures designed for that purpose.
- 12.05 The owner shall report the installation of each mobile home or permitted addition, with the exception of skirtings, to the authority having jurisdiction over mobile home parks.

PASSED BY THE COUNCIL on the 29th day of November, 1976.

RECONSIDERED, FINALLY PASSED AND ADOPTED on the 13th day of December, 1976.

  
M A Y O R

  
CITY CLERK

CITY OF NANAIMO

BYLAW NO. 2350

A BYLAW TO AUTHORIZE THE CITY OF NANAIMO  
TO LEASE CERTAIN PROPERTY

The Council of the City of Nanaimo, in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as the "LEASE AUTHORIZATION BYLAW 1981 NO. 2350".


2. His Worship the Mayor and the City Clerk are hereby authorized and empowered to execute a lease in the form attached hereto and forming part of this Bylaw in favour of the following:

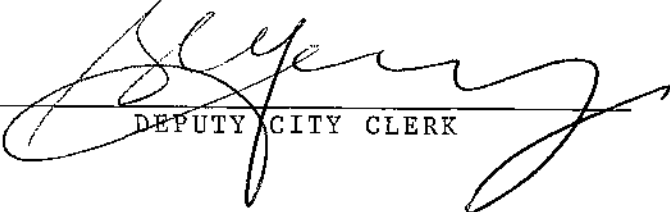
(a) a lease in favour of Larry George MCKENNA and Karen Virginia KEWLEY, 4288 Victoria Avenue, Nanaimo, B. C., V9T 2A9 for THAT portion of Victoria Avenue adjoining Lot 1, Block 1, Section 5, Wellington District, Plan 318, as shown outlined upon the sketch map attached to such lease.

PASSED FIRST, SECOND AND THIRD READINGS 1981-SEP-14.

RECONSIDERED, FINALLY PASSED AND ADOPTED 1981-SEP-21.

REPEALED 1984-SEP-10.

  
MAYOR

  
DEPUTY CITY CLERK

CITY OF NANAIMO

ENCROACHMENT AGREEMENT

Made and entered into this 22nd day of September , 1981

BETWEEN: MCKENNA, Larry George and KEWLEY, Karen Virginia,  
4288 Victoria Avenue,  
Nanaimo, British Columbia, CANADA.  
V9T 2A9

(hereinafter called "the Owner");

OF THE FIRST PART;

AND:

CITY OF NANAIMO, a duly incorporated  
municipality, having its offices at 455 Wallace  
Street, in the City of Nanaimo, Province of  
British Columbia, V9R 5J6

(hereinafter called "the Municipality");

OF THE SECOND PART;

WHEREAS the Owner is the owner of:

Lot 1, Block 1, Section 5, Wellington District, Plan 318.

(herein called the "Land")

in the Municipality and has requested the Municipality to  
grant him permission to construct, use or continue the use  
or existence of an encroachment onto land owned or  
possessed by the Municipality which encroachment is  
appurtenant to the Land, which request the Municipality  
has agreed to grant, subject to the provisions of all  
Municipal By-laws and to the terms and conditions herein  
set forth.

NOW THIS AGREEMENT WITNESSETH:

ENCROACHMENT

1. That, in consideration of the premises and the covenants contained herein by the Owner to be performed and observed, the Municipality (so far as it legally can, but not otherwise, and subject to the by-laws aforesaid), grants unto the Owner permission to construct and maintain an encroachment comprising:

2.787 Square Meters (30 Sq. ft.)

and adjoining the Land and in accordance with the plan attached, which encroachment, including all excavation or other work now or hereafter performed in connection therewith, is hereinafter referred to as "the Works".

NO RELIEF

2. It is understood, covenanted and agreed by and between the parties hereto that no provision of these presents and no act or omission or finding of negligence, whether joint or several, as against the Municipality, in favour of any third party, shall operate to relieve, or be deemed to relieve, the Owner in any manner whatsoever from any liability to the Municipality in the premises, or under these presents, or under the provisions of the Municipal Act, or any by-law of the Municipality and amendments thereto.

FEE

3. The Owner covenants and agrees:

(1) that he will pay to the Municipality the fee of  
- - - - - One - - - - - 00/DOLLARS

(\$1.00 ) upon the execution of this

agreement; and also for the permission hereby

granted the annual sum of - - - - - Five - - - - -

- - - - - 00/DOLLARS

( \$5.00 ) the first annual payment to be payable upon the execution of this agreement and the ensuing annual payments to be paid on the first day of September, 1981 in each and every year during the continuance of this agreement;

SAVE HARMLESS

(2) to save harmless the Municipality from any and all liability whatsoever arising out of:

- (a) the Works encroaching upon, under or over the highway of the Municipality,
- (b) the Owner's construction of anything upon, under or over the highway, or
- (c) the Owner's maintenance of anything upon, under or over the highway,
- (d) the Owner's occupation or use of the highway or the ground below or the air above for the purpose of such encroachment by the Works;

(3) to charge his interest in the Land in favour of the Municipality for the payment of all sums which may at any time hereafter be payable by the Municipality in respect of any claims, loss, damage or expense of whatsoever kind arising:

- (a) from the construction, maintenance or existence of the Works,
- (b) from the permission hereby granted,

and to indemnify for payment provided in the said by-laws referred to herein, or under the terms of this agreement;

INSURANCE

(4) if requested to do so by the Municipal Engineer, deposit with the Municipality a policy of public liability insurance in a form and amount acceptable to the Municipal Engineer insuring both the Owner and the Municipality against any

loss resulting from the occurrences mentioned in (2) above. Cancellation of such insurance will serve to immediately cancel this agreement and any right the owner derives hereunder;

ENTRY (5) that the Municipality's servants or agents shall have the right at any and all reasonable times of entering into and upon the Land for the purpose of constructing, maintaining, inspecting or removing any public structure service or utility running underneath the sidewalk or in the vicinity of the said Works;

MUNICIPAL WORKS (6) that in the event of any alteration or change being necessary by the construction, maintenance, use or removal of the Works to any meter, water service, sewer or other public works or utility in the vicinity of the Land, the Owner will reimburse the Municipality for whatever sums may be incurred by the Municipality in making such alterations or changes as may be deemed necessary by the Municipal Engineer;

DEFAULT (7) at all times to observe and perform the provisions of the by-laws of the Municipality, and this agreement shall be at all times subject thereto and in case the Owner shall fail to comply with the provisions of the said by-laws, or any of them or of this agreement, all rights of the Owner hereunder shall thereupon terminate and be at an end; but the Municipality, nevertheless, shall be entitled to proceed with the enforcement of any security or indemnity herein provided, or upon any bond or otherwise in satisfaction of any claim, loss or expenses of whatsoever kind arising under this agreement, or from the permission hereby granted.

REGISTRATION

4. In the event of this agreement being registered as a charge against the Land, none of the Owner's covenants herein contained shall be personal or binding upon the Owner save or except during the owner's seisin of or ownership of any interest in the Land, and with respect only to the portion of the Land of which the Owner shall be seised or in which he shall have an interest; but that the said Land shall, nevertheless, be and remain at all times charged therewith.

ALTERATION OF  
MUNICIPAL  
WORKS

5. This agreement shall not in any way operate to restrict the right of the Municipality at any time to:

- (1) alter the road, curb, gutter, sidewalk or boulevard abutting or adjoining the Land, and notwithstanding that the effect of such alteration in width or elevation may be to render the Works useless for the purposes of the Owner;
- (2) construct any form of structure or utility on, over or under any portion of the highway in which the Works encroach and for such purpose require that the Works be removed in part or in whole; and

the Owner covenants that, in the event of the Municipality effecting any such alteration in the width and/or elevation of the said roadway, sidewalk and/or boulevard, or in requiring removal of all or part of the Works, he will release and forever discharge, and doth hereby release and forever discharge, the Municipality from all manner of claims of any nature whatsoever, which may arise by reason of such alteration in width and/or elevation as aforesaid, or by reason of the discontinuance and removal of the Works, as a result of such alteration in width and/or elevation or construction.

6. In particular, but without restricting the generality of the foregoing, it is understood and agreed that:

- (1) this agreement may be revoked at any time by the Municipality;
- (2) the Owner will at all times, and at his own expense, keep and maintain the Works in good and sufficient repair to the satisfaction of the Municipal Engineer;
- (3) in the event of the termination of this agreement from any cause whatsoever, the Owner will, at his own expense, and within a period of one month from the date of such termination, or such further or shorter period as may be specified by the Municipal Engineer, remove the Works and fill up any excavation made, constructed or maintained, with respect to such encroachment, and replace and put the sidewalk, street, lane or other public place in, under or over such area in the same condition as the adjoining sidewalk, street, lane or other public place to the satisfaction of the Municipal Engineer;
- (4) should the Owner fail to keep the Works or covering thereof in good and sufficient repair, to the satisfaction of the Municipal Engineer, or failing to remove the Works or to fill up any excavation, the Municipal Engineer shall make such repairs, including structural changes, when by him deemed necessary, or remove the Works, or fill up such excavation, as the case may require, in the opinion of the Municipal Engineer, and the Owner shall pay the costs of such work to the Municipality forthwith; and in



the default of payment, the amount of such cost and interest at twelve per cent per annum may be recovered in any court of competent jurisdiction, or the same may be recovered in like manner as overdue taxes against the Land.

7. Time shall be of the essence.

8. This agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

9. Words herein importing the singular number, or the masculine gender only, shall include more persons, parties or things of the same kind than one, and females as well as males, and the converse, and, unless the context requires a different meaning, words herein shall bear the same meaning as in the Municipal by-laws aforesaid.

IN WITNESS WHEREOF the said Owner has hereunto set his hand and seal the day and year first above written.

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

[Signature] )

Witness )

[Signature B.C.] )  
Address )

[Signature] )  
Occupation )

The Common Seal of )  
was hereto )  
affixed in the presence of: )

\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)

[Signature]  
[Signature]

(SEAL)

[Signature]



JOHN (JACK) GISBORNE  
BRITISH COLUMBIA LAND SURVEYOR

ASSOCIATED WITH R.G. (Ron) FULLER, CIVIL ENGINEER  
OFFERING COMPLETE PROFESSIONAL SERVICES FOR SUBDIVISION DEVELOPMENT.

SUBDIVISION PLANNING

PHONE 753-9181

LEGAL AND TOPOGRAPHIC SURVEYS

#7 - 20 Front Street

NANAIMO, B.C.

V9R 5H8

FILE No. 483

F. B. 194-59

LARRY McKENNA  
295 CILAIRE  
NANAIMO, B.C.

Dear Sirs:

AUG. 20 19 81

RE: LOT 1, BLOCK 1, PLAN 318,  
WELLINGTON DISTRICT

I hereby certify that the building constructed on the above described parcel lies entirely within the legal boundaries thereof as indicated on the sketch below.

The measurements shown on the sketch below are the shortest distances between the foundation of the building (and garage, carport) and the adjacent boundaries of the parcel, unless otherwise indicated. The sketch also shows the dimensions of the parcel and the street or streets on which it fronts.

Scale: 1:200

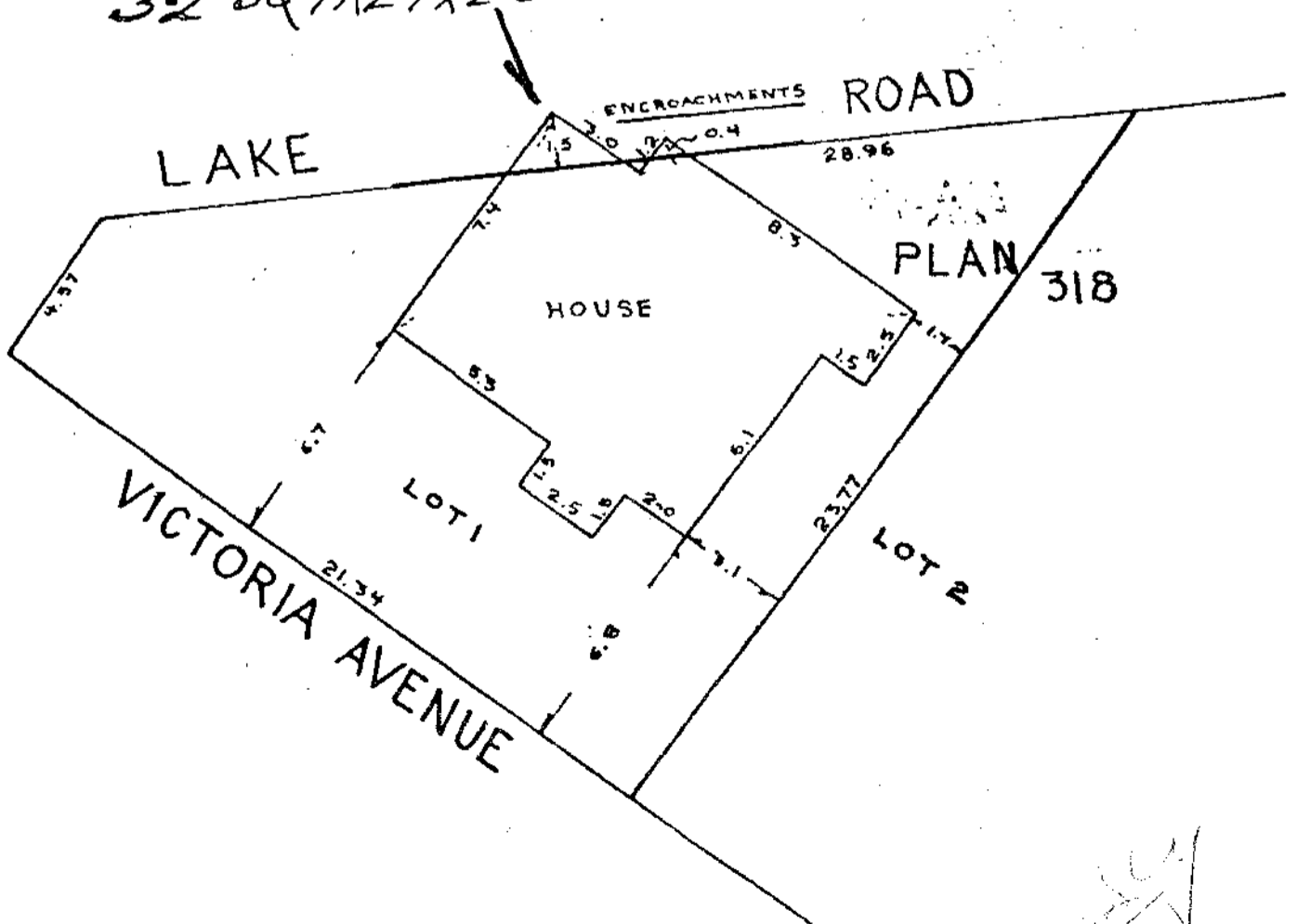
Yours very truly,

NOTE: All measurements metric.

J. GISBORNE, B.C.L.S.



*BAUGH-ALLEN ENCROACHMENT  
3.2 SQ METRES OR 30 SQ FT. +/-*



LONG

LAKE

H.W.M. as shown on Plan 318

M.H.

LAKE

M.H.

ROAD

Parks Bldg.

M.H.

sundeck  
house  
Block

1

2

6

5

Plan  
3

318

WELLESLEY  
AVE.

Block

2

3

7

1

4

STREET

8

7

Block

6

VICTORIA  
AVE.

101st

2

6

5

AVE.

100

3

THE CORPORATION OF THE CITY OF NANAIMO

Long Lake Park

SCALE 1" = 50'

DATE JUNE 5, 1977

1642.9.77

CITY ENGINEER

CITY OF NANAIMO

BYLAW NO. 2376

A BYLAW TO AUTHORIZE THE CITY OF NANAIMO  
TO LEASE CERTAIN PROPERTY

The Council of the City of Nanaimo in open meeting assembled enacts as follows:


1. This Bylaw may be cited as the "LEASE AUTHORIZATION BYLAW 1981 NO. 2376".
2. His Worship, the Mayor, and the City Clerk are hereby authorized and empowered to execute a lease in the form attached hereto and forming part of this Bylaw in favour of the following:


Peter Francis GEYSEN and Christine Margaret GEYSEN, 427 Prideaux Street, Nanaimo, B. C. V9R 2N6 for THAT portion of Prideaux Street adjoining Lot 17, Block 24, Section 1, Nanaimo District, Plan 584, as shown outlined upon the sketch map attached to such lease.

PASSED FIRST, SECOND AND THIRD READINGS 1981-OCT-26.

RECONSIDERED, FINALLY PASSED AND ADOPTED 1981-NOV-02.

REPEALED 1985-DEC-16.

  
M A Y O R

  
C I T Y C L E R K



NOW THIS AGREEMENT WITNESSETH:

ENCROACHMENT

1. That, in consideration of the premises and the covenants contained herein by the Owner to be performed and observed, the Municipality (so far as it legally can, but not otherwise, and subject to the by-laws aforesaid), grants unto the Owner permission to construct and maintain an encroachment comprising:

5.85 m<sup>2</sup> (62.969 square feet)

and adjoining the Land and in accordance with the plan attached, which encroachment, including all excavation or other work now or hereafter performed in connection therewith, is hereinafter referred to as "the Works".

NO RELIEF

2. It is understood, covenanted and agreed by and between the parties hereto that no provision of these presents and no act or omission or finding of negligence, whether joint or several, as against the Municipality, in favour of any third party, shall operate to relieve, or be deemed to relieve, the Owner in any manner whatsoever from any liability to the Municipality in the premises, or under these presents, or under the provisions of the Municipal Act, or any by-law of the Municipality and amendments thereto.

FEE

3. The Owner covenants and agrees:

- (1) that he will pay to the Municipality the fee of  
 ----- One ----- DOLLARS  
 (\$1.00 ) upon the execution of this  
 agreement; and also for the permission hereby  
 granted the annual sum of -----  
 ----- Five ----- DOLLARS



( \$ 5.00 ) the first annual payment to be payable upon the execution of this agreement and the ensuing annual payments to be paid on the first day of November in each and every year during the continuance of this agreement;

SAVE HARMLESS

(2) to save harmless the Municipality from any and all liability whatsoever arising out of:

(a) the Works encroaching upon, under or over the highway of the Municipality,

(b) the Owner's construction of anything upon, under or over the highway, or

(c) the Owner's maintenance of anything upon, under or over the highway,

(d) the Owner's occupation or use of the highway or the ground below or the air above for the purpose of such encroachment by the Works;

(3) to charge his interest in the Land in favour of the Municipality for the payment of all sums which may at any time hereafter be payable by the Municipality in respect of any claims, loss, damage or expense of whatsoever kind arising:

(a) from the construction, maintenance or existence of the Works,

(b) from the permission hereby granted,

and to indemnify for payment provided in the said by-laws referred to herein, or under the terms of this agreement;

INSURANCE

(4) if requested to do so by the Municipal Engineer, deposit with the Municipality a policy of public liability insurance in a form and amount acceptable to the Municipal Engineer insuring both the Owner and the Municipality against any





loss resulting from the occurrences mentioned in (2) above. Cancellation of such insurance will serve to immediately cancel this agreement and any right the owner derives hereunder;

ENTRY (5) that the Municipality's servants or agents shall have the right at any and all reasonable times of entering into and upon the Land for the purpose of constructing, maintaining, inspecting or removing any public structure service or utility running underneath the sidewalk or in the vicinity of the said Works;

MUNICIPAL  
WORKS (6) that in the event of any alteration or change being necessary by the construction, maintenance, use or removal of the Works to any meter, water service, sewer or other public works or utility in the vicinity of the Land, the Owner will reimburse the Municipality for whatever sums may be incurred by the Municipality in making such alterations or changes as may be deemed necessary by the Municipal Engineer;

DEFAULT (7) at all times to observe and perform the provisions of the by-laws of the Municipality, and this agreement shall be at all times subject thereto and in case the Owner shall fail to comply with the provisions of the said by-laws, or any of them or of this agreement, all rights of the Owner hereunder shall thereupon terminate and be at an end; but the Municipality, nevertheless, shall be entitled to proceed with the enforcement of any security or indemnity herein provided, or upon any bond or otherwise in satisfaction of any claim, loss or expenses of whatsoever kind arising under this agreement, or from the permission hereby granted.

REGISTRATION

4. In the event of this agreement being registered as a charge against the Land, none of the Owner's covenants herein contained shall be personal or binding upon the Owner save or except during the owner's seisin of or ownership of any interest in the Land, and with respect only to the portion of the Land of which the Owner shall be seised or in which he shall have an interest; but that the said Land shall, nevertheless, be and remain at all times charged therewith.

ALTERATION OF

MUNICIPAL

WORKS

5. This agreement shall not in any way operate to restrict the right of the Municipality at any time to:

- (1) alter the road, curb, gutter, sidewalk or boulevard abutting or adjoining the Land, and notwithstanding that the effect of such alteration in width or elevation may be to render the Works useless for the purposes of the Owner;
- (2) construct any form of structure or utility on, over or under any portion of the highway in which the Works encroach and for such purpose require that the Works be removed in part or in whole; and

the Owner covenants that, in the event of the Municipality effecting any such alteration in the width and/or elevation of the said roadway, sidewalk and/or boulevard, or in requiring removal of all or part of the Works, he will release and forever discharge, and doth hereby release and forever discharge, the Municipality from all manner of claims of any nature whatsoever, which may arise by reason of such alteration in width and/or elevation as aforesaid, or by reason of the discontinuance and removal of the Works, as a result of such alteration in width and/or elevation or construction.



6. In particular, but without restricting the generality of the foregoing, it is understood and agreed that:

- (1) this agreement may be revoked at any time by the Municipality;
- (2) the Owner will at all times, and at his own expense, keep and maintain the Works in good and sufficient repair to the satisfaction of the Municipal Engineer;
- (3) in the event of the termination of this agreement from any cause whatsoever, the Owner will, at his own expense, and within a period of one month from the date of such termination, or such further or shorter period as may be specified by the Municipal Engineer, remove the Works and fill up any excavation made, constructed or maintained, with respect to such encroachment, and replace and put the sidewalk, street, lane or other public place in, under or over such area in the same condition as the adjoining sidewalk, street, lane or other public place to the satisfaction of the Municipal Engineer;
- (4) should the Owner fail to keep the Works or covering thereof in good and sufficient repair, to the satisfaction of the Municipal Engineer, or failing to remove the Works or to fill up any excavation, the Municipal Engineer shall make such repairs, including structural changes, when by him deemed necessary, or remove the Works, or fill up such excavation, as the case may require, in the opinion of the Municipal Engineer, and the Owner shall pay the costs of such work to the Municipality forthwith; and in



the default of payment, the amount of such cost and interest at twelve per cent per annum may be recovered in any court of competent jurisdiction, or the same may be recovered in like manner as overdue taxes against the Land.

7. Time shall be of the essence.

8. This agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

9. Words herein importing the singular number, or the masculine gender only, shall include more persons, parties or things of the same kind than one, and females as well as males, and the converse, and, unless the context requires a different meaning, words herein shall bear the same meaning as in the Municipal by-laws aforesaid.

IN WITNESS WHEREOF the said Owner has hereunto set his hand and seal the day and year first above written.

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

\_\_\_\_\_  
Witness )

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )

The Common Seal of )  
was hereto )  
affixed in the presence of: )

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ )

\_\_\_\_\_

(SEAL)



The Common Seal of the )  
Municipality was hereunto )  
affixed in the presence of: )

\_\_\_\_\_  
Mayor )

\_\_\_\_\_  
Clerk )

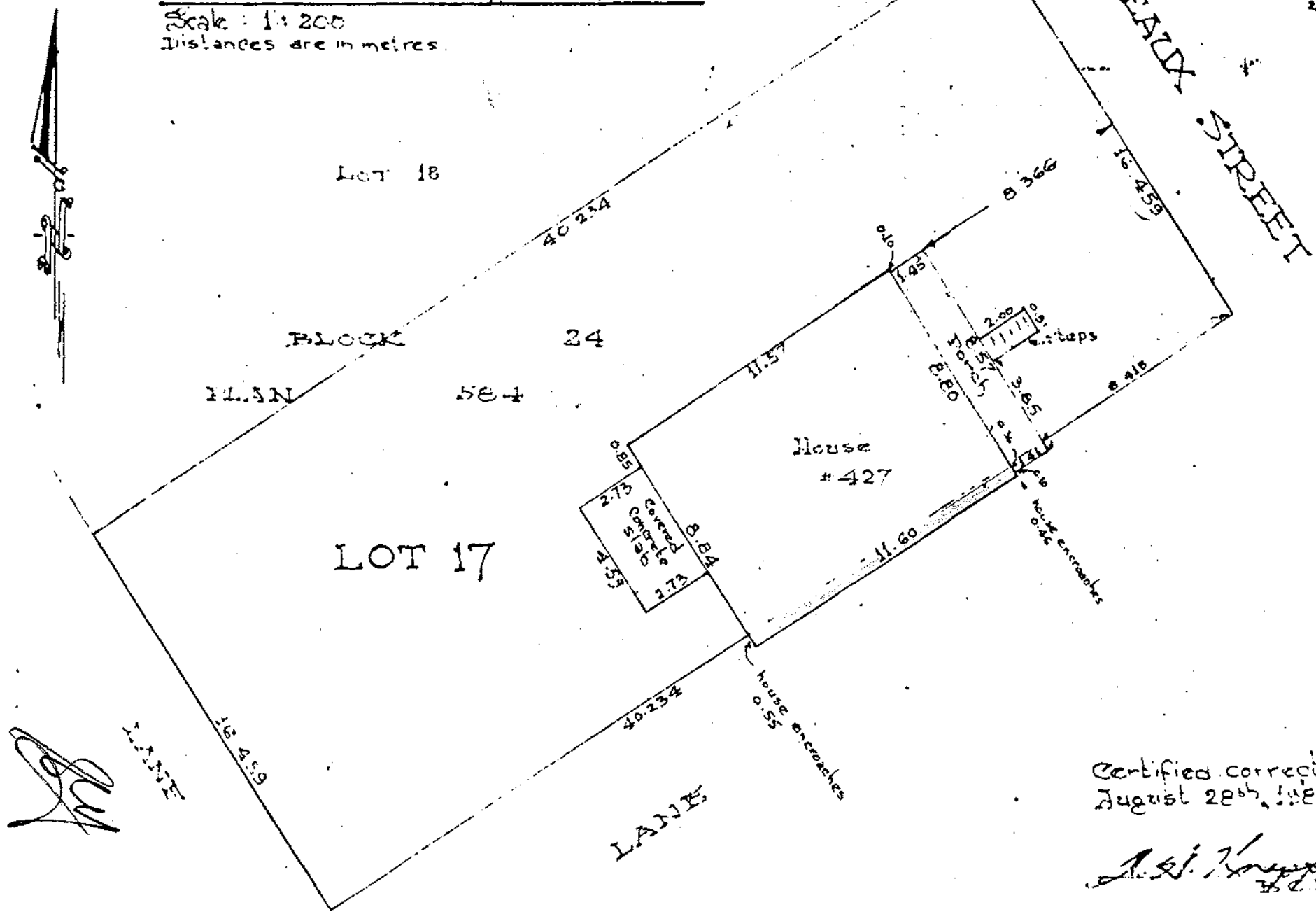
(SEAL)

Authorized by Council resolution on the \_\_\_\_\_ day  
of \_\_\_\_\_, 198 .

\_\_\_\_\_  
Municipal Clerk

SURVEYOR'S CERTIFICATE on:-  
LOT 17, BLOCK 24, SECTION 1,  
NANAIMO DISTRICT, PLAN 584.

Scale: 1:200  
 Distances are in metres.



*[Handwritten signature]*

Certified correct,  
 August 28th, 1981.

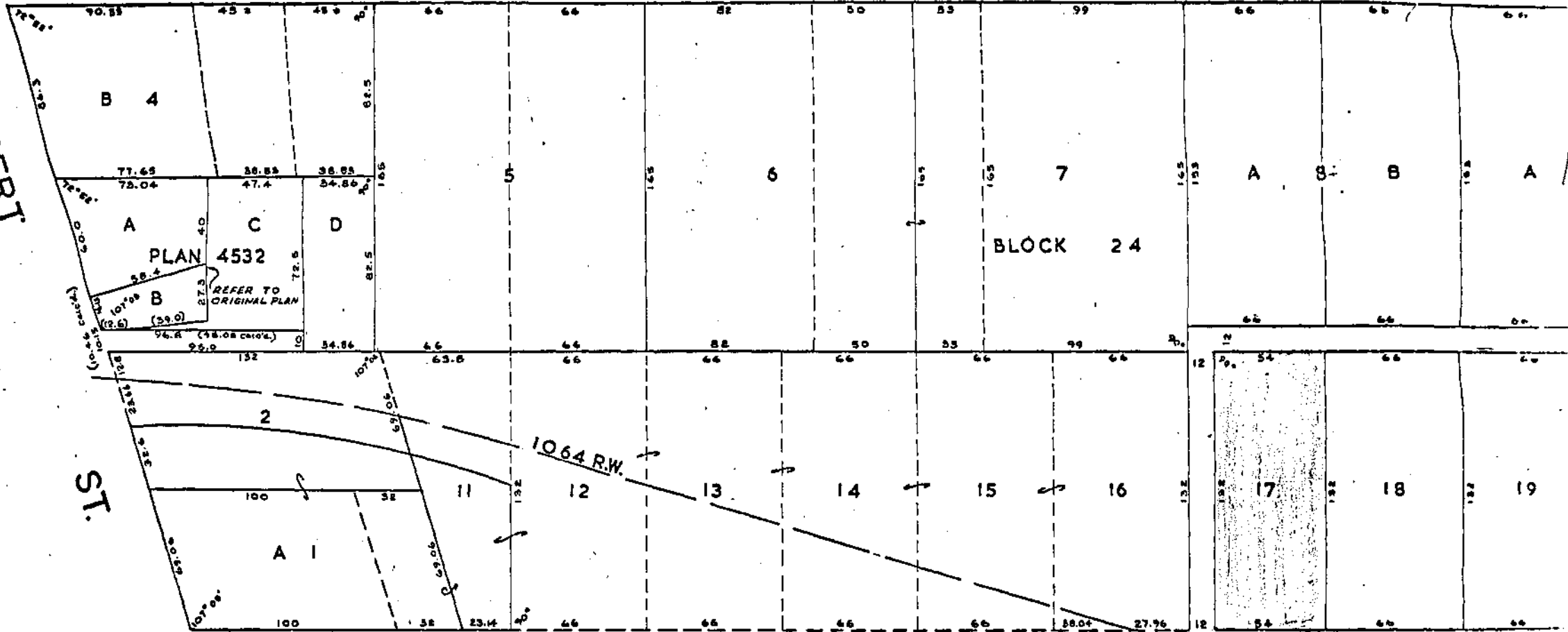
*[Handwritten signature]*  
 B.C.L.S.

*[Handwritten signature]*

MILTON

ST.

ALBERTI



BLOCK 24

PRIDEAUX

ST.



Title No. K 7 6 6 9 0

From Title No. E2462

LAND TITLE ACT  
(FORM 21, Section 173(1))

CERTIFICATE OF INDEFEASIBLE TITLE

Land Title Office, Victoria, British Columbia

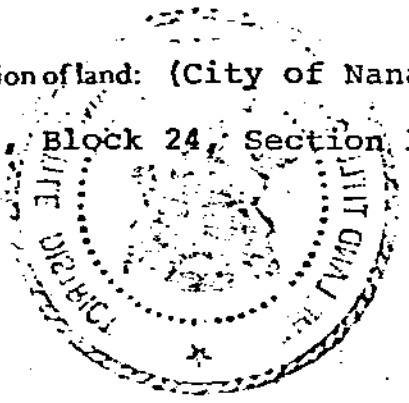
The undermentioned owner in fee-simple is indefeasibly entitled to an estate in fee-simple, subject to such charges, liens, and interests as are notified by endorsement on this certificate and subject to the conditions, exceptions, and reservations set out on the back hereof, to the land in British Columbia described below.

Registered owner in fee-simple: (Application for registration received on 7th August, 1981).

PETER FRANCIS GEYSEN, Fisherman, and CHRISTINE MARGARET GEYSEN, Homemaker,  
427 Prideaux Street, Nanaimo, as JOINT TENANTS

Description of land: (City of Nanaimo)

Lot 17, Block 24, Section 1, Nanaimo District, Plan 584



CHARGES, LIENS, AND INTERESTS\*

Nature of Charge, Number, Date and Time of Application	Registered Owner of Charge	Remarks
U 181533-G	The Crown	AFB 38.94.D32029 DD 33329-I
M K76691 7.8.81 9:07	The Toronto-Dominion Bank	

Signed and sealed by me, this 14th day of August 19 81

Deputy Registrar

dh

DUPLICATE CERTIFICATE OF TITLE

Date Issued	Name and Address of Person to Whom Delivered	Filing Reference of Request for Duplicate Certificate of Title	Date of Cancellation of Duplicate Certificate of Title

Title Cancelled and Interest Disposed of as Follows	Date	Signature of Registrar
112		



CITY OF NANAIMO

BYLAW NO. 2412

A BYLAW TO REGULATE THE HOURS OF OPERATION  
OF AUTOMOBILE SERVICE STATIONS AND AUTOMOBILE SERVICE GARAGES

WHEREAS pursuant to Section 925(4) of the Municipal Act, the Council may extend the hours of operation of an automobile service station or automobile service garage in an area or areas of the Municipality applicable to any days of the week, to any days mentioned in Section 920 of the Municipal Act, and to any months of the year;

AND WHEREAS pursuant to Section 925(3) of the Municipal Act, the Council may, by bylaw adopted by an affirmative vote of at least two-thirds of all its members, provide for the issue of permits to an operator of an automobile service station or an automobile service garage therein granting exemption from the closing hours stipulated in this bylaw.

AND WHEREAS this bylaw has received the assent of the majority of the operators of the automobile service stations and garages in the Municipality by secret ballot;

THEREFORE BE IT RESOLVED that the Council of the City of Nanaimo, in open meeting assembled, ENACTS AS FOLLOWS:

1. This bylaw may be cited for all purposes as the "SERVICE STATION CLOSING BYLAW 1982 NO. 2412."

2. This bylaw shall apply to all automobile service stations and automobile service garages lying within the limits of the City of Nanaimo, hereinafter referred to as the "area".

3. Except as may be otherwise provided in this bylaw, all automobile service stations and automobile service garages in the area shall remain closed for the serving of customers from twelve o'clock midnight of each day until six o'clock in the morning of the following day and this shall also apply to the days mentioned in Section 920 of the Municipal Act.

4. Notwithstanding any other provision of this bylaw, the Municipal Council may, at its sole discretion, issue a permit as set out in Schedule "A" attached to and forming part of this bylaw to the operator or operators of any automobile service station or automobile service garage, therein granting exemption from Section 3 of this bylaw.

5. A permit issued pursuant to Section 4, shall be subject to the following regulations:

- (1) The operator or operators shall provide an emergency service with a minimum of one employee on duty at all times and one employee available on call and shall have available a service vehicle to respond to an emergency call for service from a motorist within the Municipality who is unable to drive to the service station for the service he requires.
- (2) For the purposes of this Bylaw "Employee" shall include an Agent of the operator or operators of an automobile service station or automobile service garage.
- (3) The automobile service station or automobile service garage in respect of which a permit is issued shall be open for the serving of customers continuously for twenty-four hours each and every day, including those mentioned in Section 920 of the Municipal Act.

- (4) An application for a permit under Section 4 shall be made in writing, upon a form as set out in Schedule "B" attached to and forming part of this Bylaw.
- (5) A permit shall not be transferable from one operator to another operator nor from one location to a different location.
- (6) Each permit shall continue in effect until it is revoked.
- (7) In the event that a permit is revoked, a new permit in respect of the automobile service station or automobile service garage for which such permit was issued, shall not be issued until one year has elapsed from the date of revocation without the unanimous approval of the Municipal Council.
- (8) The number of permits in effect at any one time shall not exceed four (4) or one-tenth (1/10) of the number of automobile service stations and garages in the municipality, whichever is greatest.

7. The Municipal Council may revoke any permit issued pursuant to this bylaw with or without notice at its sole discretion.

8. Every person who violates any of the provisions of this bylaw shall be guilty of an offence punishable on summary conviction and shall be liable to a fine not exceeding \$2,000.00 or six (6) months imprisonment, or both.

9. The "SERVICE STATION CLOSING BY-LAW 1962 NO. 1138" and all amendments thereto, is hereby repealed.

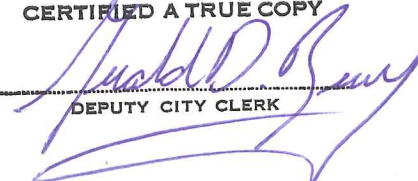
RECEIVED ASSENT of Operators on the Twentieth day of November, 1981.

PASSED FIRST, SECOND AND THIRD READINGS BY CITY COUNCIL 1982-FEB-01.

RECONSIDERED, FINALLY PASSED AND ADOPTED BY A TWO-THIRDS MAJORITY OF CITY COUNCIL ON 1982-FEB-15.

REPEALED 2000. APR. 10.

CERTIFIED A TRUE COPY

  
DEPUTY CITY CLERK

"F.J. NEY"  
MAYOR

"S.T. GRAY"  
CITY CLERK

CITY OF NANAIMO

AUTOMOBILE SERVICE STATION/SERVICE GARAGE CLOSING EXEMPTION PERMIT

This permit is issued to \_\_\_\_\_

\_\_\_\_\_ operator of the premises known as

\_\_\_\_\_ and located at \_\_\_\_\_

The operator named herein, is hereby granted exemption from the provisions of Section 3 of the "SERVICE STATION CLOSING BYLAW 1982 NO. 2412" governing the closing hours of automobile service stations and automobile service garages.

It is a condition of this permit that:

- (1) The automobile service station or automobile service garage in respect of which this permit is issued shall be open for the serving of customers continuously for twenty-four hours each and every day of the year.
- (2) A minimum of one employee shall be on duty at all times with one employee on call, and a service vehicle shall be available to respond to an emergency call for service from a motorist within the Municipality who is unable to drive to the service station for the service he requires.
- (3) Permits shall not be transferable from one operator to another operator nor from one location to a different location.

DATED AT Nanaimo, B.C., this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ .

\_\_\_\_\_  
CITY CLERK

Schedule "B"

CITY OF NANAIMO

APPLICATION FOR EXEMPTION FROM THE SHOPS CLOSING  
REGULATIONS AS THEY APPLY TO AUTOMOBILE SERVICE  
STATIONS AND SERVICE GARAGES

To City Council  
City Hall  
NANAIMO, B.C.

Pursuant to the provisions of the "SERVICE STATION  
CLOSING BYLAW 1982 NO. 2412", I, \_\_\_\_\_  
\_\_\_\_\_ operator of an Automobile Service Station  
in premises operated under the name of \_\_\_\_\_  
\_\_\_\_\_ and located at  
\_\_\_\_\_ apply for a  
permit granting exemption from the provisions of Section 3 of the  
"SERVICE STATION CLOSING BYLAW 1982 NO. 2412" governing the  
closing hours of automobile service stations and automobile  
service garages.

In support of this application, I undertake:

- (1) To keep the said Automobile Service Station open for the serving of customers continuously for twenty-four hours each and every day.
- (2) That during such period, emergency service will be available at all times with a minimum of one employee on duty at all times and one employee available on call, to provide such service, and a service vehicle available.

This application is made with the full knowledge that should a permit be granted, such permit can be revoked at any time with or without notice.

DATED AT Nanaimo, B.C., this \_\_\_\_\_ day of \_\_\_\_\_ 19 .

\_\_\_\_\_  
APPLICANT

CITY OF NANAIMO

BYLAW NO. 2502

WHEREAS pursuant to Section 242 of the Municipal Act, the Council may, by bylaw, adopted by at least two-thirds of all its members delegate authority to a Standing Committee established under Section 239 of the Act, with the restrictions or conditions specified in the bylaw, to exercise any of the executive or administrative powers of the Council;

AND WHEREAS the Mayor has established a Standing Committee to be empowered to make decisions respecting implementation of the Downtown Revitalization Program, within the principals set down by Council;

AND WHEREAS this Standing Committee is to be known as the Downtown Development Committee.

THEREFORE the Council of the City of Nanaimo, in open meeting assembled, ENACTS AS FOLLOWS:

1. This bylaw may be cited as "DOWNTOWN DEVELOPMENT COMMITTEE BYLAW 1982 NO. 2502".

2. The "Downtown Development Committee" shall be composed as follows, with such appointments to be made by the Mayor:

(1) Three (3) members of the City Centre Association.

(2) Three (3) members of Council.

(3) Three (3) alternate members from both the Association and the Council.

3. (1) A quorum of the Committee shall be four (4) members.

(2) Notwithstanding (1), a quorum does not exist unless the number of members of Council present who are members of the Committee, is greater than or equal to the number of other members present.

4. (1) The Mayor shall appoint the Chairman from amongst the members named in 2.

(2) The Chairman, or Acting Chairman, shall be a member of Council.

(3) All meetings shall be Chaired by a member of Council.

5. (1) All of the executive and administrative powers of Council related to undertaking and carrying out the construction of the works described in Section 2(2) of "DOWNTOWN REVITALIZATION SPECIFIED AREA BYLAW 1982 NO. 2424" are hereby delegated to the committee.

(2) The power delegated under (1) does not include the power to enact bylaws or to pass resolutions or to enter into any agreement, lease or licence, respecting easements, encroachments, or rights-of-way, or to undertake the acquisition of property.

6. All motions shall be seconded before being debated.

7. The Council may refer to the Committee for advice, from time-to-time, any matter coming within the scope of downtown development.

8. Except as may be otherwise provided in this bylaw, all proceedings of the committee shall be governed by the "COUNCIL PROCEDURE BYLAW 1982 NO. 2500", and amendments thereto.

PASSED FIRST, SECOND AND THIRD READINGS 1982-OCT-18.

ADOPTED BY A TWO-THIRDS MAJORITY VOTE OF COUNCIL 1982-OCT-25.

REPEALED 1987-FEB-02

  
\_\_\_\_\_  
M A Y O R  
\_\_\_\_\_  
C I T Y C L E R K



CITY OF NANAIMO

BYLAW NO. 2508

A BYLAW TO AUTHORIZE THE CITY OF NANAIMO  
TO LEASE CERTAIN PROPERTY

WHEREAS the Council may, pursuant to Section 542 of the Municipal Act, absolutely lease any real property held or owned by the municipality for any term or terms;

THEREFORE the Council of the City of Nanaimo in open meeting assembled ENACTS AS FOLLOWS:

1. This Bylaw may be cited as the "LEASE AUTHORIZATION BYLAW 1982 NO. 2508".


2. His Worship, the Mayor, and the City Clerk are hereby authorized and empowered to execute a lease in the form attached hereto and forming part of this Bylaw, in favour of the following:

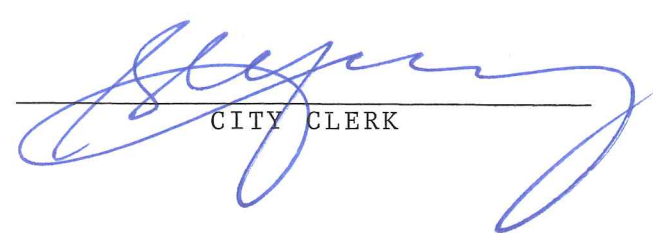
- (1) Gordon Street Holdings Ltd., 2585 Lynburn Crescent, Nanaimo, B.C. V9R 5J6 for that portion of Commercial Street adjoining Lot 1, Section 1, Plan 23720 (Folio No. 06046.000), civic address 75 Commercial Street, Nanaimo, B.C. in accordance with Building Permit No. 20087.

PASSED FIRST, SECOND AND THIRD READINGS 1982-OCT-18.

ADOPTED 1982-OCT-25.

REPEALED 1984-APR-02.

  
\_\_\_\_\_  
M A Y O R

  
\_\_\_\_\_  
CITY CLERK

CITY OF NANAIMO

ENCROACHMENT AGREEMENT

Made this 1st day of November, 1982.

BETWEEN:

Gordon Street Holdings Ltd.  
2585 Lynburn Crescent  
Nanaimo, B. C.  
V9S 3T5

(hereinafter called "the Owner");

OF THE FIRST PART;

AND:

City of Nanaimo  
455 Wallace Street  
Nanaimo, B. C.  
V9R 5J6

(hereinafter called "the Municipality");

OF THE SECOND PART;

WHEREAS the Owner is the owner of:

Lot 1, Section 1, Plan 23720  
74 Commercial Street  
Folio No. 06046.000

(hereinafter called the "Land")

in the Municipality and has requested the Municipality to grant him permission to construct, use or continue the use or existence of an encroachment onto land owned or possessed by the Municipality which encroachment is appurtenant to the Land, which request the Municipality has agreed to grant, subject to the provisions of all Municipal Bylaws and to the terms and conditions herein set forth.

NOW THIS AGREEMENT WITNESSETH:

ENCROACHMENT

1. That, in consideration of the premises and the covenants contained herein by the Owner to be performed and observed, the Municipality (so far as it legally can, but not otherwise, and subject to the bylaws aforesaid), grants unto the Owner permission to construct and maintain an encroachment comprising:

Sign Encroachment of .8045 square meters or 8.66 square feet.

and adjoining the Land and in accordance with the plan attached, which encroachment, including all excavation or other work now or hereafter performed in connection therewith, is hereinafter referred to as "the Works".

NO RELIEF

2. It is understood, covenanted and agreed by and between the parties hereto that no provision of these presents and no act or omission or finding of negligence, whether joint or several, as against the Municipality, in favour of any third party, shall operate to relieve, or be deemed to relieve, the Owner in any manner whatsoever from any liability to the Municipality in the premises, or under these presents, or under the provisions of the Municipal Act, or any bylaw of the Municipality and amendments thereto.

FEE

3. The Owner covenants and agrees:

(1) that he will pay to the Municipality

(a) the fee of -----ONE-----  
-----00/DOLLARS  
(\$1.00 ) upon the execution of this agreement;

(b) for the permission hereby granted an annual sum, the first annual payment in the sum of -----FIFTY-----00/DOLLARS  
(\$50.00 ) to be payable upon the execution of this agreement; and

(c) the ensuing annual payments to be paid on the 1st day of November each and every year during the continuance of this agreement in the sum fixed by resolution of the Municipality's Council in each year, at least thirty days prior to the annual date of payment under this agreement.

SAVE HARMLESS

- (2) to save harmless the Municipality from any and all liability whatsoever arising out of:
- (a) the Works encroaching upon, under or over the highway of the Municipality,
  - (b) the Owner's construction of anything upon, under or over the highway, or
  - (c) the Owner's maintenance of anything upon, under or over the highway,
  - (d) the Owner's occupation or use of the highway or the ground below or the air above for the purpose of such encroachment by the Works;
- (3) to charge his interest in the Land in favour of the Municipality for the payment of all sums which may at any time hereafter be payable by the Municipality in respect of any claims, loss, damage or expense of whatsoever kind arising:
- (a) from the construction, maintenance or existence of the Works,
  - (b) from the permission hereby granted,

and to indemnify for payment provided in the said by-laws referred to herein, or under the terms of this agreement;

INSURANCE

- (4) if requested to do so by the Municipal Engineer, deposit with the Municipality a policy of public liability insurance in a form and amount acceptable to the Municipal Engineer insuring both the Owner and the Municipality against any loss resulting from the occurrences mentioned in (2) above. Cancellation of such insurance will serve to immediately cancel this agreement and any right the owner derives hereunder;

ENTRY

- (5) that the Municipality's servants or agents shall have the right at any and all reasonable times of entering into and upon the Land for the purpose of constructing, maintaining, inspecting or removing any public structure service or utility running underneath the sidewalk or in the vicinity of the said Works;

MUNICIPAL  
WORKS

- (6) that in the event of any alteration or change being necessary by the construction, maintenance, use or removal of the Works to any meter, water service, sewer or other public works or utility in the vicinity of the Land, the Owner will reimburse the Municipality for whatever sums may be incurred by the Municipality in making such alterations or changes as may be deemed necessary by the Municipal Engineer;

DEFAULT

- (7) at all times to observe and perform the provisions of the bylaws of the Municipality, and this agreement shall be at all times subject thereto and in case the Owner shall fail to comply with the provisions of the said bylaws, or any of them or of this agreement, all rights of the Owner hereunder shall thereupon terminate and be at an end; but the Municipality, nevertheless, shall be entitled to proceed with the enforcement of any security or indemnity herein provided, or upon any bond or otherwise in satisfaction of any claim, loss or expenses of whatsoever kind arising under this agreement, or from the permission hereby granted.

REGISTRATION

4. In the event of this agreement being registered as a charge against the Land, none of the Owner's covenants herein contained shall be personal or binding upon the Owner save or except during the owner's seisin of or ownership of any interest in the Land, and with respect only to the portion of the Land of which the Owner shall be seised or in which he shall have an interest; but that the said Land shall, nevertheless, be and remain at all times charged therewith.

ALTERATION OF  
MUNICIPAL  
WORKS

5. This agreement shall not in any way operate to restrict the right of the Municipality at any time to:

- (1) alter the road, curb, gutter, sidewalk or boulevard abutting or adjoining the Land, and notwithstanding that the effect of such alteration in width or elevation may be to render the Works useless for the purposes of the Owner;
- (2) construct any form of structure or utility on, over or under any portion of the highway in which the Works encroach and for such purpose require that the Works be removed in part or in whole; and

the Owner covenants that, in the event of the Municipality effecting any such alteration in the width and/or elevation of the said roadway, sidewalk and/or boulevard, or in requiring removal of all or part of the Works, he will release and forever discharge, and doth hereby release and forever discharge, the Municipality from all manner of claims of any nature whatsoever, which may arise by reason of such alteration in width and/or elevation as aforesaid, or by reason of the discontinuance and removal of the Works, as a result of such alteration in width and/or elevation or construction.

6. In particular, but without restricting the generality of the foregoing, it is understood and agreed that:

- (1) this agreement may be revoked at any time by the Municipality;
- (2) the Owner will at all times, and at his own expense, keep and maintain the Works in good and sufficient repair to the satisfaction of the Municipal Engineer;
- (3) in the event of the termination of this agreement from any cause whatsoever, the Owner will, at his own expense, and within a period of one month from the date of such termination, or such further or shorter period as may be specified by the Municipal Engineer, remove the Works and fill up any excavation made, constructed or maintained, with respect to such encroachment, and replace and put the sidewalk, street, lane or other public place in, under or over such area in the same condition as the adjoining sidewalk, street, lane or other public place to the satisfaction of the Municipal Engineer;
- (4) should the Owner fail to keep the Works or covering thereof in good and sufficient repair, to the satisfaction of the Municipal Engineer, or failing to remove the Works or to fill up any excavation, the Municipal Engineer shall make such repairs, including structural changes, when by him deemed necessary, or remove the Works, or fill up such excavation, as the case may require, in the opinion of the Municipal Engineer, and the Owner shall pay the costs of such work to the Municipality forthwith; and in the default of payment, the amount of such cost and interest at twelve percent per annum may be recovered in any court of competent jurisdiction, or the same may be recovered in like manner as overdue taxes against the Land.

7. Time shall be of the essence.

8. This agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

9. Words herein importing the singular number, or the masculine gender only, shall include more persons, parties or things of the same kind than one, and females as well as males, and the converse, and, unless the context requires a different meaning, words herein shall bear the same meaning as in the Municipal bylaws aforesaid.

IN WITNESS WHEREOF the said Owner has hereunto set his hand and seal the day and year first above written.

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

\_\_\_\_\_)  
Witness )

\_\_\_\_\_)  
Address )

\_\_\_\_\_)  
Occupation )

The Common Seal of )  
\_\_\_\_\_ was hereto )  
affixed in the presence of: )

CITY OF NANAIMO )  
The Common Seal of the )  
Municipality was hereunto )  
affixed in the presence of: )

\_\_\_\_\_)  
Mayor )

\_\_\_\_\_)  
Clerk )

(SEAL)

Authorized by Council resolution on the 25th day of Oct. 1982.

\_\_\_\_\_  
CLERK

*Dm. BL*

PROPERTY SCREEN version 1.8

ERRORS & OMISSIONS EXCEPTED

folio: 06046.000 (12) A

legal: LOT: 1 SEC: 1 PLAN: 23720

civic: 74 COMMERCIAL STREET

owner: GORDON STREET HOLDINGS LTD

address: 2585 LYNBURN CRESCENT  
of NANAIMO, B.C.  
owner V9S 3T5

land title no: 65081W  
old title no: 000000

actual use: 204 STORE(S) AND OFFICES  
manual use: 1503 GENERAL COMMERCIAL - 1 STOREY - BETTER QUALITY  
planning zone: C8 GENERAL COMMERCIAL B

13) geocode: 0, 0  
14) rdn map sheet: 37A  
15) land district: 32  
16) ward number: 3  
17) enumeration area: 101  
18) neighbourhood: 00  
19) lot area: 0

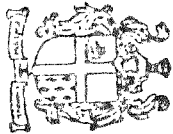
notes: line 1 ----- (capital letters)  
line 2 a----- (small letters)

ease ENTER inquiry option, or tap ENTER for HELP



Particulars  
74 Commercial B.  
(Admission Permits)

CITY OF HANAMMO  
BUILDING INSPECTION  
DIVISION



PLANS APPROVED  
SUBJECT TO COMPLIANCE WITH ALL  
RELEVANT CITY AND PROVINCIAL  
REGULATIONS.

DATE 82-04-23  
SIGNED [Signature]

2' x 13' facade  
to front side of building

BENEFICIAL FINANCE

STOB WALL

PERMIT ISSUED SUBJECT TO  
COMPLIANCE WITH SIBN BY-LAW # 1151

RECEIVED

CITY OF HANAMMO  
BUILDING INSPECTION DIVISION

APR 19 1982

PLEASE PRINT

City of Nanaimo — Department of Planning and Development  
Building Inspection Division - 455 Wallace Street, Nanaimo, B.C. V9R 5J6 - 754-4251

06046.000

I/We hereby make application to:

ERECT SINGLE FACIA SIGN

B P No 20087

Postal Address Job Site:

74 COMMERCIAL ST.

Legal Description:

LOT 1 PLAN 23720

Applicant:

MID ISLAND SIGNS

280 JUNIPER. 753-2173

Builder

APPLICANT

Architect/Designer

Proposed Use of Building

No. of Dwelling Units

Permit Applied for:

Building	( )	Cost	26 <sup>00</sup>	Fee	2 <sup>60</sup>	Storm Sewer Connection	( )	Size	Subtotal \$
Plumbing	( )	No. of Fixtures		Fee \$		Crossover	( )		Fee \$
Water Connection	( )	Size		Fee \$		Septic Tank	( )		Fee \$
Fire Line Connection	( )	Size		Fee \$		Occupancy of Road or Sidewalk	Weeks		Fee \$
Sanitary Sewer Connection	( )	Size		\$		Parking Spaces	Weeks		Fee \$ 2 <sup>60</sup>
				Subtotal \$					

I hereby agree to indemnify and keep harmless the City of Nanaimo against all claims, liabilities, judgements, costs and expenses of whatsoever kind which may in any way occur against the said City in consequence of, and incidental to, the granting of this permit, if issued. And I agree to pay to cost of repairing any damage to the sidewalk and/or curb by reason of the building operations in respect to which this permit is applied for. Also, I agree to remove or bring to a standard acceptable to the By-laws of the City of Nanaimo all other buildings or structures situate on the property described on this application as a condition to issuance of a building permit. And I further agree to conform to all requirements of the Building By-law and all other statutes and By-laws in force in the City of Nanaimo. I also agree that a business licence for all sub-trades is required.

*[Signature]*  
Applicant

Date

Tel No

Class of work will be: New  Repair  Addition  Conversion from  to  Alteration   
Demolition  Install Sign  Other

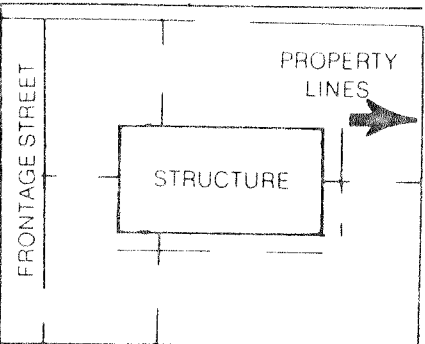
Plans Required: Architect  Heating  Electrical  Plumbing  Water Supply  Structural  Sewer  Site   
Drainage  Other

Site Details: Zoning C-B Frontage sq. ft.  Depth  Lot Area   
% coverage  No Parking  Clearance: Right  Left   
Front  Rear

Building: Total Width  Depth  Ground Floor Area  No.   
Stories  Height (Average)  Basement  Cellar

Type Construction: Wood Frame  Steel  Roof Slope  Roof Coverage   
Concrete  Metal  Clad  Masonry  Other

Heating: Electric  Air Condition  Solid Fuel  Hot Water   
Oil  Propane/Gas



Additional Approvals Required: Fire Marshall  Medical Health  Electrical  Factory Act  Rezoning   
Investigate Covenants  Pollution Control  Access Dept. of Hwys.  Board of Variance  Telephone   
Sewer  Authority for Easements  Other

Fixtures: Toilets  Wash Basins  Bathtubs  Automatic   
Washers  Sinks  Wash tubs  Showers  Urinals   
Others  Total No. of Fixtures  No. Fixture Units

OFFICE USE ONLY

Disposal Method: Sanitary Sewer  Septic Tank  Property Line Elevation   
Size

Size of Connections(s)  Purpose of Service  Meter Location   
Meter Required

R/W on Property   
Water Connection  Size  Fee \$   
Existing Water Tapping ( )  Size  Prepaid \$   
Other Approval Required

Location  Feet  of  Corner at elevation

Permit issued subject to compliance with  
sgn by-law #1151

Approved for Engineering Service

1 facia sign 13'x2'10" Date

Location (Property)

IT WOULD APPEAR THAT THE PROPOSED SIGN(S) MAY BE LOCATED OVER CITY OF NANAIMO PROPERTY AND/OR RIGHT OF WAY - THIS PERMIT IS ISSUED SUBJECT TO THE APPLICANT (PROPERTY OWNER) ENTERING INTO AN ENCROACHMENT AGREEMENT WITH THE CITY OF NANAIMO TO COVER ANY SUCH ENCROACHMENT, CONTACT C.O.N. LICENSING DEPT. FOR

FILE COPY

Permission is hereby granted under the provisions of all by-laws of the City of Nanaimo to Erect Single Facia Sign

Address of Job Site 74 Commercial Street

Legal Description Lot 1, Plan 23720

Applicant Mid Island Signs 280 Juniper St. 753-2178

Contractor/Builder Applicant ADDRESS TELEPHONE

Architect/Engineer ADDRESS TELEPHONE

ADDRESS TELEPHONE

ZONED AS:	AREA OF		Height of Building	Required Yards		Folio No
Proposed use/s of Building	SITE	BUILDING	Feet Stories	Front Side Rear	Side	08046.000 Estimated Cost

Number of Plumbing Fixtures: toilets, basins, bathtubs, showers, kitchen sinks, urinals, automatic washers, laundry tubs, others. Total fixtures

Building elevations in relation to sidewalks and/or roads, sanitary sewer, storm sewer, and must be verified by the Public Works Department.

When a building under construction is sold before an Occupancy Permit has been issued, the Applicant must inform the Building Inspector within 7 Days of the name and address of the new owner.

Special Details:	San. Sewer	\$	Storm Sewer	\$
Building Permit 26 s.f., \$ 2.60	Sept. Tank Permit	\$	Access Permit	\$
Plumbing \$	Community Water	\$	Occupancy of Road or Sidewalk	Weeks \$
	Fire Line	\$	Parking Spaces	Weeks \$

Permit granted for Application		Total Fee \$ 2.60
No. 20087	for Building Inspector	<i>CFSL</i>

At least one full working day notice shall be given for any called for inspection.

REQUIRED INSPECTIONS

- 1. Site, 2. Forms before any concrete is poured, 3. Foundation after damp-proofing and draitile installed, 4. Rough in plumbing under slab, 5. Framing after plumbing rough in and all wiring approved, 6. Insulation inspection, 7. Final inspection, 8. Final inspection prior to receiving occupancy permit. This inspection will only be made in presence of contractor or owner.

Other Inspections:

Permit #20087 is issued subject to compliance with Sign Bylaw  
 1 Facia Sign 13'0" x 2'0"

It would appear that the proposed sign may be located over no property  
 and/or right of way. This permit is issued subject to the consent (property owner)

Remarks: No Backfilling of sewer line installation until inspected. Ph: 754-9112.  
 entering into an encroachment agreement with the City of Nanaimo to cover any such  
 encroachment. Contact C.O.N. Licencing Dept. for further information.

**PAID ON ACCOUNT**  
**JUL 29 1982**  
**CITY COLLECTOR**  
**NANAIMO, B.C.**

CITY OF NANAIMO

BYLAW NO. 2514

A BYLAW TO AUTHORIZE THE CITY OF NANAIMO  
TO LEASE CERTAIN PROPERTY

WHEREAS the Council may, pursuant to Section 542 of the Municipal Act, absolutely lease any real property held or owned by the municipality for any term or terms;

THEREFORE the Council of the City of Nanaimo in open meeting assembled ENACTS AS FOLLOWS:

1. This Bylaw may be cited as the "LEASE AUTHORIZATION BYLAW 1982 NO. 2514".

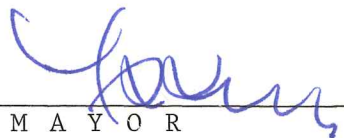
2. His Worship, the Mayor, and the City Clerk are hereby authorized and empowered to execute a lease in the form attached hereto and forming part of this Bylaw, in favour of the following:

- (1) Townex Holdings Ltd., c/o 3-77 Victoria Crescent, Nanaimo, B.C. V9R 5B9 for that portion of Victoria Crescent adjoining Lot 7, Section 1, Plan 11688 (Folio No. 05570.000), civic address - 77 Victoria Crescent, Nanaimo, B.C. in accordance with Building Permit No. 20609.

PASSED FIRST, SECOND AND THIRD READINGS 1982-NOV-01.

ADOPTED 1982-NOV-08.

REPEALED 1986-FEB-17.

  
\_\_\_\_\_  
M A Y O R

  
\_\_\_\_\_  
C I T Y C L E R K

CITY OF NANAIMO

ENCROACHMENT AGREEMENT

Made this 1st day of November, 1982.

BETWEEN: TOWNEX HOLDINGS LTD.  
c/o 3-77 Victoria Crescent  
Nanaimo, BC  
V9R 5B9

(hereinafter called "the Owner");

OF THE FIRST PART;

AND:

The City of Nanaimo  
455 Wallace Street  
Nanaimo, B. C.  
V9R 5J6

(hereinafter called "the Municipality");

OF THE SECOND PART;

WHEREAS the Owner is the owner of:  
Lot 7, Section 1, Plan 11688  
77 Victoria Crescent  
Folio No. 05570.000

(hereinafter called the "Land")

in the Municipality and has requested the Municipality to grant him permission to construct, use or continue the use or existence of an encroachment onto land owned or possessed by the Municipality which encroachment is appurtenant to the Land, which request the Municipality has agreed to grant, subject to the provisions of all Municipal Bylaws and to the terms and conditions herein set forth.

NOW THIS AGREEMENT WITNESSETH:

ENCROACHMENT

1. That, in consideration of the premises and the covenants contained herein by the Owner to be performed and observed, the Municipality (so far as it legally can, but not otherwise, and subject to the bylaws aforesaid), grants unto the Owner permission to construct and maintain an encroachment comprising:

Sign Encroachment not exceeding 4.6 m<sup>2</sup>  
(50 sq. ft.)

and adjoining the Land and in accordance with the plan attached, which encroachment, including all excavation or other work now or hereafter performed in connection therewith, is hereinafter referred to as "the Works".

NO RELIEF

2. It is understood, covenanted and agreed by and between the parties hereto that no provision of these presents and no act or omission or finding of negligence, whether joint or several, as against the Municipality, in favour of any third party, shall operate to relieve, or be deemed to relieve, the Owner in any manner whatsoever from any liability to the Municipality in the premises, or under these presents, or under the provisions of the Municipal Act, or any bylaw of the Municipality and amendments thereto.

FEE

3. The Owner covenants and agrees:

(1) that he will pay to the Municipality

(a) the fee of -----ONE-----  
-----00/DOLLARS  
(\$1.00 ) upon the execution of this agreement;

(b) for the permission hereby granted an annual sum, the first annual payment in the sum of -----FIFTY-----00/DOLLARS  
(\$50.00 ) to be payable upon the execution of this agreement; and

(c) the ensuing annual payments to be paid on the 1st day of November each and every year during the continuance of this agreement in the sum fixed by resolution of the Municipality's Council in each year, at least thirty days prior to the annual date of payment under this agreement.

SAVE HARMLESS

- (2) to save harmless the Municipality from any and all liability whatsoever arising out of:
- (a) the Works encroaching upon, under or over the highway of the Municipality,
  - (b) the Owner's construction of anything upon, under or over the highway, or
  - (c) the Owner's maintenance of anything upon, under or over the highway,
  - (d) the Owner's occupation or use of the highway or the ground below or the air above for the purpose of such encroachment by the Works;
- (3) to charge his interest in the Land in favour of the Municipality for the payment of all sums which may at any time hereafter be payable by the Municipality in respect of any claims, loss, damage or expense of whatsoever kind arising:
- (a) from the construction, maintenance or existence of the Works,
  - (b) from the permission hereby granted,

and to indemnify for payment provided in the said by-laws referred to herein, or under the terms of this agreement;

INSURANCE

- (4) if requested to do so by the Municipal Engineer, deposit with the Municipality a policy of public liability insurance in a form and amount acceptable to the Municipal Engineer insuring both the Owner and the Municipality against any loss resulting from the occurrences mentioned in (2) above. Cancellation of such insurance will serve to immediately cancel this agreement and any right the owner derives hereunder;

ENTRY

- (5) that the Municipality's servants or agents shall have the right at any and all reasonable times of entering into and upon the Land for the purpose of constructing, maintaining, inspecting or removing any public structure service or utility running underneath the sidewalk or in the vicinity of the said Works;

MUNICIPAL  
WORKS

- (6) that in the event of any alteration or change being necessary by the construction, maintenance, use or removal of the Works to any meter, water service, sewer or other public works or utility in the vicinity of the Land, the Owner will reimburse the Municipality for whatever sums may be incurred by the Municipality in making such alterations or changes as may be deemed necessary by the Municipal Engineer;

DEFAULT

(7) at all times to observe and perform the provisions of the bylaws of the Municipality, and this agreement shall be at all times subject thereto and in case the Owner shall fail to comply with the provisions of the said bylaws, or any of them or of this agreement, all rights of the Owner hereunder shall thereupon terminate and be at an end; but the Municipality, nevertheless, shall be entitled to proceed with the enforcement of any security or indemnity herein provided, or upon any bond or otherwise in satisfaction of any claim, loss or expenses of whatsoever kind arising under this agreement, or from the permission hereby granted.

REGISTRATION

4. In the event of this agreement being registered as a charge against the Land, none of the Owner's covenants herein contained shall be personal or binding upon the Owner save or except during the owner's seisin of or ownership of any interest in the Land, and with respect only to the portion of the Land of which the Owner shall be seised or in which he shall have an interest; but that the said Land shall, nevertheless, be and remain at all times charged therewith.

ALTERATION OF  
MUNICIPAL  
WORKS

5. This agreement shall not in any way operate to restrict the right of the Municipality at any time to:

- (1) alter the road, curb, gutter, sidewalk or boulevard abutting or adjoining the Land, and notwithstanding that the effect of such alteration in width or elevation may be to render the Works useless for the purposes of the Owner;
- (2) construct any form of structure or utility on, over or under any portion of the highway in which the Works encroach and for such purpose require that the Works be removed in part or in whole; and

the Owner covenants that, in the event of the Municipality effecting any such alteration in the width and/or elevation of the said roadway, sidewalk and/or boulevard, or in requiring removal of all or part of the Works, he will release and forever discharge, and doth hereby release and forever discharge, the Municipality from all manner of claims of any nature whatsoever, which may arise by reason of such alteration in width and/or elevation as aforesaid, or by reason of the discontinuance and removal of the Works, as a result of such alteration in width and/or elevation or construction.



6. In particular, but without restricting the generality of the foregoing, it is understood and agreed that:

- (1) this agreement may be revoked at any time by the Municipality;
- (2) the Owner will at all times, and at his own expense, keep and maintain the Works in good and sufficient repair to the satisfaction of the Municipal Engineer;
- (3) in the event of the termination of this agreement from any cause whatsoever, the Owner will, at his own expense, and within a period of one month from the date of such termination, or such further or shorter period as may be specified by the Municipal Engineer, remove the Works and fill up any excavation made, constructed or maintained, with respect to such encroachment, and replace and put the sidewalk, street, lane or other public place in, under or over such area in the same condition as the adjoining sidewalk, street, lane or other public place to the satisfaction of the Municipal Engineer;
- (4) should the Owner fail to keep the Works or covering thereof in good and sufficient repair, to the satisfaction of the Municipal Engineer, or failing to remove the Works or to fill up any excavation, the Municipal Engineer shall make such repairs, including structural changes, when by him deemed necessary, or remove the Works, or fill up such excavation, as the case may require, in the opinion of the Municipal Engineer, and the Owner shall pay the costs of such work to the Municipality forthwith; and in the default of payment, the amount of such cost and interest at twelve percent per annum may be recovered in any court of competent jurisdiction, or the same may be recovered in like manner as overdue taxes against the Land.

7. Time shall be of the essence.

8. This agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

9. Words herein importing the singular number, or the masculine gender only, shall include more persons, parties or things of the same kind than one, and females as well as males, and the converse, and, unless the context requires a different meaning, words herein shall bear the same meaning as in the Municipal bylaws aforesaid.

IN WITNESS WHEREOF the said Owner has hereunto set his hand and seal the day and year first above written.

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

\_\_\_\_\_)  
Witness )

\_\_\_\_\_)  
Address )

\_\_\_\_\_)  
Occupation )

The Common Seal of )  
\_\_\_\_\_ )  
was hereto )  
affixed in the presence of: )

\_\_\_\_\_)  
The Common Seal of the )  
Municipality was hereunto )  
affixed in the presence of: )

\_\_\_\_\_)  
Mayor )

\_\_\_\_\_)  
Clerk )

(SEAL)

Authorized by Council resolution on the \_\_\_\_\_ day of  
198 .

\_\_\_\_\_  
CLERK

ERRY SCREEN version 1.8

ERRORS & OMISSIONS EXCEPTED

05570.000

(12) A

LOT: 7 SEC: 1 PLAN: 11688

77 VICTORIA CRESCENT

TOWNEX HOLDINGS LTD

- 13) geocode: 21 2
- 14) rdw map sheet: 220
- 15) land district: 33
- 16) ward number: 3
- 17) enumeration area: 101
- 18) neighbourhood: 177
- 19) lot area: 2

C/O 3-77 VICTORIA CRESCENT

VANAIMO, B.C.

VAR 589

land title no: B32581

lot title no: 000000

1) allowed use: 204 STORE(S) AND OFFICES  
 2) actual use: 1505 GENERAL COMMERCIAL - 2 STOREY AVERAGE QUALITY  
 3) zoning zone: C8 GENERAL COMMERCIAL 8

line 1 ----- (capital letters)  
 line 2 -b----- (small letters)

ENTER inquiry option, or tap ENTER for HELP

ACCOUNTING COPY

Permission is hereby granted under the provisions of all by-laws of the City of Nanaimo to \_\_\_\_\_  
 Erect Plastic Illuminated Sign

Address of Job Site #6 - 77 Victoria Crescent  
 Legal Description Lot 7, Plan 11688  
 Applicant Caya Signs Ltd. 535 Franklyn St. 753-5213  
 Contractor/Builder Applicant ADDRESS TELEPHONE  
 Architect/Engineer \_\_\_\_\_ ADDRESS TELEPHONE

ZONED AS Proposed use/s of Building	AREA OF		Height of Building Feet Stories	Required Yards			Folio No 05570.000 Estimated Cost
	SITE	BUILDING		Side	Front	Side	

Number of Plumbing Fixtures: toilets \_\_\_\_\_, basins \_\_\_\_\_, bathtubs \_\_\_\_\_, showers \_\_\_\_\_, kitchen sinks \_\_\_\_\_  
 urinals \_\_\_\_\_, automatic washers \_\_\_\_\_, laundry tubs \_\_\_\_\_, others \_\_\_\_\_  
 Total fixtures \_\_\_\_\_

Building elevations in relation to sidewalks and/or roads, sanitary sewer, storm sewer, and must be verified by the Public Works Department.

When a building under construction is sold before an Occupancy Permit has been issued, the Applicant must inform the Building Inspector within 7 Days of the name and address of the new owner.

Special Details					
Building Permit	\$ 50.00	San Sewer	\$	Storm Sewer	\$
Plumbing	\$	Sept. Tank Permit	\$	Access Permit	\$
		Community Water	\$	Occupancy of Road or Sidewalk	Weeks \$
		Fire Line	\$	Parking Spaces	Weeks \$

Permit granted for Application	 for Building Inspector	Total Fee	\$ 50.00
No. 20609			

At least one full working day notice shall be given for any called for inspection

**REQUIRED INSPECTIONS**

1. Site, 2. Forms before any concrete is poured, 3. Foundation after damp-proofing and draitile installed, 4. Rough in plumbing under slab, 5. Framing after plumbing rough in and all wiring approved, 6. Insulation inspection, 7. Wall inspection, 8. Final inspection prior to receiving occupancy permit. This inspection will only be made in presence of contractor or owner.

Other Inspections:

Applicant must call for inspection upon completion of sign installation

Permit #20609 is issued subject to compliance with Sign Bylaw #2200

~~It would appear that the proposed signage may be located over City of Nanaimo property and/or right of way. This permit is issued subject to the property owner entering into an encroachment agreement with the City of Nanaimo to cover any such encroachment. Contact C.O.N. Licencing Dept. for further infromation.~~

Remarks

No Backfilling of sewer line installation until inspected. Ph 754-9112

CITY OF NANAIMO

BYLAW NO. 2515

A BYLAW TO EXEMPT CERTAIN LANDS  
AND BUILDINGS FROM TAXATION

The Council of the City of Nanaimo in open meeting assembled, ENACTS  
AS FOLLOWS:

1. This Bylaw may be cited as the "PROPERTY EXEMPTION BYLAW 1982 NO. 2515".
2. The following lands, together with the buildings thereon, shall be exempt from taxation, viz:
  1. Lot 5, Block 12, Section 1, Nanaimo District, Plan 584 (Folio 00776.000).
  2. Section A of Lot 1, Block 18, Section 1, Nanaimo District, Plan 584 except Parcel A (60604N) (Folio 00893.000).
  3. Parcel B of Lots 15 and 16, Block 25, Section 1, Nanaimo District, Plan 584 (Folio 01059.000).
  4. The southerly 30 feet of amended Lot 1, Block 55, Section 1, Nanaimo District, Plan 584 (Folio 01458.000). Lot A, Section 1, Nanaimo District, Plan 3459 except that part thereof included in Plan 13272 (Folio 04331.000).
  5. The northerly part of Lot 9, Block 55, Section 1, Nanaimo District, Plan 584 except that part thereof included in Plan 15369 (Folio 01468.000).
  6. Section F of Lot 4, Block N of Section 1, Nanaimo District, Plan 584 except that part included in right-of-way of the Esquimalt and Nanaimo Railway (Folio 01971.000).
  7. Lot 4, Block Q, Section 1, Nanaimo District, Plan 584 except 169 B.L. (Folio 02071.000).
  8. Lot 2, Block 2, Section 1, Nanaimo District, Plan 1712 (Folio 03252.000).

9. Lots 7, 8 and 9, Section 1, Nanaimo District, Plan 11315 (Folios 05524.000, 05525.000 and 05526.000).
10. Lots 21, 22 and 23, Block 22, Section 1, Nanaimo District, Plan 1712 (Folios 03624.000 and 03626.001).
11. Lot 1 of Lot 12, Newcastle Reserve, Section 1, Nanaimo District, Plan 30119 (Folio 06114.000).
12. Lot 1, Section 1, Nanaimo District, Plan 7109 (Folio C16276.025).
13. Lot 15, 16 and 17, Section 16, Range 8, Mountain District, Plan 14001 (Folios C05949.170 and C05949.180).
14. Lot E, Section 17, Range 8, Mountain District, Plan 14987 (Folio C05965.241).
15. Lot A, Section 18, Range 8, Mountain District, Plan 17138, (C06006.301) Lot 19, Section 18, Range 8, Mountain District, Plan 17514 (Folio C06006.290).
16. Lot 8, Block 8, Section 1, Wellington District, Plan 414 (Folio C07090.001).
17. Lots 8 and 9, Block 11, Section 5, Wellington District, Plan 318 (Folio C07205.001).
18. Amended Lot 6 (55701N) and Lot 7, Block 19 of Section 3 and 5, Wellington District, Plan 318A (Folios C07267.001 and C07268.001).
19. Lot 2, Section 5, Wellington District, Plan 25576 (Folio C07458.201).
20. Lot 1, Section 5, Wellington District, Plan 9339 (Folio C07618.001).
21. Lot 2, Section 1, Nanaimo District, Plan 18757 (Folio C16001.002).
22. Lots 222 and 223, Section 1, Nanaimo District, Plan 18900 (Folio C16039.664).
23. Lots 4 and 5, subdivision of the easterly half of Section 29, Range 8, Nanaimo District, Plan 6350 (Folio C16531.001).
24. Fractional Sections 33 and 34, Range 8, Sections 1, Nanaimo District, Plan 630, except Parcel "A" (17249-N) of Section 33 and except Plan 944-R of Section 33 and also except the northerly 130 feet of Section 34 (Folio C16536.100).

25. Lot 16, Section 1, Nanaimo District, Plan 20827 (Folio C17458.266).
  26. The westerly half of Lot 1, Section 1, Nanaimo District, Plan 22739 (Folio 06042.000).
  27. Section 6 of Lot 4, Block B, Section 1, Nanaimo District, Plan 584, provided however that the ratio which the area of the building occupied by the manse bears to the whole building shall be taxable and the land shall be taxable in the same ratio (Folio 01646.000).
  28. Lot A, District Lot 23G, Wellington District, Plan 25959 (Folio C07864.060).
  29. Lot 4, Section 12, Wellington District, Plan 17325 (Folio C07704.200).
3. Church halls situate upon lands described in Section 2 of this Bylaw; whether such halls are within church buildings or apart therefrom are deemed to be necessary to their respective church operations.
4. The following lands together with the buildings thereon shall be exempt from taxation, viz:
1. Lot 1, Section 1, Nanaimo District, Plan 16710 (Folio 05826.000).
  2. Lot 1, Section 1, Nanaimo District, Plan 18612 (Folio 05858.000).
  3. Lot 1, Section 1, Plan 8800 except Plans 16710, 18612, 21248 and DD76652-N, Nanaimo Land District (Folio 05047.000).
  4. Lot B, Section 1, Plan 2124R, Nanaimo Land District (Folio 05047.004).
  5. Lot A, Section 1, Plan 2124R, Nanaimo Land District (Folio 05047.002).
  6. Lot A, Section 2, Plan 1823R (Folio C05549.005).

5. The following lands together with the buildings thereon shall be exempt from taxation, viz:

1. Lot 6 and the southerly 14 feet, 9 inches of Lot 7, Block 45, Section 1, Nanaimo District, Plan 584 (Folio 01301.000).
2. Lots B, C and D, Section 1, Nanaimo District, Plan 3421 (Folio 04328.000).
3. Lot 14, Block 46, Section 1, Nanaimo District, Plan 584 (Folio 01316.000).
4. That part of Lot 1, Section 1, Plan 8800 as described on DD76652-N, Nanaimo District (Folios 05047.003 and 05047.001).
5. Lot 1 and Lot 6, Section 1, Nanaimo District, Plan 23432 (Folio C16006.006).
6. Lot 11 and Lot 12, Section 1, Nanaimo District, Plan 23432 (Folios C16006.051 and C16006.252).
7. Section A, B, C and D of Lot 1, Block 0, Section 1, Nanaimo District, Plan 584 (Folio 01974.000).
8. Lot 1, Section 1, Nanaimo District, Plan 33596 (Folio 06160.000).
9. Lot 1, Section 1, Nanaimo District, Plan 33419 (Folio 06157.500).
10. The Council reserves the right to withdraw the tax exemption to any Senior Citizens Housing property which would otherwise be taxable when the proposed new cost-sharing formula between Senior Citizens Housing groups and the Federal and Provincial Government is in effect.

6. The following lands together with the buildings thereon shall be exempt from taxation, viz:

1. Lease Land in Bowen Park lying East of Wall Street (Folio 09095.000).
2. Lot 2, Block 16, Sections 3 and 5, Plan 318A including portion Old Comox Road closed by 01C1052 and Lots 3 and 4, Block 16 of Sections 3 and 5, Plan 318A (Folios C07233.001 and C07234.001).

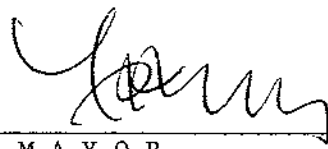


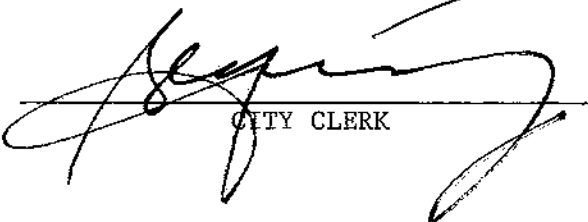
3. Lot 2, Section 10, Plan 32084 and that part of Lot 23G lying north of Dumont Road and West of Island Highway Picnic Site (Folios C07674.020 and C07860.001).
4. Lot 1, Section 1, Plan 28980, except Plan 29761 (Folio C16007.500).
5. Westerly 46 feet of 30, Block 56, Section 1, Plan 584 and Lot B, Section 1, Plan 2962 (Folios 01503.000 and 04279.000).
6. Lot 1, Section 12, Range 6, Plan 25695 (Folio C05364.100).
7. Lot A, Block 9, Section 5, Plan 318, Except Plans 11760 and 26709; Lot 1, Section 5, Plan 26709 (Folios C07187.000 and C07187.100).
8. Lot 1, Section 1, Plan 18919 (Folio 05920.000).

7. The "Property Exemption Bylaw 1981 No. 2392" as amended is hereby repealed.

PASSED FIRST, SECOND AND THIRD READINGS 1982-NOV-15.

ADOPTED 1982-NOV-22.

  
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M A Y O R

  
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C I T Y C L E R K

CITY OF NANAIMO

BYLAW NO. 2618

A BYLAW TO ESTABLISH THE NANAIMO PARKING COMMISSION

WHEREAS the Council may, by bylaw adopted by an affirmative vote of at least two-thirds of all its members, pursuant to section 688 of the Municipal Act, delegate to a commission, whose members shall serve without remuneration, any or all of the administrative powers of the Council over property acquired, held or used for public purposes, including off-street parking facilities; and

WHEREAS it is deemed advisable to establish a Parking Commission to operate and manage the City's off-street parking facilities and to provide advice and recommendations to Council regarding all matters pertaining to parking; particularly advice and recommendations regarding the provision of additional off-street parking capacity in order to adequately meet the future needs of the business community in the City's downtown and to ensure investor confidence in the City of Nanaimo; and

WHEREAS it is deemed advisable to set out the composition of the Commission; the manner in which the Council shall appoint the members thereof; the procedures governing the conduct of the Commission; and the duties and powers delegated to the Commission.

NOW THEREFORE the Council of the City of Nanaimo, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. TITLE

This bylaw may be cited as "PARKING COMMISSION BYLAW 1983 NO. 2618".

2. INTERPRETATION

In this bylaw, unless the context otherwise requires:

"Civic Off-Street Parking Facilities" means those named in section 6 of this bylaw.

"Commission" means the commission established by this bylaw.

*repealed  
Feb 27/86*

- "Council" means the Municipal Council of the City of Nanaimo.
- "Director of Finance" means the person duly appointed as such from time to time, and includes any person appointed or designated by the Director to act on his behalf.
- "Director of Public Works" means the person duly appointed as such from time to time, and includes any person appointed or designated by the Director to act on his behalf.
- "Downtown Parking Area" means the area as shown in dark outline on Schedule 'A' attached hereto and forming a part of this bylaw.

3. ESTABLISHMENT OF COMMISSION

A Commission to be officially known as the "Nanaimo Parking Commission" is hereby established.

4. COMPOSITION OF COMMISSION

- (1) The members of the Commission shall consist of seven (7) members appointed as follows:
- (a) Four (4) persons appointed annually by the Council who represent businesses with parking interests, and users of parking in the City;
  - (b) Two members of City Staff, appointed annually by the Council, who represent the Finance Department and the Administrative Services Department;
  - (c) A chairman appointed annually by the Mayor.

5. APPOINTMENT OF COMMISSION

- (1) Each of the members appointed pursuant to 4(1) shall be qualified to be electors of the City of Nanaimo.
- (2) (a) Members appointed to the Commission shall be appointed for a term of one year only.  
  
(b) Notwithstanding (a), a member may be re-appointed for any number of subsequent or successive terms.
- (3) (a) In the event of the death, resignation, removal from office, or other inability to serve of a member of the Commission, the Council shall appoint a member to fulfill the term of the vacancy thus created. Such appointment shall be until December 31 of that year.  
  
(b) Notwithstanding (a), in the event of the death, resignation, removal from office, or other inability to serve of the Chairman of the Commission, the Mayor shall appoint a new Chairman to fulfill the term of as the vacancy thus created. Such appointment shall be until December 31 of that year.
- (4) All appointed members of the Commission, other than members of City Staff, shall serve without remuneration for their service as members.

6. REAL AND PERSONAL PROPERTY TO BE ADMINISTERED BY COMMISSION

The real and personal property to be administered by the Commission shall be the off-street parking facilities located on the properties shown on Schedule "B" attached to and forming part of this bylaw.

7. DUTIES AND POWERS DELEGATED TO COMMISSION

(1) Off-Street Parking Facilities

Except as may be provided in this bylaw and in the Municipal Act, and subject to compliance with the policies established by Council from time to time, the Commission shall have the exclusive right of management and operation of civic off-street parking facilities for and on behalf of the City and, for greater certainty but without restricting the generality of the foregoing, it may:

- (a) Fix any and all fees, rents, charges and tolls for the use of any space or any portion of space for the parking of automobiles in civic off-street parking facilities;
- (b) Prescribe the terms and conditions of and enter into agreements for the use by any person or persons of a space or spaces or portion of a space or spaces in civic off-street parking facilities;
- (c) Prescribe the hours and days during and on which civic off-street parking facilities or any of them shall be in operation;
- (d) Make rules and regulations for the good order and management of civic off-street parking facilities or any of them;
- (e) Contract for the supply of materials, labour and services and the performance of such work as may be deemed by the Commission to be expedient for the operation, repair or maintenance of any civic off-street parking facilities;

- (f) Order expenditures on account of the cost of services, materials and labour and of any and all other costs and expenses incurred in the operation, maintenance and management of any civic off-street parking facilities or any of them, within annual budgetary limitations of the City.

(2) Advisory Capacity

- (a) The Commission may make recommendations to the Council and the Director of Public Works on all parking matters in the Downtown Parking Area.
- (b) The Commission shall consider and make recommendations to Council on all matters referred to it by Council, the Advisory Planning Commission, a standing committee of Council, or the City Administrator.
- (c) Without limiting the generality of the preceding sections, the Commission may make recommendations to the Council as to:
  - (i) the appropriate fees payable and operational times for metered on-street parking;
  - (ii) fines and penalties for bylaw violations;
  - (iii) the requirements for the provision of additional off-street parking capacity to adequately meet the needs of the Downtown Parking Area;
  - (iv) the administration of the Off-Street Parking Reserve Fund; and
  - (v) taxis and sightseeing vehicles.
  - (vi) commuter transportation in the City.

- (3) The Commission shall enter into an agreement with the City of Nanaimo, such agreement to outline in detail the objectives, duties and responsibilities of the Commission.
- (4) The Commission shall cooperate with all properly constituted bodies both elected and appointed to furthering the objectives of the Commission, as agreed to under (3).

8. PROCEDURES GOVERNING CONDUCT OF COMMISSION

- (1) The Commission shall have power to regulate its own procedure provided that such rules and regulations do not contravene any City of Nanaimo bylaw or the Municipal Act or any other municipal, provincial or federal enactment for the time being in force;
- (2) At all meetings of the Commission five (5) members of the Commission shall constitute a quorum;
- (3) The Chairman shall preside at meetings of the Commission when present and, in his absence an Acting-Chairman may be appointed for that meeting by the members present;
- (4) The Chairman or Acting-Chairman at any meeting shall be entitled to vote;
- (5) The acts of the Commission shall be ratified by the signature of the Chairman and approval by the Commission to the minutes of each meeting as entered and kept in the Minute Book of the Commission by some person appointed by the Commission for that purpose; provided also that such minutes and Minute Book or Books shall be available to and open for inspection at any reasonable time by any member of the Commission, by any member of the Council, and by any person authorized for that purpose by resolution by the Council.

(6) The Commission shall, prior to December 15th in each year, provide a report to Council outlining the Commission's activities in that year, and providing recommendations for the Council as to the continuation or modification of the Commission, its structure or operation.

9. FINANCES

(1) The financial procedures of the Commission shall be as set out by the Director of Finance and shall be contained in the agreement named in section 7(3).

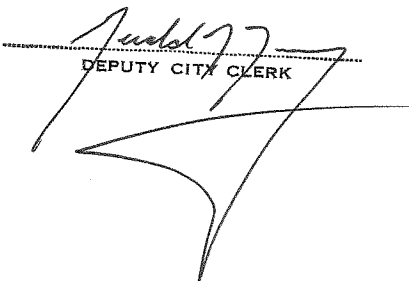
PASSED FIRST, SECOND AND THIRD READINGS 1983-SEP-12.

AMENDED AT SECOND READING THEN PASSED SECOND AND THIRD READINGS AS AMENDED 1983-DEC-05.

ADOPTED 1983-DEC-19.

REPEALED 1987-FEB-02

CERTIFIED A TRUE COPY

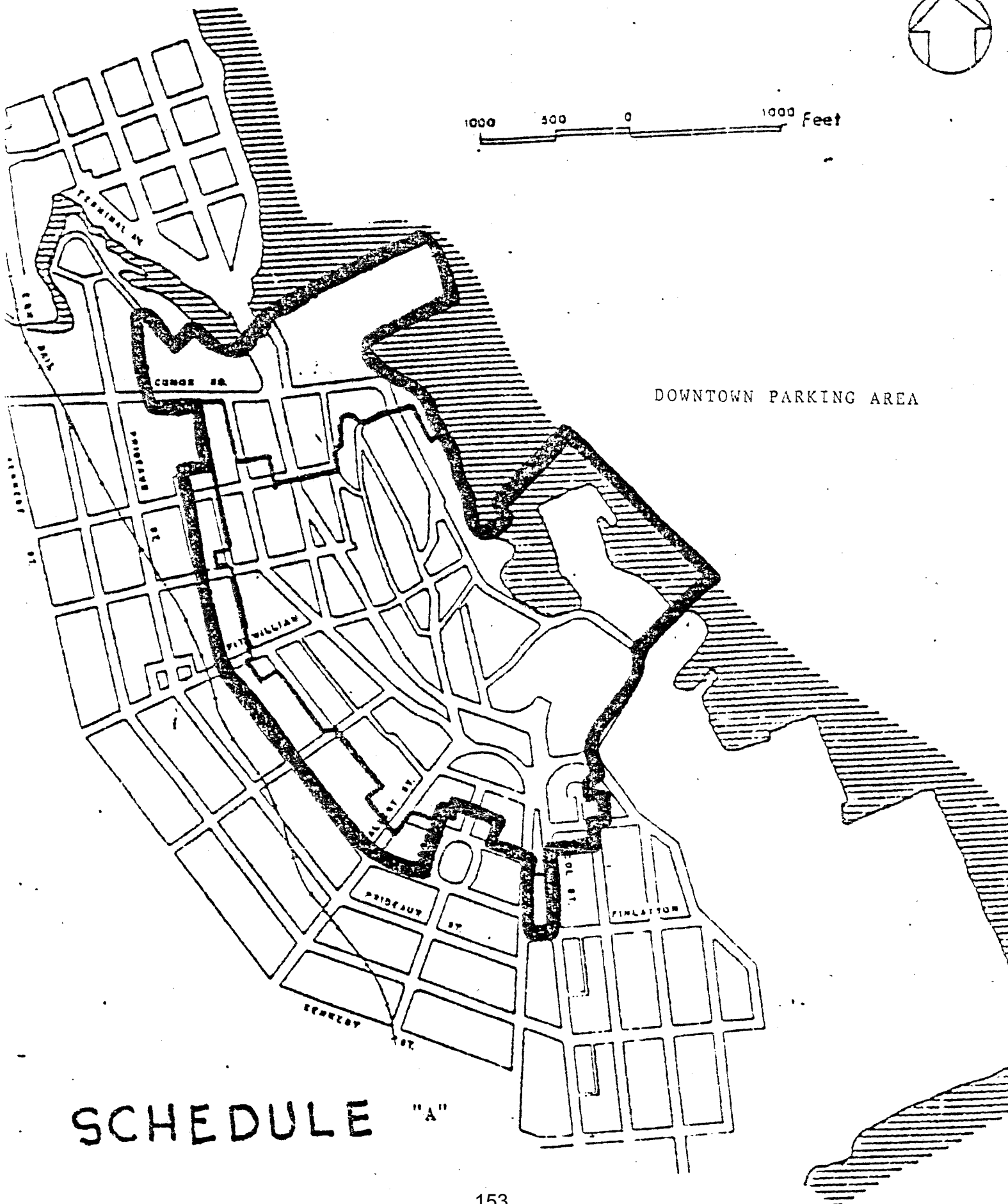
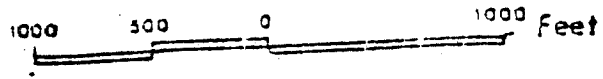
  
DEPUTY CITY CLERK

\_\_\_\_\_  
"F. J. NEY"  
M A Y O R

\_\_\_\_\_  
"G. D. BERRY"  
DEPUTY CITY CLERK



# Downtown Development Study



SCHEDULE "A"

NANAIMO PARKING COMMISSION BYLAW

OFF-STREET PARKING FACILITIES

The following are designated as off-street parking facilities, pursuant to section 6 of this bylaw:

- (A) Consisting of the Bastion Street Parkade, situated on Lot 1, Plan 26912, Nanaimo District.
- (B) Consisting of the Gordon Street Parkade, situated on Lot 1, Plan 19722, Nanaimo District.
- (C) Consisting of all of Cavan Street lying easterly of its intersection with Albert Street and including Lots 4, 5, 15 and 16, Block 15, Plan 584, Nanaimo District.
- (D) Consisting of the Wallace/Wentworth Parkade, situated on Lots 1, 2, 3, and 4, Block 39, Section 1, Nanaimo District, Plan 584.

CITY OF NANAIMO

BYLAW NO. 2959

A BYLAW TO AUTHORIZE THE MUNICIPALITY TO ENTER UPON,  
EXPROPRIATE, BREAK UP, TAKE AND ENTER INTO POSSESSION  
OF AND USE LANDS FOR SEWER PURPOSES

WHEREAS the Council of the City of Nanaimo deems it necessary to acquire property for sewer purposes; and

WHEREAS Section 611 of the Municipal Act provides that the Council may, by bylaw, provide for the establishment of a system of sewerage works for the collection, conveyance and disposal of sewage; and

WHEREAS Section 611(4) of the Municipal Act provides that, the City Council may, by expropriation, enter into possession of and use property and have free entry thereon.

THEREFORE BE IT RESOLVED that the Council of the City of Nanaimo, in open meeting assembled, ENACTS AS FOLLOWS:

1. This bylaw may be cited as the "EXPROPRIATION BYLAW 1986 NO. 2959".
2. Pursuant to Section 611(4) and subject to Division 4 of Part XII of the Municipal Act, the City of Nanaimo is hereby authorized to enter on, expropriate, break up, take and enter into possession of and use and does hereby expropriate for sewer purposes all that interest as set out in the right-of-way documents attached hereto and forming a part of this bylaw in and to, all and singular that certain parcel or tract of land and premises situate, lying and being in the municipality of Nanaimo, in the Province of British Columbia, more particularly described as all that part of Lot 236, Douglas Island (also known as Protection Island), Nanaimo District, Plan 14111 lying to the west of a line parallel to and perpendicularly distant 6 metres from the westerly boundary of said Lot 236 and the production northerly of said westerly boundary.

3. This bylaw shall not come into effect until it has been published once in the B. C. Gazette and in a newspaper published or circulated in the City of Nanaimo, and a certified copy of the bylaw has been filed in the Victoria Land Title Office, and a Notice of Expropriation has been served on the registered owners of the land.

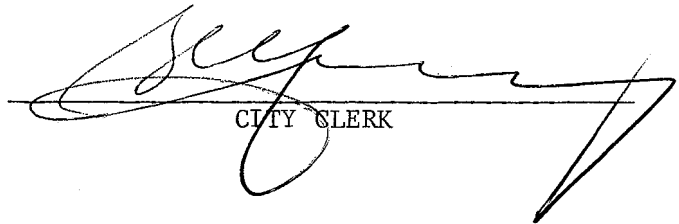
PASSED FIRST, SECOND AND THIRD READINGS 1986-MAR-03.

ADOPTED 1986-MAR-17.

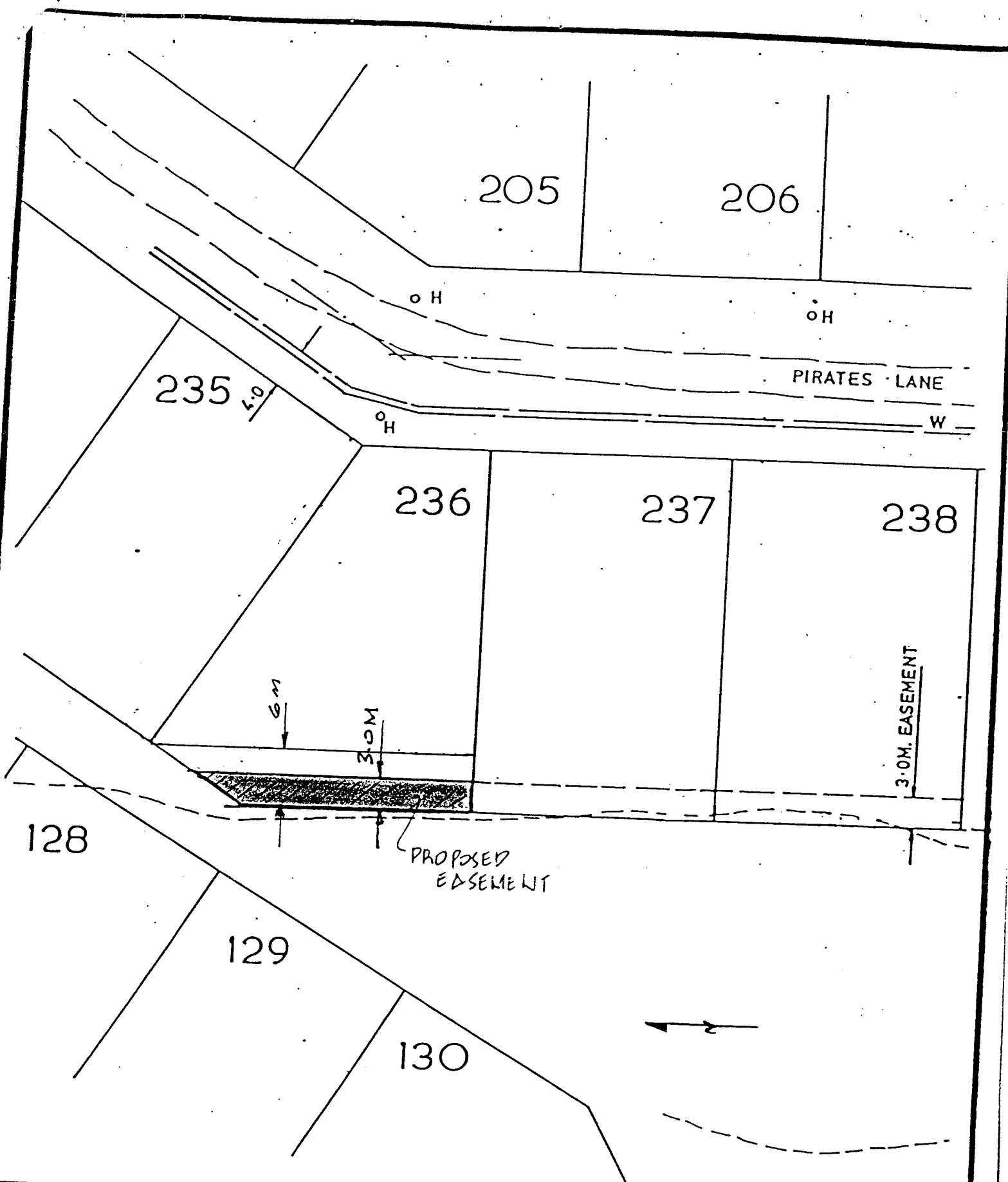
REPEALED 1986-APR-07



M A Y O R



CITY CLERK



CITY OF NANAIMO	SCALE 1:500
PROTECTION ISLAND - SEWERAGE SYSTEM -	FEB. 1986
PROPOSED EASEMENT	
LOT N° 236. PLAN N° 14111. PROTECTION ISLAND 157	
NANAIMO DISTRICT.	Willis Cunliffe Tait DeLCan

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

FORM 17

File 2765

Nature of Charge(s): Right-of-way	Full name, postal address and telephone number of person presenting Instrument for registration: P.W. McKechnie City of Nanaimo 455 Wallace Street Nanaimo, B.C. V9R 5J6                    754-4251
Address of person entitled to be registered, if different from that shown in Instrument:	
British Subject: Yes	
True Value: \$..1.00.....	.....
Herewith fees of \$..10.00.....	Signature of Applicant (Solicitor or Agent)

THIS SEWAGE AND DRAINAGE RIGHT-OF-WAY AGREEMENT was made the                    day of                    19 .

BETWEEN:                    Barbara Jane Godson  
                                  P.O. Box 282  
                                  Nanaimo, B.C.  
                                  V9R 5K9

(hereinafter called "the Grantor")

AND:

City of Nanaimo,  
455 Wallace Street, Nanaimo, B.C.

(hereinafter called "the Corporation")

IN CONSIDERATION OF \$ 1.00 , (the receipt whereof is hereby acknowledged by the Grantor), the Grantor hereby grants to the Corporation, its successors and assignees, forever, the full and exclusive rights by its officers, agents, servants, workmen, contractors, and subcontractors, in, over, across and under the land described in Schedule "A" hereto, (hereinafter called "the right-of-way area") to enter, cross and recross; to install, construct, operate, maintain, inspect, alter, remove, replace, reconstruct, and repair one or more sewers, drains, valves, fittings, meters, pumps, manholes, and other equipment and appurtenances of every kind (all or any of which are hereinafter called "facilities") which may be required by the Corporation, its successors and assignees for the collection, conveyance and treatment of sewage and to convey sewage or treated sewage effluent through the facilities or any of them.

THE CORPORATION covenants with the Grantor:

1. Insofar as it may be practicable, the Corporation will bury all facilities so as not to interfere unreasonably with the use of the surface of the ground within the land described in Schedule "A"; and
2. Upon completion of any construction or any installation of facilities, or alteration, removal, replacement, reconstruction, or repair of facilities, the Corporation will restore the surface of the ground as nearly as possible to the condition thereof at the time of commencement of that work and will repair any injury to property caused directly or indirectly by the Corporation, its officers, agents, servants, workmen, contractors or subcontractors in the course of carrying out that work.

THE GRANTOR covenants with the Corporation:

1. Not to install, erect, or construct or permit to be installed, erected or constructed any building or fixture within the right-of-way area without the consent in writing of the Corporation and not to diminish or permit to be diminished or substantially add to or allow to be substantially added to the soil cover over any of the facilities installed within the right-of-way area without the consent in writing of the Corporation, and not to do any act or knowingly suffer or permit any act to be done within the right-of-way area which may interfere with the facilities or any of them, and

2. If at the date hereof, the Grantor is not the sole owner of the parcel of land wherein the right-of-way area is located, this instrument shall nevertheless bind the Grantor to the full extent of his interest therein, and if he shall later acquire a greater interest therein, the provisions hereof shall extend to such after acquired interest.

THE PARTIES MUTUALLY AGREE that the facilities shall at all times remain the property of the Corporation, its successors and assignees, notwithstanding that they may be affixed to the land and the facilities or any of them may at any time and from time to time be removed by the Corporation, its successors and assignees, but the Corporation shall be under no obligation to remove the facilities or any of them from the land.

The provisions of this instrument shall be binding upon and enure to the benefit of the Grantor's heirs, executors, administrators, successors and assignees and the Corporation's successors and assignees, and wherever the singular or masculine is used herein, it shall be construed as if the feminine, plural or neuter, as the case may be, had been used where the context so requires, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary have been made.

IN WITNESS WHEREOF the parties have executed this agreement effective on the date hereof.

SIGNED, SEALED AND DELIVERED )  
in the presence of: )  
\_\_\_\_\_)  
Name: )  
\_\_\_\_\_)  
Address: )  
\_\_\_\_\_)  
Occupation: )

SIGNED, SEALED AND DELIVERED )  
in the presence of: )  
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Address: )  
\_\_\_\_\_)  
Occupation: )

THE CORPORATE SEAL OF )  
was affixed in the presence of: )  
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THE CORPORATE SEAL OF )  
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SCHEDULE "A"

That part of Lot 236, Douglas Island (also known as Protection Island), Nanaimo District, Plan 14111 lying to the west of a line parallel to and perpendicularly distant 6 metres from the westerly boundary of said Lot 236 and the production northerly of said westerly boundary.

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

Mortgage in favour of The Bank of Nova Scotia registered under number K39118

CONSENT

The undersigned, being the holder of an encumbrance or entitled to a lien or interest referred to in the Memorandum above written, for valuable consideration (the receipt from the Corporation whereof is hereby acknowledged) hereby joins in and consents to the grant to the Corporation of the rights set out in the annexed instrument in priority to the interest of the undersigned in and registered as an encumbrance upon the title to the land described in Schedule "A" above written.

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Address

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.....



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

FORM 17

File 2765

Nature of Charge(s): Right-of-way	Full name, postal address and telephone number of person presenting Instrument for registration: P.W. McKechnie City of Nanaimo 455 Wallace Street Nanaimo, B.C. V9R 5J6                    754-4251
Address of person entitled to be registered, if different from that shown in Instrument:	
British Subject: Yes	
True Value: \$..1.00.....	.....
Herewith fees of \$..10.00.....	Signature of Applicant (Solicitor or Agent)

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BETWEEN:                    Barbara Jane Godson  
                                  P.O. Box 282  
                                  Nanaimo, B.C.  
                                  V9R 5K9

(hereinafter called "the Grantor")

AND:

City of Nanaimo,  
455 Wallace Street, Nanaimo, B.C.

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1. Insofar as it may be practicable, the Corporation will bury all facilities so as not to interfere unreasonably with the use of the surface of the ground within the land described in Schedule "A"; and
2. Upon completion of any construction or any installation of facilities, or alteration, removal, replacement, reconstruction, or repair of facilities, the Corporation will restore the surface of the ground as nearly as possible to the condition thereof at the time of commencement of that work and will repair any injury to property caused directly or indirectly by the Corporation, its officers, agents, servants, workmen, contractors or subcontractors in the course of carrying out that work.

THE GRANTOR covenants with the Corporation:

1. Not to install, erect, or construct or permit to be installed, erected or constructed any building or fixture within the right-of-way area without the consent in writing of the Corporation and not to diminish or permit to be diminished or substantially add to or allow to be substantially added to the soil cover over any of the facilities installed within the right-of-way area without the consent in writing of the Corporation, and not to do any act or knowingly suffer or permit any act to be done within the right-of-way area which may interfere with the facilities or any of them, and

2. If at the date hereof, the Grantor is not the sole owner of the parcel of land wherein the right-of-way area is located, this instrument shall nevertheless bind the Grantor to the full extent of his interest therein, and if he shall later acquire a greater interest therein, the provisions hereof shall extend to such after acquired interest.

THE PARTIES MUTUALLY AGREE that the facilities shall at all times remain the property of the Corporation, its successors and assignees, notwithstanding that they may be affixed to the land and the facilities or any of them may at any time and from time to time be removed by the Corporation, its successors and assignees, but the Corporation shall be under no obligation to remove the facilities or any of them from the land.

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Occupation: )

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MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

Mortgage in favour of The Bank of Nova Scotia registered under number K39118

CONSENT

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Name

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Address

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Occupation

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was affixed in the presence of:

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Name

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Address

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Occupation

THE CORPORATE SEAL OF

was affixed in the presence of:

.....

.....

LAND TITLE ACT  
FORM 2  
(Sections 43 (a) and 44 (a))

AFFIDAVIT OF WITNESS

I, ..... of  
..... in  
British Columbia, make oath and say:

1. I was present and saw this instrument duly signed and executed by .....  
....., the party(ies) to it, for the purposes named in it.
2. The instrument was executed at .....
3. I know the party(ies), who is(are) 19 years old or more.
4. I am the subscribing witness to the instrument and am 16 years old or more.

Sworn before me at .....  
in British Columbia, this ..... day  
of ....., 19 .....

\* .....  
\*Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.  
NOTE—This affidavit must be sworn by a witness who is not a party to the instrument.

LAND TITLE ACT  
FORM 3  
(Sections 43 (b) and 44 (b))

CERTIFICATE OF ACKNOWLEDGMENT OF TRANSFEROR

I certify that on the ..... day of ....., 19 ....., at ..... in the ..... of .....

\*(Whose identity has been proved by the evidence on oath of .....  
....., who is) personally known to me,  
(State full name, address, and occupation)

appeared before me and acknowledged to me that he/she/they is(are) the person(s) mentioned in this instrument as a transferor (or attorney of a transferor) that his/her/their name(s) is(are) subscribed to it, that he/she/they know(s) the contents of the instrument and executed it voluntarily, and is(are) of the age of 19 years or more.

In testimony of which I set my hand and seal of office at .....  
this ..... day of ....., 19 .....  
† .....

\*Where the person making the acknowledgment is personally known to the officer taking it, strike out the words in brackets.  
†Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

LAND TITLE ACT  
FORM 6  
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I certify that on the ..... day of ....., 19 ....., at .....  
in British Columbia, .....

(\*whose identity has been proved by the evidence on oath of .....  
..... who is) personally known to me, appeared  
(State full name, address, and occupation)

before me and acknowledged to me that he/she is the authorized signatory of .....  
..... and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, †(and that the corporation existed at the date the instrument was executed by the corporation.)

In testimony of which I set my hand and seal of office at .....  
this ..... day of ....., 19 .....  
‡ .....

\*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets.  
†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162 (5) not to call for further evidence of the existence of the corporation.  
‡Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

LAND TITLE ACT  
FORM 2  
(Sections 43 (a) and 44 (a))

AFFIDAVIT OF WITNESS

I, ..... of  
..... in  
British Columbia, make oath and say:

1. I was present and saw this instrument duly signed and executed by .....  
....., the party(ies) to it, for the purposes named in it.
2. The instrument was executed at .....
3. I know the party(ies), who is(are) 19 years old or more.
4. I am the subscribing witness to the instrument and am 16 years old or more.

Sworn before me at .....  
in British Columbia, this ..... day  
of ....., 19 .....

\* .....  
\*Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.  
NOTE—This affidavit must be sworn by a witness who is not a party to the instrument.

LAND TITLE ACT  
FORM 3  
(Sections 43 (b) and 44 (b))

CERTIFICATE OF ACKNOWLEDGMENT OF TRANSFEROR

I certify that on the ..... day of ....., 19 ....., at ..... in the ..... of .....

\*(Whose identity has been proved by the evidence on oath of .....  
....., who is) personally known to me,  
(State full name, address, and occupation)

appeared before me and acknowledged to me that he/she/they is(are) the person(s) mentioned in this instrument as a transferor (or attorney of a transferor) that his/her/their name(s) is(are) subscribed to it, that he/she/they know(s) the contents of the instrument and executed it voluntarily, and is(are) of the age of 19 years or more.

In testimony of which I set my hand and seal of office at .....  
this ..... day of ....., 19 .....

† .....

\*Where the person making the acknowledgment is personally known to the officer taking it, strike out the words in brackets.  
†Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

LAND TITLE ACT  
FORM 6  
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I certify that on the ..... day of ....., 19 ....., at .....  
in British Columbia, .....

(\*whose identity has been proved by the evidence on oath of .....  
..... who is) personally known to me, appeared  
(State full name, address, and occupation)

before me and acknowledged to me that he/she is the authorized signatory of .....  
..... and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, †(and that the corporation existed at the date the instrument was executed by the corporation.)

In testimony of which I set my hand and seal of office at .....  
this ..... day of ....., 19 .....

‡ .....

\*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets.  
†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162 (5) not to call for further evidence of the existence of the corporation.  
‡Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

CITY OF NANAIMO

BYLAW NO. 2960

A BYLAW TO AUTHORIZE THE MUNICIPALITY TO ENTER UPON,  
EXPROPRIATE, BREAK UP, TAKE AND ENTER INTO POSSESSION  
OF AND USE LANDS FOR SEWER PURPOSES

WHEREAS the Council of the City of Nanaimo deems it necessary to acquire property for sewer purposes; and

WHEREAS Section 611 of the Municipal Act provides that the Council may, by bylaw, provide for the establishment of a system of sewerage works for the collection, conveyance and disposal of sewage; and

WHEREAS Section 611(4) of the Municipal Act provides that, the City Council may, by expropriation, enter into possession of and use property and have free entry thereon.

THEREFORE BE IT RESOLVED that the Council of the City of Nanaimo, in open meeting assembled, ENACTS AS FOLLOWS:

1. This bylaw may be cited as the "EXPROPRIATION BYLAW 1986 NO. 2960".
2. Pursuant to Section 611(4) and subject to Division 4 of Part XII of the Municipal Act, the City of Nanaimo is hereby authorized to enter on, expropriate, break up, take and enter into possession of and use and does hereby expropriate for sewer purposes all that interest as set out in the right-of-way documents attached hereto and forming a part of this bylaw in and to, all and singular that certain parcel or tract of land and premises situate, lying and being in the municipality of Nanaimo, in the Province of British Columbia, more particularly described as all that part of Lot 238, Douglas Island (also known as Protection Island), Nanaimo District, Plan 14111 lying to the north of a line parallel to and perpendicularly distant 6 metres from the northerly boundary of said Lot;

and

That part of said Lot 238 lying to the west of a line parallel to and perpendicularly 6 metres from the westerly boundary of said Lot and to the south of a line parallel to and perpendicularly distant 6 metres from the northerly boundary of said Lot 238.

3. This bylaw shall not come into effect until it has been published once in the B. C. Gazette and in a newspaper published or circulated in the City of Nanaimo, and a certified copy of the bylaw has been filed in the Victoria Land Title Office, and a Notice of Expropriation has been served on the registered owners of the land.

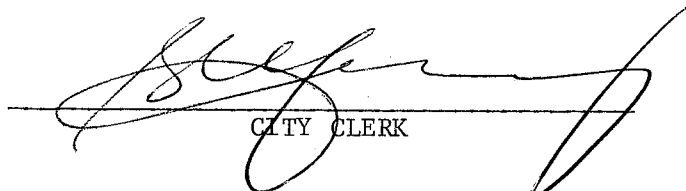
PASSED FIRST, SECOND AND THIRD READINGS 1986-MAR-03.

ADOPTED 1986-MAR-17.

REPEALED 1986-APR-07



M A Y O R



CITY CLERK

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

FORM 17

File 2777

Nature of Charge(s): Right-of-way	Full name, postal address and telephone number of person presenting instrument for registration:
Address of person entitled to be registered, if different from that shown in instrument:	P.W. McKechnie
British Subject: Yes	City of Nanaimo
True Value: \$ 1.00	455 Wallace Street
Herewith fees of \$ 10.00	Nanaimo, B.C.
	V9R 5J6 754-4251
	.....
	Signature of Applicant (Solicitor or Agent)

THIS SEWAGE AND DRAINAGE RIGHT-OF-WAY AGREEMENT was made the \_\_\_\_\_ day of \_\_\_\_\_ 19 .

BETWEEN: Hettie Rhoda-Marie Wilfert  
#4 - 2654 Lancelot Place  
R.R.#1, Saanichton, B.C.  
VOS IMO

(hereinafter called "the Grantor")

AND:

City of Nanaimo,  
455 Wallace Street, Nanaimo, B.C.

(hereinafter called "the Corporation")

IN CONSIDERATION OF \$ 1.00 , (the receipt whereof is hereby acknowledged by the Grantor), the Grantor hereby grants to the Corporation, its successors and assignees, forever, the full and exclusive rights by its officers, agents, servants, workmen, contractors, and subcontractors, in, over, across and under the land described in Schedule "A" hereto, (hereinafter called "the right-of-way area") to enter, cross and recross; to install, construct, operate, maintain, inspect, alter, remove, replace, reconstruct, and repair one or more sewers, drains, valves, fittings, meters, pumps, manholes, and other equipment and appurtenances of every kind (all or any of which are hereinafter called "facilities") which may be required by the Corporation, its successors and assignees for the collection, conveyance and treatment of sewage and to convey sewage or treated sewage effluent through the facilities or any of them.

THE CORPORATION covenants with the Grantor:

1. Insofar as it may be practicable, the Corporation will bury all facilities so as not to interfere unreasonably with the use of the surface of the ground within the land described in Schedule "A"; and
2. Upon completion of any construction or any installation of facilities, or alteration, removal, replacement, reconstruction, or repair of facilities, the Corporation will restore the surface of the ground as nearly as possible to the condition thereof at the time of commencement of that work and will repair any injury to property caused directly or indirectly by the Corporation, its officers, agents, servants, workmen, contractors or subcontractors in the course of carrying out that work.

THE GRANTOR covenants with the Corporation:

1. Not to install, erect, or construct or permit to be installed, erected or constructed any building or fixture within the right-of-way area without the consent in writing of the Corporation and not to diminish or permit to be diminished or substantially add to or allow to be substantially added to the soil cover over any of the facilities installed within the right-of-way area without the consent in writing of the Corporation, and not to do any act or knowingly suffer or permit any act to be done within the right-of-way area which may interfere with the facilities or any of them, and



2. If at the date hereof, the Grantor is not the sole owner of the parcel of land wherein the right-of-way area is located, this instrument shall nevertheless bind the Grantor to the full extent of his interest therein, and if he shall later acquire a greater interest therein, the provisions hereof shall extend to such after acquired interest.

THE PARTIES MUTUALLY AGREE that the facilities shall at all times remain the property of the Corporation, its successors and assignees, notwithstanding that they may be affixed to the land and the facilities or any of them may at any time and from time to time be removed by the Corporation, its successors and assignees, but the Corporation shall be under no obligation to remove the facilities or any of them from the land.

The provisions of this instrument shall be binding upon and enure to the benefit of the Grantor's heirs, executors, administrators, successors and assignees and the Corporation's successors and assignees, and wherever the singular or masculine is used herein, it shall be construed as if the feminine, plural or neuter, as the case may be, had been used where the context so requires, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary have been made.

IN WITNESS WHEREOF the parties have executed this agreement effective on the date hereof.

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

\_\_\_\_\_)  
Name: )

\_\_\_\_\_)  
Address: )

\_\_\_\_\_)  
Occupation: )

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

\_\_\_\_\_)  
Name: )

\_\_\_\_\_)  
Address: )

\_\_\_\_\_)  
Occupation: )

THE CORPORATE SEAL OF )  
was affixed in the presence of: )  
)

\_\_\_\_\_)  
\_\_\_\_\_)

THE CORPORATE SEAL OF )  
was affixed in the presence of: )  
)

\_\_\_\_\_)  
\_\_\_\_\_)

SCHEDULE "A"

That part of Lot 238, Douglas Island (also known as Protection Island), Nanaimo District, Plan 14111 lying to the north of a line parallel to and perpendicularly distant 6 metres from the northerly boundary of said Lot; That part of said Lot 238 lying to the west of a line parallel to and perpendicularly 6 metres from the westerly boundary of said Lot and to the south of a line parallel to and perpendicularly distant 6 metres from the northerly boundary of said Lot 238.

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

CONSENT

The undersigned, being the holder of an encumbrance or entitled to a lien or interest referred to in the Memorandum above written, for valuable consideration (the receipt from the Corporation whereof is hereby acknowledged) hereby joins in and consents to the grant to the Corporation of the rights set out in the annexed instrument in priority to the interest of the undersigned in and registered as an encumbrance upon the title to the land described in Schedule "A" above written.

SIGNED, SEALED AND DELIVERED in the presence of:

.....  
Name

.....  
Address

.....  
Occupation

THE CORPORATE SEAL OF

was affixed in the presence of:

.....

.....

CONSENT

The undersigned, being the holder of an encumbrance or entitled to a lien or interest referred to in the Memorandum above written, for valuable consideration (the receipt from the Corporation whereof is hereby acknowledged) hereby joins in and consents to the grant to the Corporation of the rights set out in the annexed instrument in priority to the interest of the undersigned in and registered as an encumbrance upon the title to the land described in Schedule "A" above written.

SIGNED, SEALED AND DELIVERED in the presence of:

.....  
Name

.....  
Address

.....  
Occupation

THE CORPORATE SEAL OF

was affixed in the presence of:

.....

.....

CONSENT

The undersigned, being the holder of an encumbrance or entitled to a lien or interest referred to in the Memorandum above written, for valuable consideration (the receipt from the Corporation whereof is hereby acknowledged) hereby joins in and consents to the grant to the Corporation of the rights set out in the annexed instrument in priority to the interest of the undersigned in and registered as an encumbrance upon the title to the land described in Schedule "A" above written.

SIGNED, SEALED AND DELIVERED in the presence of:

.....  
Name

.....  
Address

.....  
Occupation

THE CORPORATE SEAL OF

was affixed in the presence of:

.....

.....

LAND TITLE ACT  
FORM 2  
(Sections 43 (a) and 44 (a))

AFFIDAVIT OF WITNESS

I, ..... of  
..... in  
British Columbia, make oath and say:

1. I was present and saw this instrument duly signed and executed by .....  
....., the party(ies) to it, for the purposes named in it.
2. The instrument was executed at .....
3. I know the party(ies), who is(are) 19 years old or more.
4. I am the subscribing witness to the instrument and am 16 years old or more.

Sworn before me at .....  
in British Columbia, this ..... day  
of ....., 19 .....

\* .....

\*Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.  
NOTE—This affidavit must be sworn by a witness who is not a party to the instrument.

LAND TITLE ACT  
FORM 3  
(Sections 43 (b) and 44 (b))

CERTIFICATE OF ACKNOWLEDGMENT OF TRANSFEROR

I certify that on the ..... day of ....., 19 ....., at ..... in the ..... of

.....  
\*(Whose identity has been proved by the evidence on oath of .....  
....., who is) personally known to me,  
(State full name, address, and occupation)

appeared before me and acknowledged to me that he/she/they is(are) the person(s) mentioned in this instrument as a transferor (or attorney of a transferor) that his/her/their name(s) is(are) subscribed to it, that he/she/they know(s) the contents of the instrument and executed it voluntarily, and is(are) of the age of 19 years or more.

In testimony of which I set my hand and seal of office at .....  
this ..... day of ....., 19 .....

† .....

\*Where the person making the acknowledgment is personally known to the officer taking it, strike out the words in brackets.  
†Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

LAND TITLE ACT  
FORM 6  
(Section 46)  
PROOF OF EXECUTION BY CORPORATION

I certify that on the ..... day of ....., 19 ....., at .....  
in British Columbia, .....

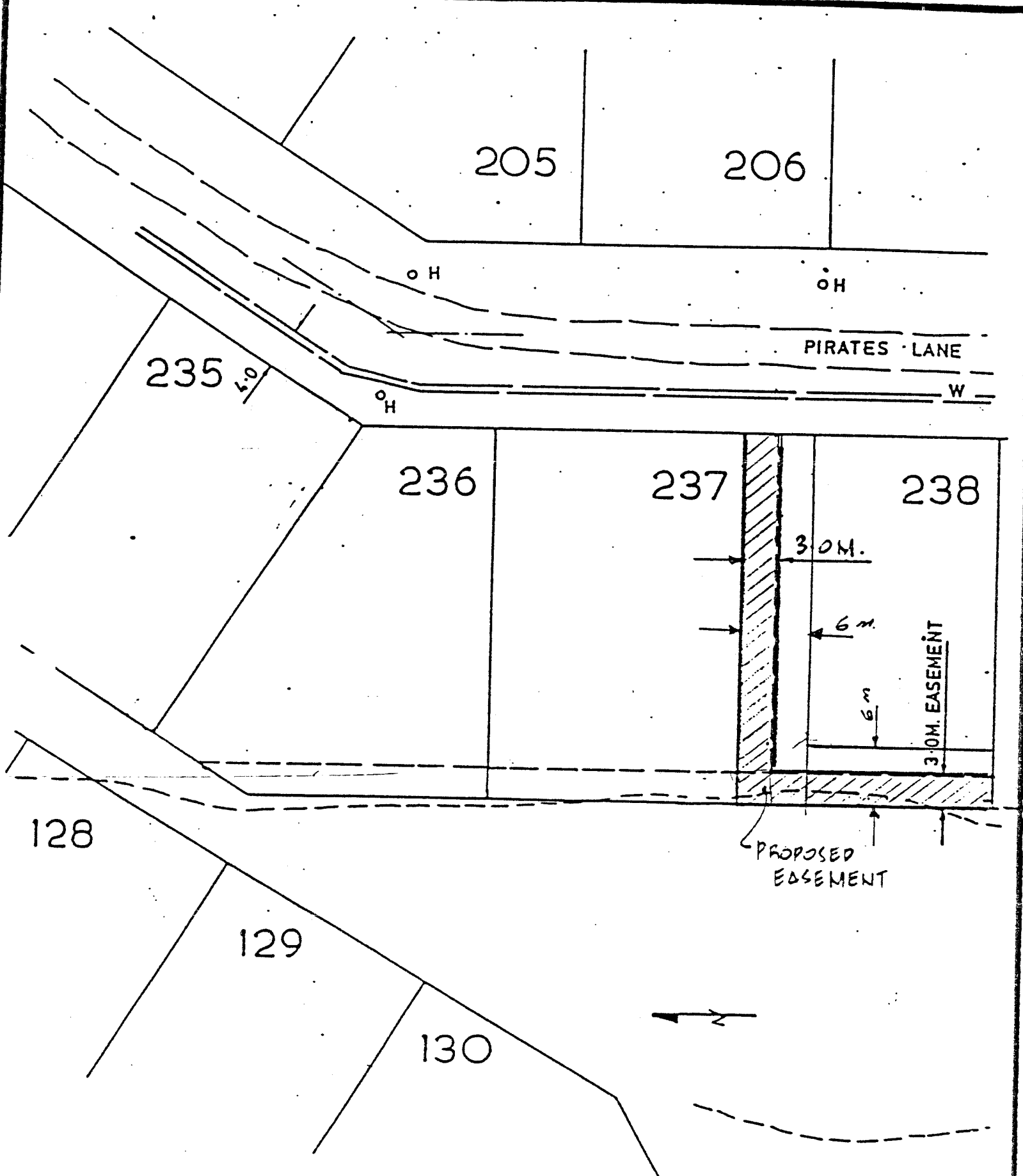
(\*whose identity has been proved by the evidence on oath of .....  
..... who is) personally known to me, appeared  
(State full name, address, and occupation)

before me and acknowledged to me that he/she is the authorized signatory of .....  
..... and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, †(and that the corporation existed at the date the instrument was executed by the corporation.)

In testimony of which I set my hand and seal of office at .....  
this ..... day of ....., 19 .....

‡ .....

\*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets.  
†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162 (5) not to call for further evidence of the existence of the corporation.  
‡Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.



CITY OF NANAIMO	SCALE 1:500
PROTECTION ISLAND - SEWERAGE SYSTEM - PROPOSED EASEMENT	FEB. 1986
LOT NO. 238, PLAN NO. 14111, PROTECTION ISLAND 02 NANAIMO DISTRICT.	Willis Cunliffe Tait   DeLCan

CITY OF NANAIMO

BYLAW NO. 2974

A BYLAW TO AUTHORIZE THE CITY OF NANAIMO  
TO LEASE CERTAIN PROPERTY

WHEREAS the Council of the City of Nanaimo may, pursuant to Section 542 of the Municipal Act, by Bylaw, absolutely lease any real property held or owned by the Municipality;

THEREFORE BE IT RESOLVED that the Council of the City of Nanaimo in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as the "LEASE AUTHORIZATION BYLAW 1986 NO. 2974".

2. His Worship the Mayor and the City Clerk are hereby authorized and empowered to execute sub-leases in the form of the sub-lease attached hereto and forming part of this bylaw, in favour of the following:

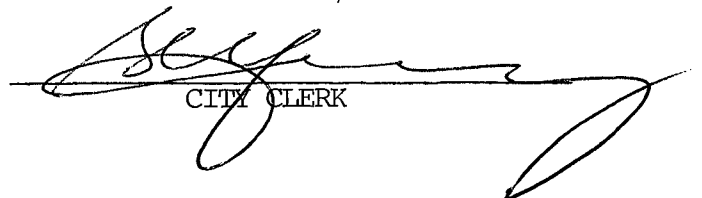
(1) Vancouver Island Helicopters Ltd., of that part of Nanaimo Airport as shown outlined in red upon the sketch map attached to such sub-lease as Schedule "A". (Lease Area No. 14)

PASSED FIRST, SECOND AND THIRD READINGS 1986-MAY-26.

ADOPTED 1986-JUN-09.

REPEALED 1987-JUN-08.

  
MAYOR

  
CITY CLERK

THIS INDENTURE made the            day of            , 1986.

BETWEEN:

City of Nanaimo,  
455 Wallace Street,  
Nanaimo, British Columbia  
V9R 5J6

(hereinafter call the "City")

OF THE FIRST PART

AND:

Vancouver Island Helicopters Ltd.  
Victoria International Airport  
Sidney, British Columbia  
V8L 4R1

(hereinafter called the "Sub-Lessee")

OF THE SECOND PART

WHEREAS by Indenture of Lease No. 48913 dated the 21st day of October, 1952, and made between Her Majesty the Queen, represented by the Minister of Transport as Lessor and The City of Nanaimo as Lessee, as amended by Supplemental Agreements made 1957-JAN-17, 1969-JUL-03, 1974-OCT-30, 1979-MAY-08, 1981-JUL-16, and 1984-APR-13, the said City of Nanaimo did lease the lands and premises more particularly set forth in the said Lease (Hereinafter referred to as the "Airport"), subject to the terms and conditions therein set forth;

AND WHEREAS the City and the Sub-Lessee have agreed to grant and take respectively a sub-lease of a portion of the said Airport, (Lease Area No. 14) the details of which are hereinafter set forth;

AND WHEREAS the City may grant such sub-lease only upon the consent in writing of the Minister of Transport of Canada.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of One (\$1.00) Dollar of the lawful money of Canada, now paid by the Sublessee to the City (the receipt thereof is hereby admitted by the City) the parties hereto mutually covenant with each other as follows:

1. The City demises and leases to the Sub-Lessee, that portion of the said Airport, which Airport is situate on Vancouver Island in the Province of British Columbia, and consists of part of Sections One (1), Two (2), and Three (3), Range Eight (8), Cranberry District;

Section Twenty (20), Lots C and D of Lot Two (2), Part of Lot Fifteen (15), Range Eight (8), Bright District; Part of Lot Eight (8), Range 8, Oyster District, and which said portion is shown outlined in red upon the sketch map attached hereto as Schedule "A". (Lease Area 14)

2. The Sublessee shall have and hold the land demised and the rights and privileges herein set out from and after the 1st day of July, A.D. 1986, for the period to expire the 30th day of March, A.D. 1989, and subject to the Head Lease to the City being renewed the Sublessee shall have the option to renew for a further term of five years or to the expiry of the term of renewal of the Head Lease, whichever term is the shorter and then fully to be complete and ended.

3. The Sublessee shall pay to the City rent in the amount of \$3,150.00 per annum in advance at the commencement of the term.

4. The Sublessee shall not build on any of the land demised without obtaining the consent in writing of the City to such building.

5. The Sublessee shall not use the land demised nor permit the same to be used for any purpose other than that the said land shall be used as a site for the sublessee's building (hereafter referred to as the said building), and the said land and the said building shall be used for helicopter operations, and for no other purpose or purposes whatever thereto without first obtaining the consent in writing of the City.

6. The City, its servants or agents shall at any times and for all purposes have full and free access to any and every part of the land demised and of any building erected thereon.

7. The Sublessee shall not have any claim or demand against the City for detriment, damage or injury of any nature whatsoever or howsoever caused to the said land, to any building erected thereon or to any person or property including structures, erections, aircraft, machinery, motor or other vehicles, materials, supplies, articles, effects or things at any time erected, brought, placed, made or being on or about the land demised or in any building erected thereon.

8. The Sub-Lessee shall not at any time during the currency of this sub-lease make any alterations on the said land or to any facilities thereon without first obtaining the consent in writing of the City.

9. The Sub-Lessee shall not at any time during the currency of this sub-lease make any alterations on the said land or to any facilities thereon without first obtaining the consent in writing of the City.

10. The Sub-Lessee shall not at any time during the currency of the sub-lease do or suffer or permit to be done, any act or thing which may impair, damage or injure the land demised beyond the damage occasioned by reasonable user, the City to be the sole judge of the meaning of the words "reasonable user;" and shall at its own cost, at all times during the currency of this sub-lease keep the land demised and any facilities thereon in a good state of repair and shall renew all portions of the land demised or the said facilities which may at any time be damaged other than in the reasonable user thereof, all to the satisfaction of the City.

11. The Sub-Lessee shall before making any alterations to any sign or building erected on the land demised or to any facilities thereon obtain the consent in writing of the City and all such alterations shall be made and thereafter maintained by and at the cost of the Sub-Lessee to the satisfaction of the City.

12. The Sub-Lessee shall, in addition to the payment of the monthly rental hereunder, at its own cost and as soon as it may start construction of any building on the land demised insure, as soon as possible, and thereafter keep insured during the currency of this sub-lease with an Insurance Company or Companies satisfactory to the City, the said building against fire; the policy or policies of insurance covering to be in form and term satisfactory to the City and to be filed, together with receipts for payment of premium or premiums thereon by the Sub-Lessee with the City at Nanaimo, British Columbia. The Lessee, its officers, employees, and agents and all persons using the land demised shall at all times during the currency of this sub-lease observe and comply with the provisions of the "Aeronautics Act" as amended from time to time, the Air Regulations 1938 and amendments thereto, all rules and regulations made from time to time pursuant to the provisions of the said



13. The Sub-Lessee shall at all times indemnify and save harmless the City from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of these presents or any action taken or things done or maintained by virtue hereof or the exercise in any manner of rights arising hereunder.

14. The City may at any time terminate this sub-lease by giving to the Sub-Lessee six (6) months notice in writing signed by the City Clerk of the City of Nanaimo and either delivered to the Sub-Lessee or mailed addressed to the last known place of business of the Sub-Lessee or any officer of the Sub-Lessee at any of Her Majesty's Post Offices and thereupon after the expiration of such period of notification this sub-lease shall be determined and ended and the Sub-Lessee shall thereupon and also in the event of the determination of the sub-lease in any other manner if required by the City forthwith remove from the land demised or from any building which may be erected thereon or structures, erections, aircraft, machinery, motor or other vehicles, supplies, articles, materials, effects and things at any time brought or placed thereon or therein by the Sub-Lessee and shall also, to the satisfaction of the City, repair all and every damage and injury occasioned to the land and premises held by the City by reason of such removal or in the performance thereof but the Sub-Lessee shall not by reason of any action taken or things performed or required under this clause be entitled to any compensation whatever: provided that unless required by the City no goods, chattels, materials, effects or things shall be removed from the premises of the City until all rent due or to become due under this sub-lease is fully paid.

15. If the rent above reserved or any part thereof shall be in arrears or unpaid for thirty (30) days next after any of the days or times hereinbefore appointed for payment thereof whether or not the same shall have been in any manner demanded or in case of default, breach or non-observance be made or suffered by the Sub-Lessee at any time or times in or in respect of any of the covenants, provisos, conditions and reservations herein contained, which on the part of the Sub-Lessee ought to be observed or performed then and in every such case it shall be

lawful for the City, its servants or agents to re-enter and thereafter to have, possess, and enjoy the land demised and any building erected thereon and all improvements thereon or therein freed and discharged from any further recognition or observance of right and privilege hereby granted or the covenants herein contained and no acceptance of rent subsequent to any breach or default other than non-payment of rent nor any condoning, excusing or overlooking by the City on previous occasions of breaches or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition nor in any way to defeat or affect the rights of the City hereunder.

16. That if, after the expiration or termination of this lease, the Sub-Lessee shall continue to occupy the demised premises, with or without the consent of the Lessor, or without any further written agreement, the Sub-Lessee shall be a Sub-Lessee at will, and subject in all other respects to the same terms as are herein set out, insofar as they are applicable to a tenancy at will, and in the event of the termination of the tenancy at will, any rent prepaid shall be adjusted for the period of such occupation, it being expressly agreed that the acceptance of rent, or any implied condition, or any implication of law, shall in no way renew this lease or create any tenancy other than a tenancy at will.

The parties hereto acknowledge that these presents and the grants herein are in fact by way of sub-lease and it is a condition precedent to the same that the consent of the head landlord shall be first had and obtained and upon such consent the Sub-Lessee covenants and agrees with the City to perform all covenants, conditions and provisos by the City to be performed under the said Lease No. 48913 as amended to the intent and for the purpose that no default shall arise from the tenancy hereby created.

IN WITNESS WHEREOF the parties hereto have executed these  
Presents the day and year above first written.

The Corporate Seal of the City  
of Nanaimo was hereunto affixed in  
the presence of its Officers duly  
authorized in that behalf. )

\_\_\_\_\_  
M A Y O R

SEAL

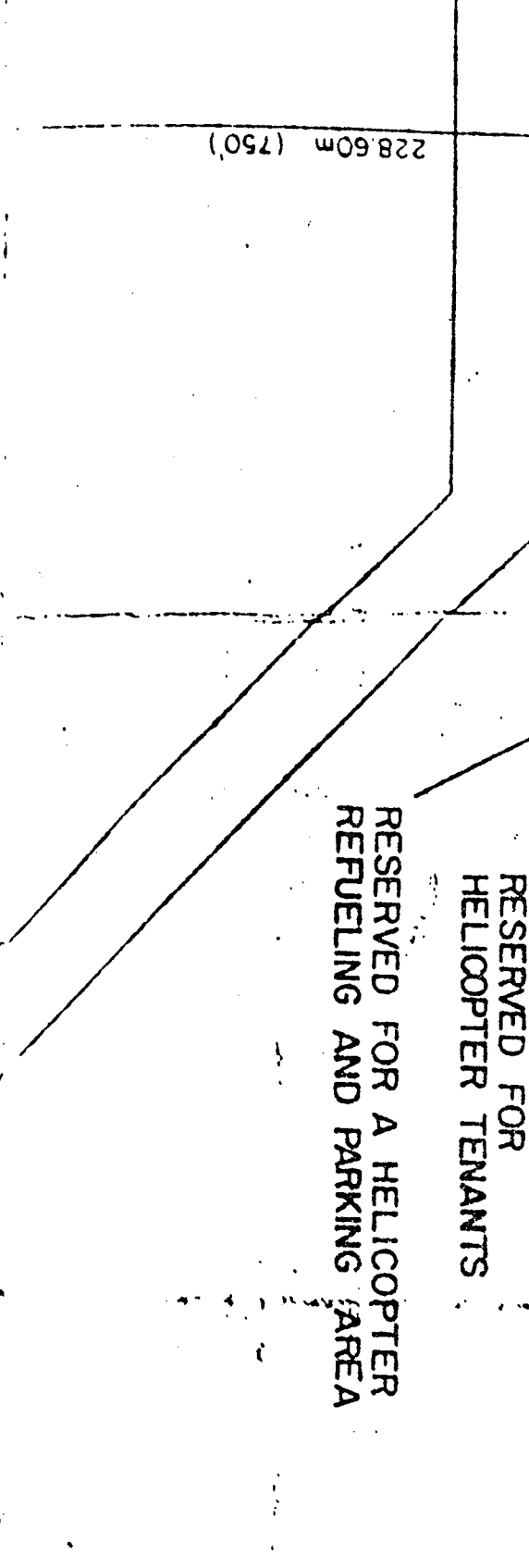
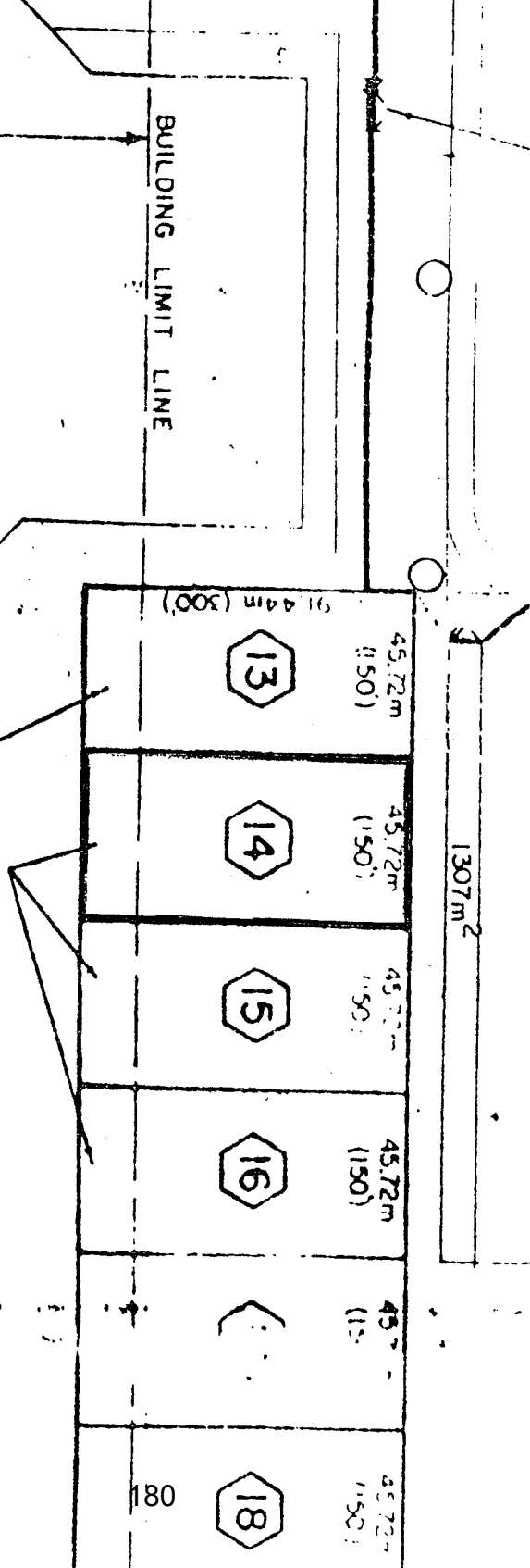
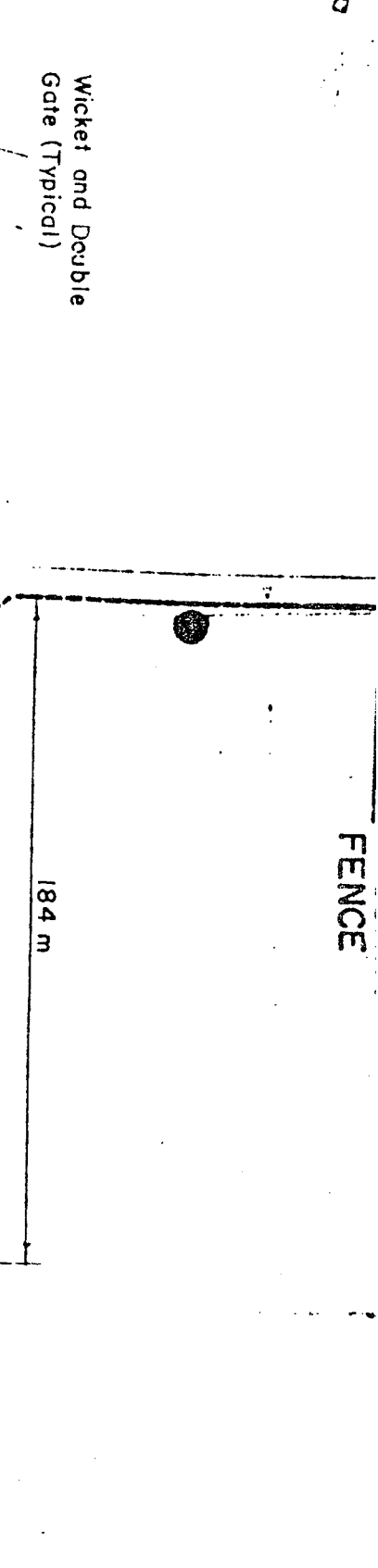
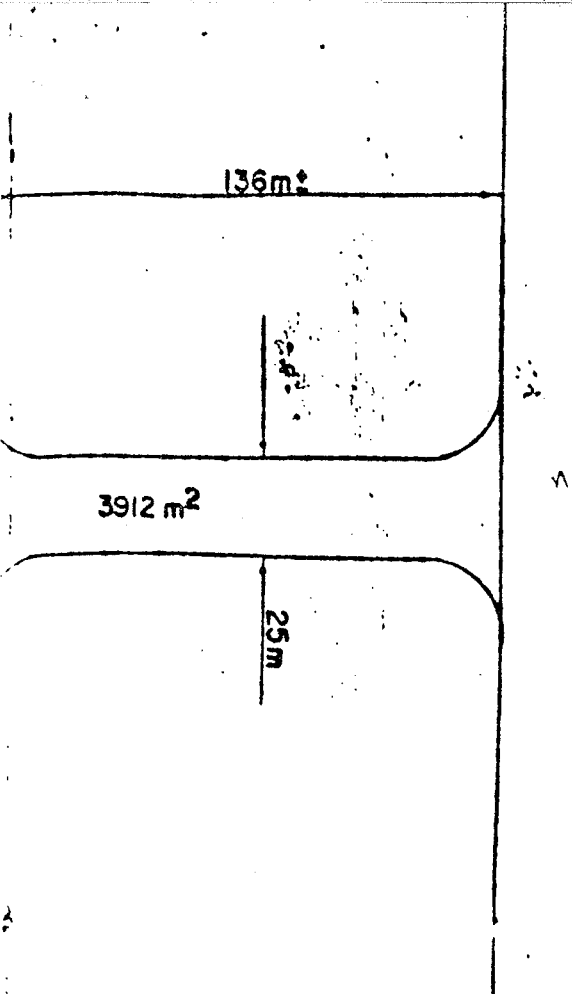
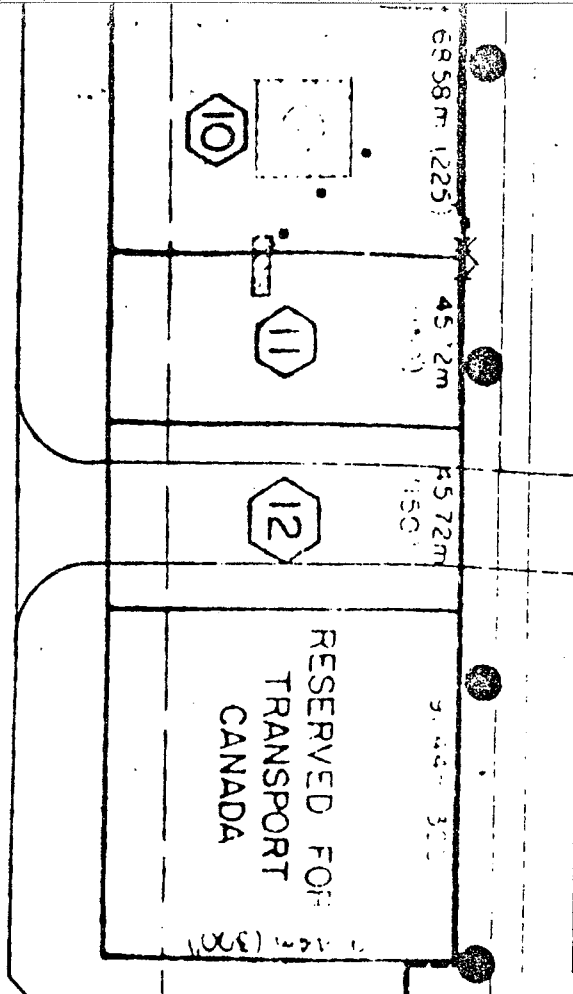
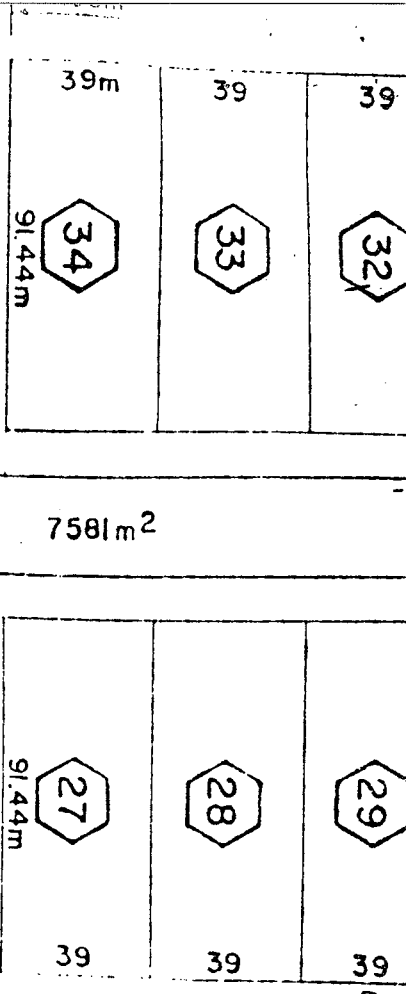
\_\_\_\_\_  
CITY CLERK

The Corporate Seal of the Vancouver  
Island Helicopters Ltd. was hereunto  
affixed in the presence of )

per: \_\_\_\_\_

SEAL

per: \_\_\_\_\_



Wicket and Double Gate (Typical)

RESERVED FOR TRANSPORT CANADA

RESERVED FOR HELICOPTER TENANTS

RESERVED FOR A HELICOPTER REFUELING AND PARKING AREA

CITY OF NANAIMO  
 BYLAW NO. 7352  
 MISCELLANEOUS BYLAWS REPEAL BYLAW

NOW THEREFORE the Council of the City of Nanaimo in open meeting assembled, enacts as follows:

1. TITLE

This Bylaw may be cited for all purposes as “MISCELLANEOUS BYLAWS REPEAL BYLAW 2025 NO. 7352.”

2. ADMINISTRATION:

This bylaw repeals the following bylaws and all amendments thereto:

<b>Bylaw No.</b>	<b>Name of Bylaw</b>
466	“The City Manager Bylaw, No. 466, 1929” (Bylaw is outdated and reflects the City Manager position back in 1929 – housekeeping in nature)
1751	“Mobile Home Parks Bylaw 1976 No. 1751” (wasn’t formally repealed when Mobile Home Parks Bylaw 1984 No. 2704 was implemented). Housekeeping in nature.
2350	“Lease Authorization Bylaw 1981 No. 2350” (repealed by resolution on 1984-SEP-10 Council motion)
2376	“Lease Authorization Bylaw 1981 No. 2376” (repealed by motion on 1985-DEC-15)
2412	“Service Station Closing Bylaw 1982 No. 2412” (repealed by resolution on 2000-APR-10)
2502	“Downtown Development Committee Bylaw 1982 No. 2502” (repealed by Council on 1987-FEB-02) and all amendments thereto
2508	“Lease Authorization Bylaw 1982 No. 2508” (repealed by Council on 1984-APR-02)
2514	“Lease Authorization Bylaw 1982 No. 2514” (repealed by Council on 1986-FEB-17)
2515	“Property Exemption Bylaw 1982 No. 2515” (repealed by motion on 1986-FEB-17)
2618	“Parking Commission Bylaw 1983 No. 2618” (repealed by motion on 1987-FEB-02 and all amendments thereto)
2959	“Expropriation Bylaw 1986 No. 2959” (repealed by Council on 1986-APR-07)
2960	“Expropriation Bylaw 1986 No. 2960” (repealed by Council on 1986-APR-07)
2974	“Lease Authorization Bylaw 1986 No. 2974” (repealed by motion on 1987-JUN-08)

PASSED FIRST READING: \_\_\_\_\_  
PASSED SECOND READING: \_\_\_\_\_  
PASSED THIRD READING: \_\_\_\_\_  
ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

DATE OF MEETING    APRIL 7, 2025

AUTHORED BY        DAVID THOMPSON, MANAGER, ROADS AND TRAFFIC

**SUBJECT              RECYCLE BC FINANCIAL PROJECTIONS 2025 THROUGH 2029**

## **OVERVIEW**

### **Purpose of Report:**

To present financial projections for curbside recycling collection operations, 2025 through 2029.

## **BACKGROUND**

The City of Nanaimo has been collecting residential recyclables at curbside, on behalf of Recycle BC, since 2014; initially, this collection was done by a contractor. When automated collection was introduced in 2018, City forces took over this work, and as compensation for this service, the City receives a per household revenue. In addition, the City also receives per household compensation for education and administration efforts associated with the recycling program.

At its meeting of December 02, 2024, Council resolved to:

1. Execute the Recycle BC Amending Agreement and submit to Recycle BC before December 16, 2024, to extend the term of the current Master Services Agreement from December 31, 2024 to May 1, 2025;
2. Direct Staff to present forecast financial projections for the program term at a subsequent meeting; and,
3. Execute the Recycle BC Master Services Agreement and Statement of Work and submit to Recycle BC before May 1, 2025 for new term ending December 31, 2029.

Council had previously extended the contract with Recycle BC, with the previous term expiry of December 31, 2024. Following the December 2, 2024 resolutions, Staff submitted the Amending Agreement To Recycle BC. This report presents the financial projections for the contract term of January 1, 2025 to December 31, 2029, as included in the 2025 - 2029 Financial Plan and is a follow-up to resolution #2 above.

## **DISCUSSION**

Extraction and allocation of costs to curbside recycling operations, and estimated revenues to be received from Recycle BC, as included in the 2025 - 2029 Financial Plan are summarized in the table below:

**Curbside Recycling - Financial Projections 2025-2029**

	2025	2026	2027	2028	2029
Revenue: Recycle BC	1,403,420	1,442,941	1,483,574	1,525,351	1,568,305
Expenses*	1,663,842	1,599,829	1,555,177	1,555,000	1,489,522
<b>(Deficit)/Surplus</b>	<b>(260,422)</b>	<b>(156,888)</b>	<b>(71,603)</b>	<b>(29,649)</b>	<b>78,783</b>

\*Excludes annual allocation to Carts Reserve for future replacement of carts for all 3 collection streams - 1,525,550/year

This information shows that the City is currently incurring expenses in excess of revenues, primarily as a result of debt incurred in launching the automated collection program in 2018. As this debt reduces, the program turns revenue positive based on current estimates.

The specific allocation of costs to recycling operations varies between 18% for weight-based costs (recyclables make up about 18% of the total material weight handled in a year) and 33% for activity based costs (those activities that are required equally for recyclables, organics and landfill waste collections).

With the current term of the Recycle BC Master Services Agreement and Statement of Work covering 2025 through 2029, Council will have the opportunity to review continued participation in this program, closer to that time.

**SUMMARY POINTS**

- The City of Nanaimo will continue to provide curbside recycling services from 2025 through 2029 on behalf of and in partnership with Recycle BC.
- The program is currently incurring expenses in excess of revenues; however, this is expected to shift as debt is paid off within the term of the Agreement.
- Council will have an opportunity to review continued participation closer to the end of the term of the Agreement.

**ATTACHMENTS**

Attachment A – Financial Projections 2025 - 2029

**Submitted by:**

David Thompson  
 Manager, Roads and Traffic

**Concurrence by:**

John Elliott  
 Director, Public Works

Bill Sims  
 General Manager, Engineering and Public Works



# ATTACHMENT A

## City of Nanaimo

### Curbside Recycling - Financial Projections 2025-2029

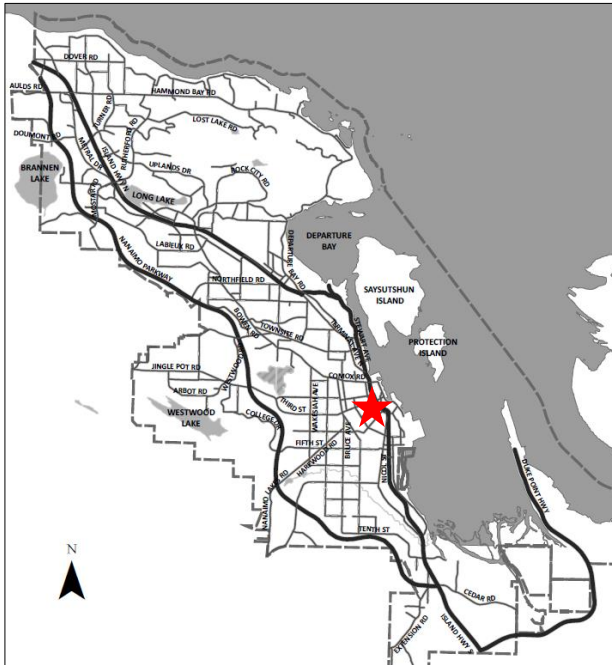
	2025	2026	2027	2028	2029
<b>Revenues:</b>					
Recycle BC Revenue	1,403,420	1,442,941	1,483,574	1,525,351	1,568,305
<b>Expenses:</b>					
Curbside Collection	1,458,745	1,415,433	1,368,901	1,389,025	1,388,027
Community Programs	38,837	39,798	40,558	41,208	42,144
Debt	111,631	88,672	88,672	66,749	-
Public Education	54,629	55,926	57,046	58,018	59,351
<b>Total Expenses*</b>	<b>1,663,842</b>	<b>1,599,829</b>	<b>1,555,177</b>	<b>1,555,000</b>	<b>1,489,522</b>
<b>(Deficit)/Surplus</b>	<b>(260,422)</b>	<b>(156,888)</b>	<b>(71,603)</b>	<b>(29,649)</b>	<b>78,783</b>

\*Excludes annual allocation to Carts Reserve for future replacement of carts for all 3 collection streams - \$1,525,550/year

DATE OF MEETING | April 7, 2025

AUTHORED BY | PAYTON CARTER, PLANNER, CURRENT PLANNING

SUBJECT | LIQUOR LICENCE APPLICATION NO. LA158 – UNIT 201-70  
COMMERCIAL STREET



**Proposal:**

Consideration of a new liquor licence application

**Zoning:**

DT1– Core

**City Plan Land Use Designation:**

Primary Urban Centre

**Lot Area:**

6,320m<sup>2</sup>



## **OVERVIEW**

### **Purpose of Report**

To present for Council's consideration a new liquor primary licence application for an existing nail salon and spa located at Unit 201 – 70 Commercial Street.

### **Recommendation**

That Council recommend that the Liquor and Cannabis Regulation Branch approve the application for a liquor primary licence at Unit 201 – 70 Commercial Street.

## **BACKGROUND**

A notice of application was received from Paris Nails & Spa, requesting a local government resolution in support of their application to the Provincial Liquor and Cannabis Regulation Branch (LCRB) to permit liquor to be served at the existing Paris Nails & Spa located at Unit 201-70 Commercial Street.

A local government resolution is required before the LCRB will further consider this application.

## **DISCUSSION**

In accordance with the City of Nanaimo's Liquor Licence Review Policy and the *Liquor Control and Licensing Act*, liquor licence applications are reviewed against the following criteria:

- the location of the establishment;
- the person capacity;
- the hours of liquor service;
- the impact of noise; and,
- the impact on the community.

### *Public Consultation*

The following summarizes the opportunities for public consultation and information sharing:

- In accordance with the Liquor Licence Review Policy, public comments from nearby residences and business owners were gathered for a period of 30 days, concluding on 2025-MAR-14.
- A total of two comment sheets were received by the City, all of which are in support of the application. The public comment sheets received are included as Attachment C.
- The liquor licence application was referred to the RCMP and City departments for review and comments. Responses are summarized in the sections below.

### *Location of the Establishment*

The subject property is located centrally in the downtown area at the intersection of Commercial Street and Museum Way. The area includes local-serving retail and mixed-use developments, as well as a number of tourist destinations including heritage buildings, Diana Krall Plaza, the Nanaimo Museum, and the Nanaimo Art Gallery.

City Plan designates the property as ‘Primary Urban Centre’ and the property is zoned Core (DT1), intended to provide for a mix of uses where residents live in an area where shopping, clubs, cultural and entertainment uses exist.

#### *Person Capacity and Hours of Liquor Service*

The proposed hours of liquor service are 9:00 a.m. to 8:00 p.m., seven days a week, intended to align with the hours of operation of the existing nail salon and spa. The proposed hours are within a range of hours supported by the City. The consumption of alcohol is proposed to be within the patron treatment areas, which support a maximum occupant load of 20 persons.

#### *Noise and Community Impact*

Both the RCMP and City departments did not identify any safety concerns should the licence be granted. Given the nature of the business, it is not expected that noise will be generated by the addition of liquor service, which will be offered to a limited number of patrons within a controlled environment. The business does not offer entertainment, and patron services are entirely contained within the unit, which is suitably located within the downtown. No negative impacts on the community are anticipated if the application is approved. |

#### **SUMMARY POINTS**

- The application, if approved, will allow liquor to be served within an existing nail salon.
- Public comments from nearby residences and business owners were gathered for a period of 30 days, concluding on 2025-MAR-14.
- Given that liquor service will be offered to a limited number of patrons within a controlled environment, no negative impacts are anticipated if the application is approved. |

#### **ATTACHMENTS**

ATTACHMENT A: Subject Property Map  
ATTACHMENT B: Floor Plan  
ATTACHMENT C: Public Comment Sheets |

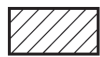
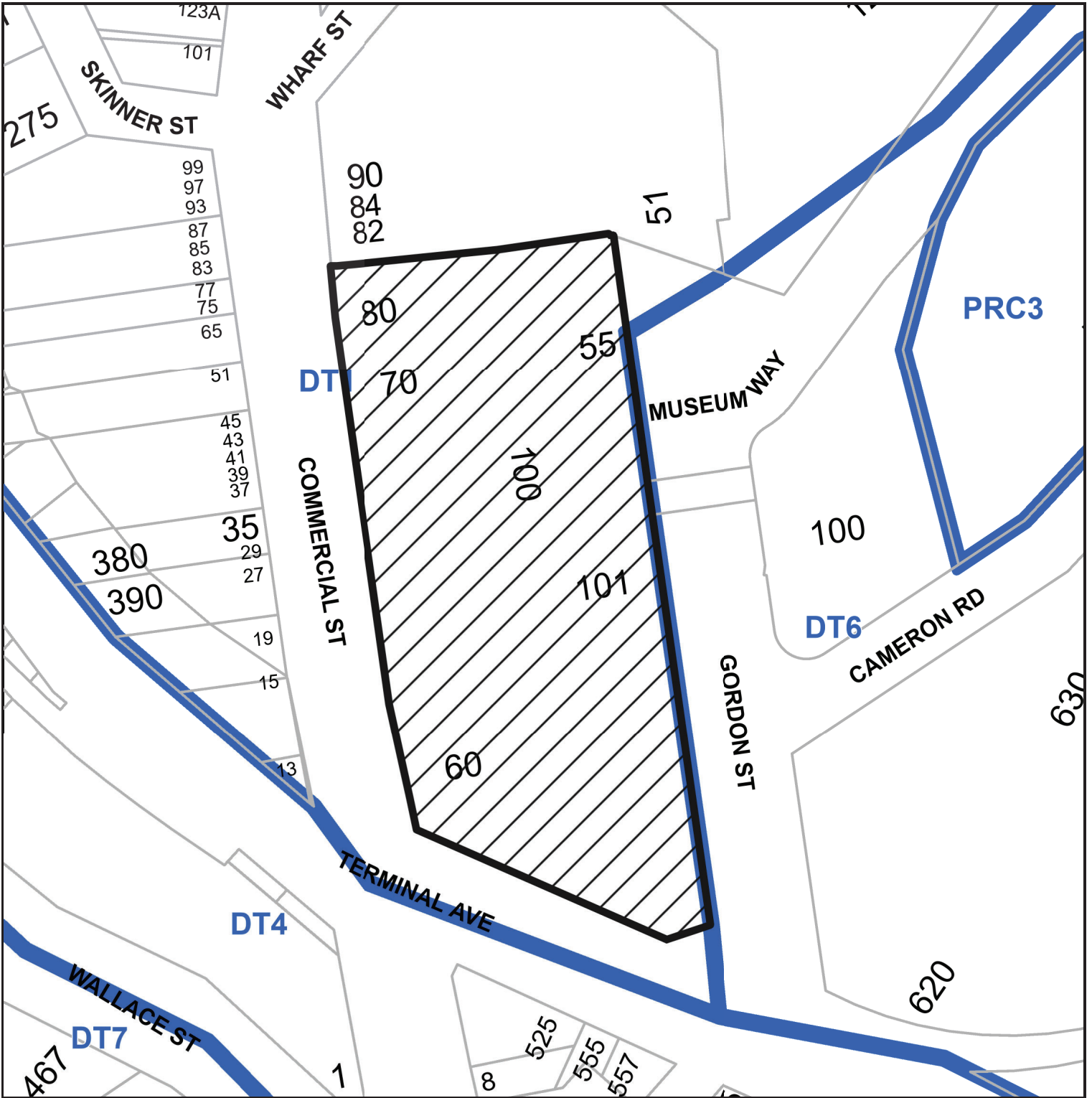
#### **Submitted by:**

Lainya Rowett  
Manager, Current Planning |

#### **Concurrence by:**

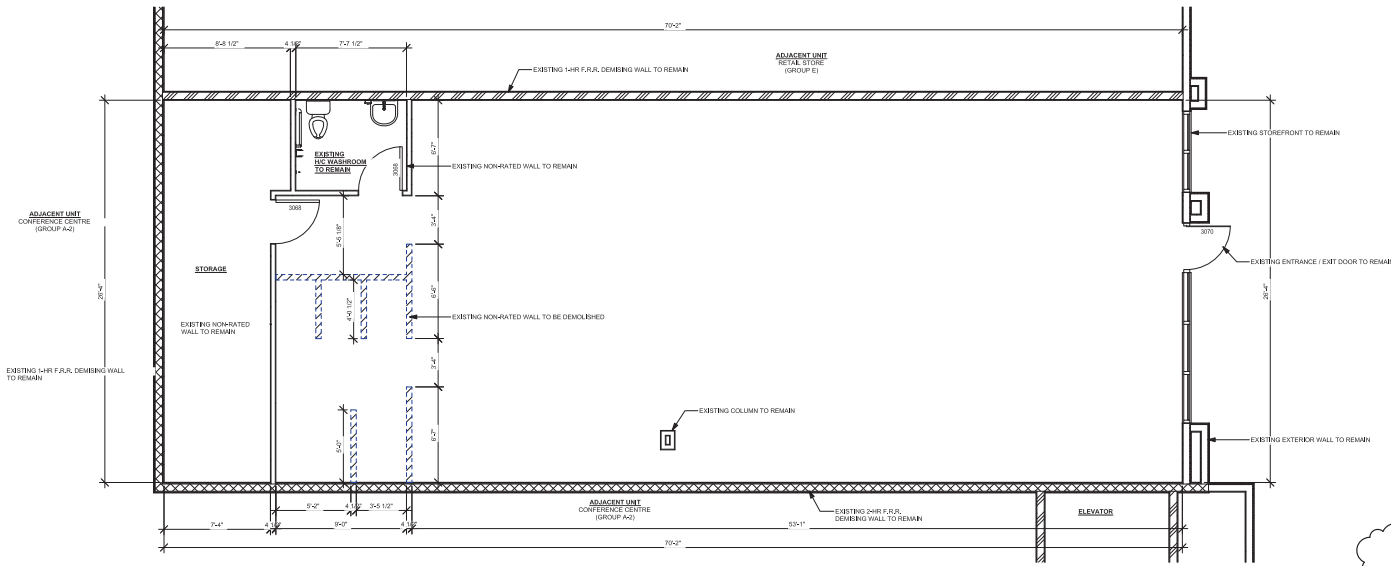
Lisa Brinkman  
Acting Director, Planning & Development |

ATTACHMENT A  
SUBJECT PROPERTY MAP

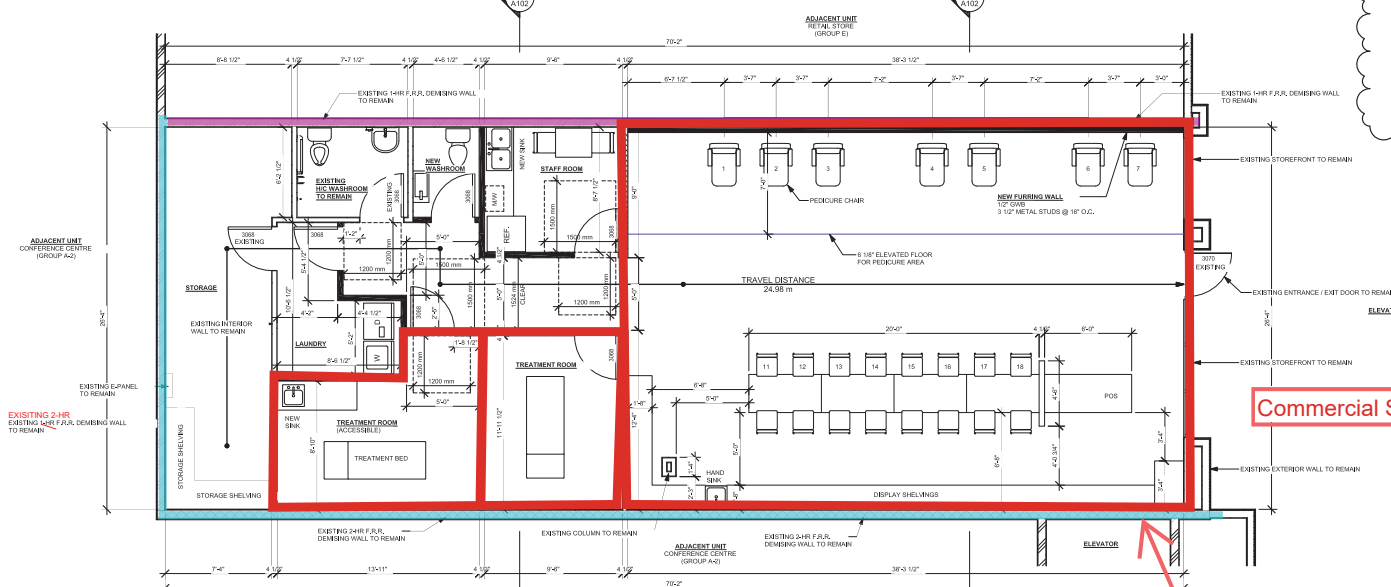


UNIT 201-70 COMMERCIAL STREET

# ATTACHMENT B FLOOR PLAN



1 EXISTING & DEMOLITION PLAN  
1/4" = 1'-0"



2 PROPOSED PLAN  
1/4" = 1'-0"

**WALL SCHEDULE**

- EXISTING NON-RATED INTERIOR WALL TO REMAIN
- EXISTING NON-RATED INTERIOR WALL TO BE DEMOLISHED
- NEW NON-RATED INTERIOR WALL 110" HIGH  
1/2" GIBB  
3 1/2" METAL STUDS @ 16" O.C.  
1/2" GIBB
- NEW NON-RATED INTERIOR WALL (FULL HEIGHT)  
1/2" GIBB  
3 1/2" METAL STUDS @ 16" O.C.  
1/2" GIBB
- EXISTING 1-4HR F.R. DEMING WALL TO REMAIN
- EXISTING 2-4HR F.R. DEMING WALL TO REMAIN

**FIRE SEPARATIONS/FIRE RESISTANCE RATING**

- 0 HOUR:
- 45 MINUTE:
- 1 HOUR:
- 1.5 HOUR:
- 2 HOUR:

**\*\* EXISTING FIRE SEPARATIONS TO REMAIN AND BE MAINTAINED.**

**Proposed Liquor Service Area**

**Commercial Street**

REVISION FOR WALL SCHEDULE 2023-08-05  
 3 ISSUED FOR RP SUBMITTAL 2023-02-16  
 2 ISSUED FOR COORDINATION 2022-02-03  
 1 ISSUED FOR COORDINATION 2022-01-16

**must'art**  
Interior & Construction

Must'art Interiors & Construction  
 450-1050 Steeles Drive  
 Coquitlam, BC V3R 2Y9  
 PH: 604.270.8800

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 File the record of the Owner and General Contractor to verify all alterations and modifications to the construction plans, notify the contractor of any errors, omissions or discrepancies.

PROJECT: PARIS HALLS TENANT IMPROVEMENT  
 UNIT 201  
 70 COMMERCIAL STREET  
 NANAIMO, BC  
 DRAWN BY: FLOOR PLANS

RECEIVED  
**LA158**  
 2025-JAN-06  
 Current Planning

**CITY OF NANAIMO  
 BUILDING INSPECTION SECTION  
 PLANS REVIEWED BY:**  
 Iloekentinger  
 BPI128316

REVISED:  
 tzuit 09/13/2024  
 Deletion of 3 pedicure chairs

Project no.	JAN 2022	Scale	1/4" = 1'-0"
Project no.	220101	Sheet no.	<b>A101</b>

**ATTACHMENT C  
PUBLIC COMMENT SHEETS**



**NEW LIQUOR PRIMARY LICENCE APPLICATION  
UNIT 201-70 COMMERCIAL STREET  
PARIS NAILS & SPA  
PUBLIC NOTICE AND COMMENT SHEET**

The City of Nanaimo has received notice of an application to the Provincial Liquor & Cannabis Regulation Branch (LCRB) for a new liquor primary licence to allow liquor to be served at a personal service establishment located at Unit 201-70 Commercial Street.

The primary focus of the business is personal service use (nail salon). The business would have a maximum capacity of 20 persons. If approved, the liquor primary licence would permit liquor to be served from 9:00am to 8:00pm, seven days a week at Paris Nails & Spa. As part of the review process, the City is responsible for gathering the views of local residents and business operators and to forward this information, along with recommendations, to the LCRB.

Using this comment sheet, please indicate your name and address and whether or not you support the application. Please add any relevant comments. Once completed, please submit this comment sheet no later than **4:00 p.m., March 14<sup>th</sup>, 2025** to:

CITY OF NANAIMO  
**Current Planning Section**  
Service and Resource Centre  
411 Dunsmuir Street, Nanaimo BC V9R 0E4  
Email: [planning@nanaimo.ca](mailto:planning@nanaimo.ca)

Comment sheets can also be mailed to 455 Wallace Street, Nanaimo, BC V9R 5J6.

If you have any questions regarding this application, contact **Payton Carter, Planner** at (250) 755-4429, Ext. 4220.

NOTE: Public submissions, including information obtained through this comment sheet, email, and letter submissions, will become part of the public record. Freedom of Information and Protection of Privacy Act (FOIPPA) information collected on this form is done so under the general authority of the Community Charter and FOIPPA, and is protected in accordance with FOIPPA. Personal information (address, phone number, or email) will be redacted, and will only be used by authorized staff to fulfill the purpose for which it was originally collected, or for a use consistent with that purpose.

- I SUPPORT THE APPLICATION.**  
 **I DO NOT SUPPORT THE APPLICATION.**

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Residents**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

**For Businesses**

Business Name: My Indies  
Address: 202-70 Commercial St.  
Signature: \_\_\_\_\_

RECEIVED  
LA158  
2025-FEB-21  
Current Planning



**NEW LIQUOR PRIMARY LICENCE APPLICATION  
UNIT 201-70 COMMERCIAL STREET  
PARIS NAILS & SPA**

**PUBLIC NOTICE AND COMMENT SHEET**

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- I SUPPORT THE APPLICATION.**
- I DO NOT SUPPORT THE APPLICATION.**

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Residents**

**For Businesses**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

Business Name: Scotiabank  
Address: 105 Commercial Street  
Signature: 

RECEIVED  
LA158  
2025-MAR-03  
Current Planning





**NEW LIQUOR PRIMARY LICENCE APPLICATION  
UNIT 201-70 COMMERCIAL STREET  
PARIS NAILS & SPA**

**PUBLIC NOTICE AND COMMENT SHEET**

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Service and Resource Centre  
411 Dunsmuir Street, Nanaimo BC V9R 0E4  
Email: [planning@nanaimo.ca](mailto:planning@nanaimo.ca)**

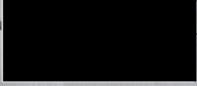
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- I SUPPORT THE APPLICATION.**
- I DO NOT SUPPORT THE APPLICATION.**

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>For Residents</b>	<b>For Businesses</b>
Name: _____	Business Name: <u>Harbour Bay Reporters</u>
Address: _____	Address: <u>203 - 15 Commercial St.</u>
Signature: _____	Signature: 

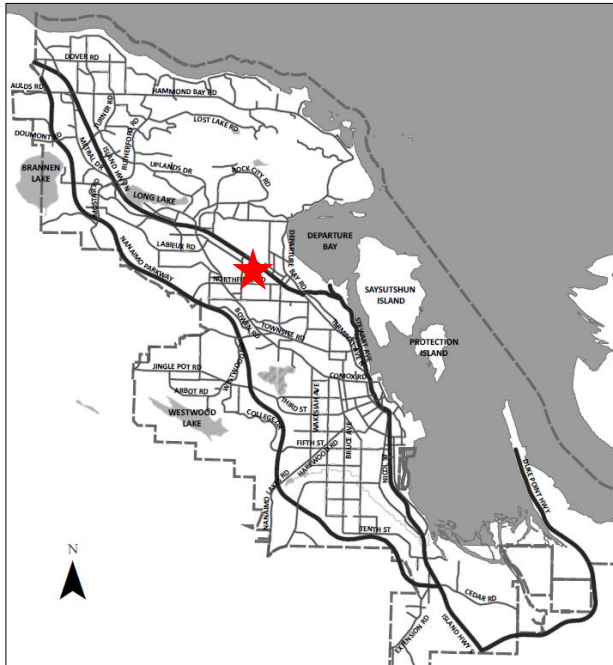
LA000158 - 201-70 Commercial Street

**RECEIVED**  
**LA158**  
**2025-MAR-14**  
Current Planning

DATE OF MEETING | April 7, 2025 |

AUTHORED BY | KRISTINE MAYES, PLANNER, CURRENT PLANNING |

**SUBJECT** | **DEVELOPMENT PERMIT APPLICATION NO. DP1365 – 1810  
FREMONT ROAD**



**Proposal:**

Addition to an existing light industrial building

**Zoning:**

I2 – Light Industrial

**City Plan Land Use Designation:**

Light Industrial

**Development Permit Areas:**

DPA8 – Form & Character

**Lot Area:**

772m<sup>2</sup>



## **OVERVIEW**

### **Purpose of Report**

To present for Council's consideration a development permit application for an addition to an existing light industrial building at 1810 Fremont Road.

### **Recommendation**

That Council issue Development Permit No. DP1365 for an addition to an existing light industrial building at 1810 Fremont Road with variances as outlined in the "Proposed Variances" section of the Staff Report dated 2025-APR-07.

## **BACKGROUND**

A development permit application, DP1365, was received from R.W. (Bob) Wall Ltd. on behalf of 0807593 BC Ltd., to amend DP620 approved on 2009-OCT-07, to permit an addition to an existing light industrial building at 1810 Fremont Road. While consistent with the original form and character of DP620, the scale of the proposed addition and variances triggers the requirement for a development permit.

### **Subject Property and Site Context**

The subject property is a small industrial lot located on the north side of Fremont Road, east of McGarrigle Road in the Northfield industrial area. The property is relatively flat and currently contains a building with an existing service industry use.

Established light industrial developments predominantly characterize the surrounding area.

## **DISCUSSION**

### **Proposed Development**

The applicant is proposing a 201m<sup>2</sup> addition to an existing light industrial building and related site and landscaping improvements. The total Gross Floor Area of the building will be 401m<sup>2</sup>. The height of the building is 9m (below the maximum permitted building height of 12m in the I2 zone).

#### *Site Design*

The existing building is located in the middle of the lot with the proposed addition to be located at the rear of the site (north). The addition will be oriented to face an internal drive aisle. Vehicle access to the site will be from an existing access off Fremont Road, with onsite parking comprising of four surface parking spaces. A loading space is located at the rear of the property and is screened from view from the street. Long-term bicycle parking is provided in the warehouse area of the proposed addition. A secured storage area and refuse enclosure are located at the rear of the site.

### *Building Design*

The proposed addition will match the form and character of the existing building, which is contemporary in design and two-storeys in height. The exterior finishes of the addition are comprised of a mix of metal siding; painted masonry block; exposed concrete; timber canopies and trellises for visual interest; aluminum windows and overhead loading doors; and dark-sky compliant building lighting around the perimeter of the addition to match the existing building.

### *Landscape Design*

The proposed development includes reinstatement of the landscaping at the site entrance and parking area as well as the refuse enclosure from the previously issued development permit (DP620).

The proposed addition meets the intent of the General Development Permit Area Design Guidelines by maintaining the existing character through building form and detailing.

### **Design Advisory Panel**

The proposed development was not considered by the Design Advisory Panel (DAP) as the form and character of the proposed addition was determined to be substantially consistent with the previously issued development permit (DP620).

### **Proposed Variances**

#### *Siting of Buildings*

The minimum rear yard setback for buildings in the I2 zone is 4.5m. The proposed rear yard setback is 0.3m, a requested variance of 4.2m. Staff support the proposed rear yard setback reduction as the proposed siting of the addition is compatible with the setbacks of existing buildings on adjacent lots, and the exterior finishes will be non-combustible (concrete and metal). Additionally, the proposed siting allows the desired width for the pedestrian entrance into the warehouse bay and second floor offices while still accommodating the required onsite functions of the use.

#### *Loading Spaces*

The minimum number of loading spaces required for the proposed light industrial use is one. The applicant is proposing to reduce the length of the required loading space from 10m to 5.8m. Staff support the proposed variance as the lot is constrained in size and the existing development has been designed to accommodate smaller service vehicles. |

### **SUMMARY POINTS**

- Development Permit Application No. DP1365 is for an addition to an existing light industrial building at 1810 Fremont Road.
- Variances are requested for the rear yard setback and loading space dimensions. Staff support the proposed variances.

### **ATTACHMENTS**

ATTACHMENT A: Permit Terms and Conditions  
ATTACHMENT B: Subject Property Map  
ATTACHMENT C: Site, Parking and Landscape Plans  
ATTACHMENT D: Building Elevations and Details |

#### **Submitted by:**

Lainya Rowett  
Manager, Current Planning |

#### **Concurrence by:**

Lisa Brinkman  
Acting Director, Planning & Development |

# ATTACHMENT A

## PERMIT TERMS AND CONDITIONS

### PERMIT TERMS

The “City of Nanaimo Zoning Bylaw 2011 No. 4500” is varied as follows:

1. *Section 13.4.1 Siting of Buildings* – to reduce the minimum required rear yard setback for a building from 4.5m to 0.3m as shown on Attachment C.

The City of Nanaimo “Off-Street Parking Regulations Bylaw 2018 No. 7266” is varied as follows:

2. *Section 6.3(i) Dimensions and Design of Loading Spaces* – to reduce the minimum required length of an off-street loading space from 10.0m to 5.8m as shown on Attachment C.

### CONDITIONS OF PERMIT

1. The proposed development shall be located in accordance with the Site, Parking and Landscape Plans, prepared by O.C.A. Architecture Inc., dated 2024-OCT-25, as shown on Attachment C.
2. The proposed development shall be in substantial compliance with the Building Elevations and Details, prepared by O.C.A. Architecture Inc., dated 2024-OCT-25, as shown on Attachment D.



# ATTACHMENT C SITE, PARKING AND LANDSCAPE PLANS

**CONSULTANTS:**

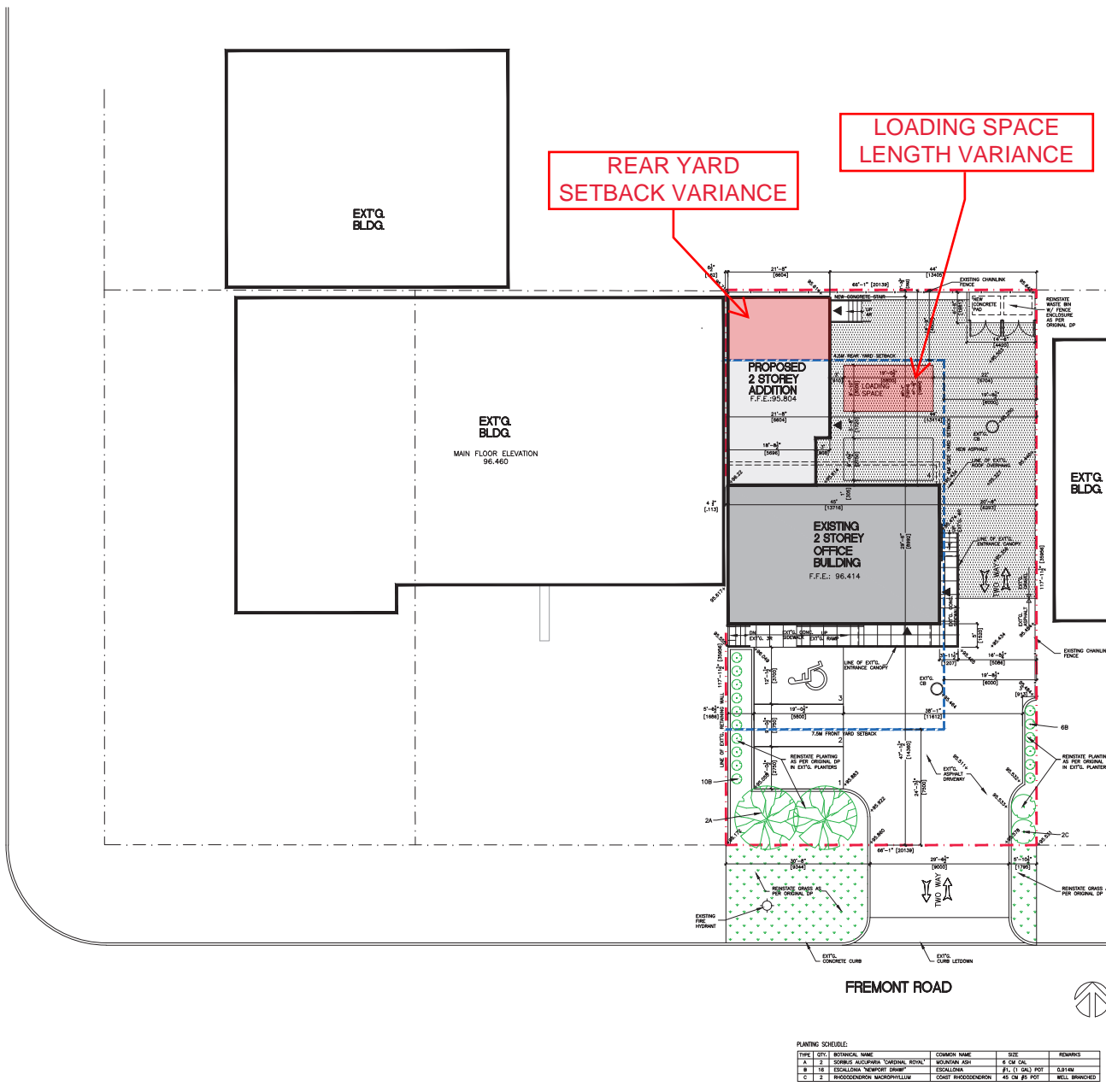
**ARCHITECT:**  
O.C.A. ARCHITECTURE INC.  
2724 W 1ST AVENUE  
VANCOUVER, B.C.  
V6K 1H3  
TEL: 604-408-8970

AD1.1 SITE PLAN  
AD2.1 GRD. + 2ND FLOOR PLANS  
AD2.2 ROOF PLAN + DETAILS  
AD3.1 ELEVATIONS  
AD4.1 BUILDING SECTIONS + MATERIALS

**CIVIL:**  
HEROLD ENGINEERING LTD.  
3701 SEXTON ROAD  
NANAIMO, B.C.  
V9T 2M1  
TEL: 250-751-8558

SK-1 SITE SERVING PLAN

McGARRIGLE ROAD



**SITE DATA:**

ZONING: I2 LIGHT INDUSTRIAL  
CIVIC ADDRESS: 1810 FREMONT ROAD, NANAIMO, BC  
LEGAL ADDRESS: LOT 2, SECTION 18, RANGE 8, MOUNTAIN DISTRICT, PLAN W/10088 (FOUR: 05704000, LOT#: F8240546, PID: 004-959-141 PROPERTY#: 103847)

SITE AREA: 7,287.2 sf (233.5 m<sup>2</sup>)  
BUILDING GROSS AREA:  
GROUND FLOOR: 1,327.5sf (123.33m<sup>2</sup>)  
SECOND FLOOR: 1,327.5sf (123.33m<sup>2</sup>)  
TOTAL: 2,655.0sf (246.66m<sup>2</sup>)  
ADDITION: 831sf (77.20m<sup>2</sup>)  
TOTAL GFA: 4,378sf (403.86m<sup>2</sup>)

CONTRACTORS TO CHECK AND VERIFY ALL DIMENSIONS AND LEVELS PRIOR TO COMMENCING ANY WORK. ALL DISCREPANCIES, ERRORS OR OMISSIONS TO BE REPORTED TO THE DESIGN ARCHITECT IMMEDIATELY. ALL DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS ARE THE COPYRIGHT PROPERTY OF THE ARCHITECT. REPRODUCTION OF THE DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS WITHOUT WRITING OF THE ARCHITECT IS PROHIBITED WITHOUT THE ARCHITECT'S WRITTEN CONSENT.

**COVERAGE:**

PERMITTED: 405' x 7,287.2' sf = 3,115.08 sf (289.4 m<sup>2</sup>)  
PROPOSED: 200.53m / 723.5m x 100% = 28%

**DENSITY:**

PERMITTED: 405' x 7,287.2' sf = 3,115.08 sf (289.4 m<sup>2</sup>)  
PROPOSED: 401.06m / 723.5m = .55

2	DRIVE AISLE REVISED TO 5.0M	02/21/24
1	LOADING SPACE WIDTH REVISED TO 3m	02/14/25

**PARKING:**

REQUIRED:  
1 PARKING SPACE PER 100 m<sup>2</sup> (1027.0) OF GROSS FLOOR AREA  
1 LOADING SPACE REQUIRED FOR GROSS FLOOR AREA LESS THAN 485 SM  
401.06 SM/100 SM = 4 PARKING SPACES REQUIRED  
1 LOADING SPACE REQUIRED

PROVIDED:  
4 PARKING SPACES  
1 LOADING SPACE (SAME SIZE AS TYP. PARKING SPACE)

**SETBACKS:**

FRONT YARD	FREMONT RD.	REAR YARD	WEST SIDE YARD	EAST SIDE YARD	REVD.	PROVIDED	VARIANCE
7.5m	4.5m	0.392m	0.0m	0.113m	NONE	4.108m	0.392m
6.0m	6.0m	6.23m	NONE	NONE	NONE	6.23m	NONE

**BICYCLE PARKING:**

SHORT TERM: N/A  
LONG TERM: 0.1/100sm  
INDUSTRIAL: 401.06m/100sm x 1 = 0.34 = 0 REVD.

**BUILDING HEIGHT:**

AVERAGE GRADE: 95.710 + 95.614 + 95.485 + 95.555 = 382.344 / 4 = 95.586m  
PERMITTED: 12.5m  
PROVIDED: 8.45m

**BUILDING CLASSIFICATION:**

PART 9, LESS THAN 3 STOREYS & NOT EXCEEDING BLDG. AREA OF 400 SM  
GROUP D, BUSINESS AND PERSONAL OCCUPANCIES, SPRINKLERED.

F.R.A.L:

FLOOR:	45min
LOAD BEARING WALLS, COLS, ETC.:	45min
MEZANINES:	N/A
ROOF:	45min

**LEGEND:**

- DENOTES SCOPE OF WORK
- DENOTES PROPERTY LINE
- DENOTES SETBACK LINE
- CONCRETE CURB
- PROPOSED GRASS
- EXISTING HYDRO POLE
- LIGHT STANDARD
- ENTRY/EXIT
- EXISTING FIRE HYDRANT
- EXISTING ASPHALT PAVING
- EXISTING CONCRETE
- LANDSCAPED AREA
- NEW GRAVEL

**PLANTING SCHEDULE:**

TYPE	SYM	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
A	1	SCORPUS ALCUTIPERA 'CARDINAL ROYAL'	WINDSOR ASH	6 CM CAL	
B	10	ESCALONIA 'NORFOLK DRUM'	ESCALONIA	21-31 CM CAL POT	CLIP TOP
C	2	PRODRACONOTUS MICRODORILLUM	COAST PRODRACONOTUS	45 CM DIA POT	BELL BRANCHED

1	DP	10/28/24
---	----	----------

Project:  
**DEN MAR ELECTRIC LTD. ADDITION**  
1810 FREMONT ROAD, NANAIMO BC

Drawing Title:  
**SITE PLAN, SITE DATA + DETAILS**



Scale: 1/2"=1'-0"

Drawn By: \_\_\_\_\_

Checked By: \_\_\_\_\_

Project Number: 2408

Date: JULY 2024

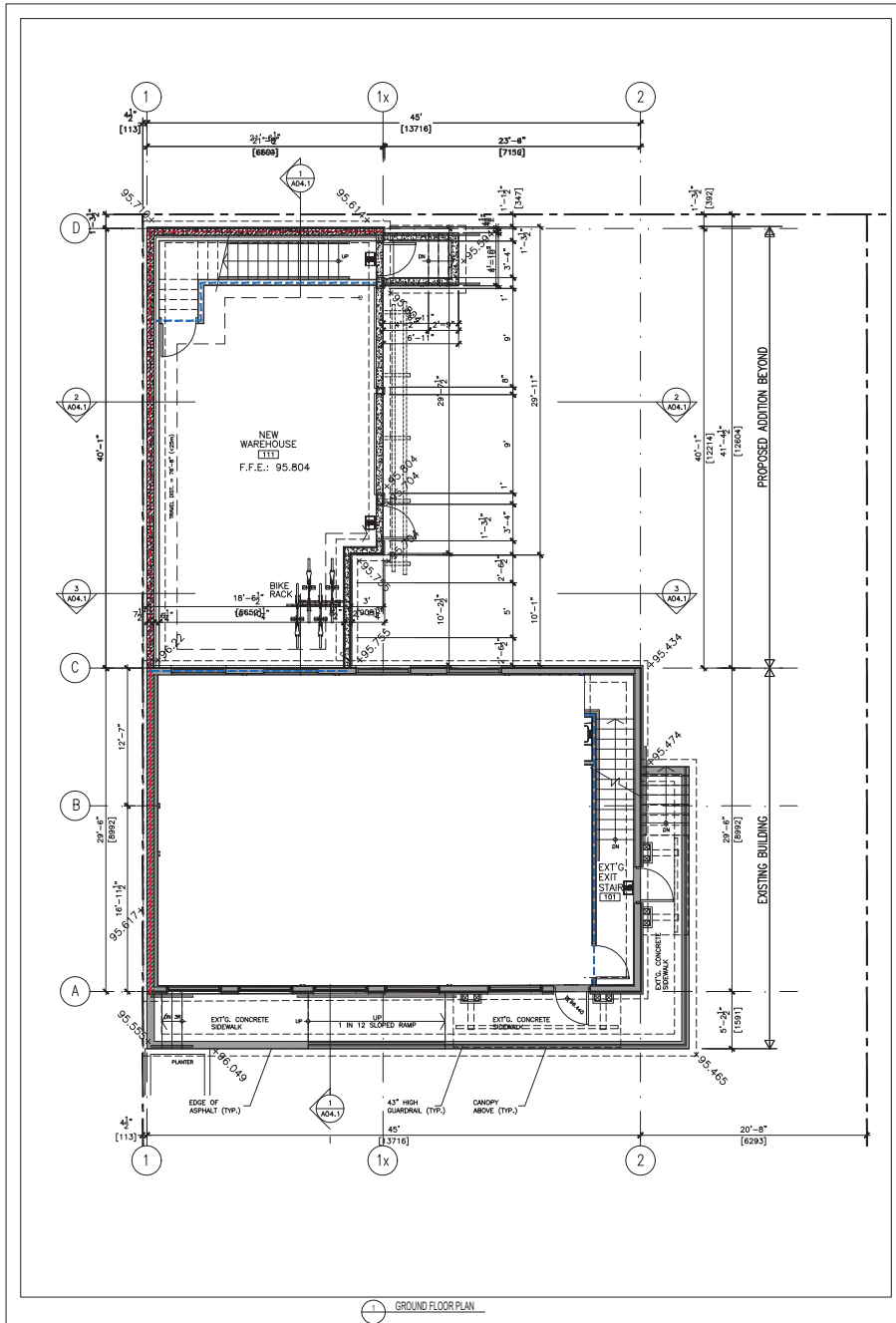
Drawing Number: \_\_\_\_\_

**A01.1**

1 SITE PLAN

2 SITE DATA





1 GROUND FLOOR PLAN



O.C.A. ARCHITECTURE INC.  
 2724 W. 1st AVENUE, VANCOUVER BC V6K 1H3  
 Tel.: 604-408-8970 Email: info@oca-arch.com

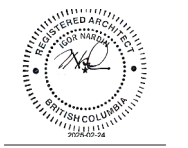
CONTRACTORS TO CHECK AND VERIFY ALL DIMENSIONS AND LEVELS PRIOR TO COMMENCING ANY WORK. ALL DISCREPANCIES, OMISSIONS OR OMBEINGS TO BE REPORTED TO THE ARCHITECT IMMEDIATELY. ALL DRAWING, SPECIFICATIONS AND RELATED DOCUMENTS ARE THE COPYRIGHT PROPERTY OF THE ARCHITECT. REPRODUCTION OF THE DRAWING, SPECIFICATIONS AND RELATED DOCUMENTS WHOLE OR IN PART IS PROHIBITED WITHOUT THE ARCHITECT'S WRITTEN CONSENT.

1	BIKE RACK ADDED	2/14/25
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1	RF	10/25/24
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Project:  
**DEN MAR ELECTRIC LTD. ADDITION**  
 1810 FREMONT ROAD, NANAIMO BC

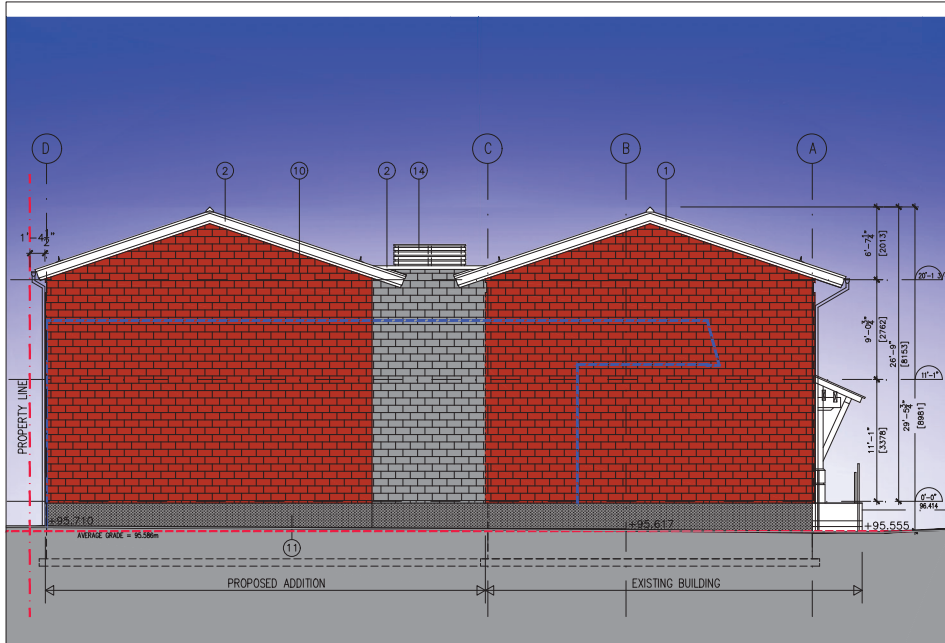
Drawing Title:  
**GRD.+ 2ND FLOOR PLANS**



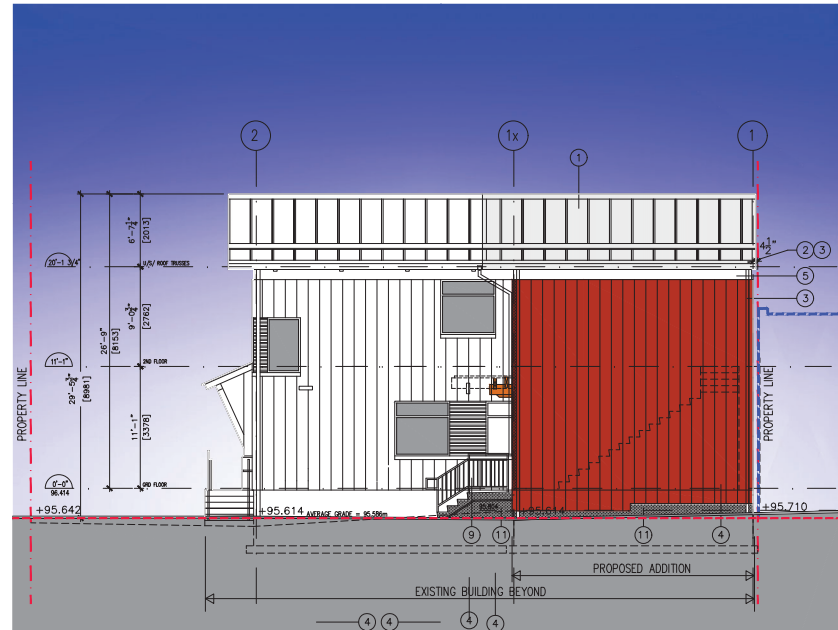
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 Drawn By:  
 Checked By:  
 Project Number: 2408  
 Date: JULY 2024  
 Drawing Number:

**A02.1**

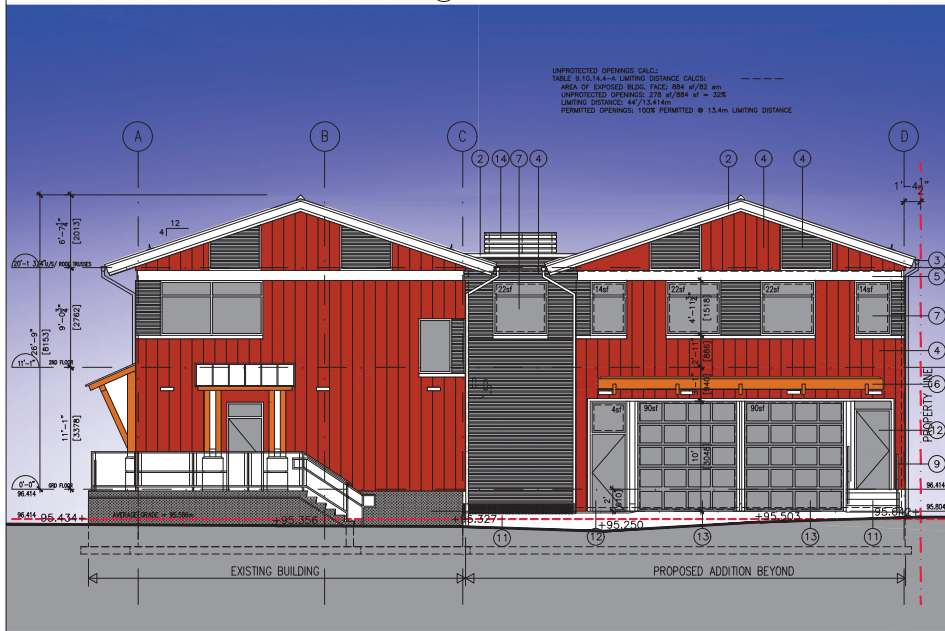
# ATTACHMENT D BUILDING ELEVATIONS AND DETAILS



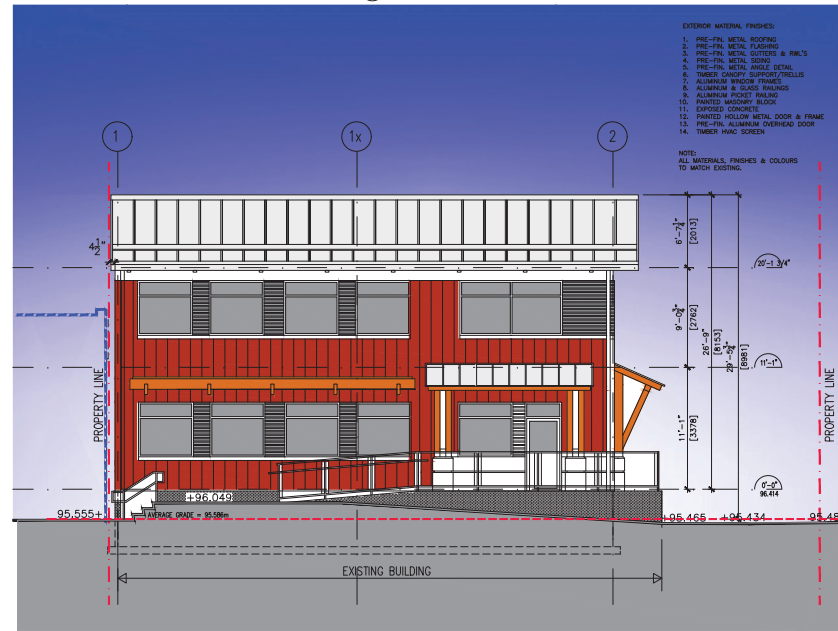
1 WEST ELEVATION



3 NORTH ELEVATION



2 EAST ELEVATION



1 SOUTH ELEVATION

UNPROTECTED OPENINGS CALC.  
TABLE 9.10.1.4-4-1 LIMITING DISTANCE CALC.  
AREA OF EXPOSED BLDG. FACE: 894 sf/82 mm  
UNPROTECTED OPENINGS: 278 sf/884 sf = 32%

- EXTERIOR MATERIAL FINISHES:
1. PRE-FIN. METAL ROOFING
  2. PRE-FIN. METAL FLASHING
  3. PRE-FIN. METAL GUTTERS & RAIL'S
  4. PRE-FIN. METAL SIDING
  5. PRE-FIN. METAL ANGLE DETAIL
  6. TIMBER CANOPY SUPPORT POSTS
  7. ALUMINUM WINDOW FRAMES
  8. ALUMINUM & GLASS BALANCE
  9. ALUMINUM PICKET FILING
  10. PAINTED MASONRY BLOCK
  11. SPOURED CONCRETE
  12. PAINTED HOLLOW METAL DOOR & FRAME
  13. PRE-FIN. ALUMINUM OVERHEAD DOOR
  14. TIMBER HANG SCREEN

NOTE: ALL MATERIALS, FINISHES & COLOURS TO MATCH EXISTING.



O.C.A. ARCHITECTURE INC.  
2724 W. 1st AVENUE, VANCOUVER BC V6K 1H3  
Tel.: 604-408-8970 Email: info@oca-arch.com

CONTRACTORS TO CHECK AND VERIFY ALL DIMENSIONS AND LEVELS PRIOR TO COMMENCING ANY WORK. ALL DISCREPANCIES, OMISSIONS OR OMBEHALF TO BE REPORTED TO THE ARCHITECT IMMEDIATELY. ALL DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS SHALL BE THE PROPERTY OF THE ARCHITECT. REPRODUCTION OF ANY PART IS PROHIBITED WITHOUT THE ARCHITECT'S WRITTEN CONSENT.

1	
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1	0P	10/24/24
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Project:  
**DEN MAR ELECTRIC LTD. ADDITION**  
1810 FREMONT ROAD, NANAIMO BC

Drawing Title:  
**ELEVATIONS**



Scale: 1/8"=1'-0"  
Drawn By:  
Checked By:  
Project Number: 2408  
Date: JULY 2024  
Drawing Number:

**A03.1**

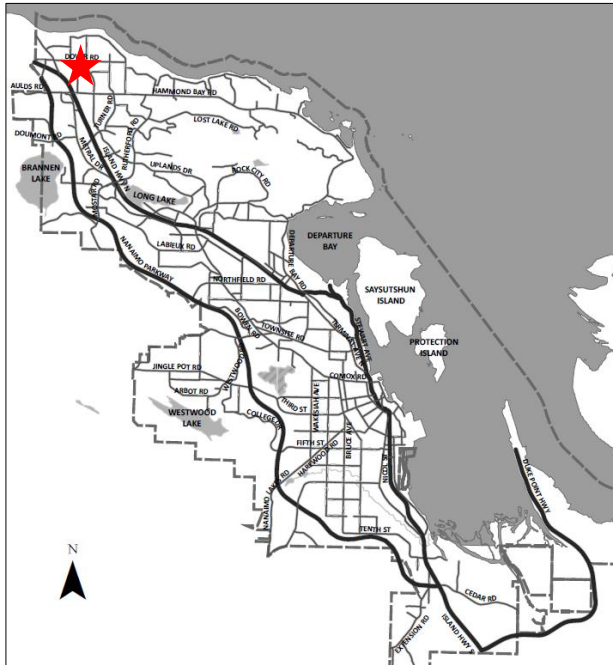
(Facing Fremont Road)

**RECEIVED**  
**DP1365**  
**2025-FEB-24**  
Current Planning

DATE OF MEETING | April 7, 2025

AUTHORED BY | CALEB HORN, PLANNER, CURRENT PLANNING

SUBJECT | **COVENANT AMENDMENT APPLICATION NO. CA19 – 6340  
McROBB AVENUE**



**Proposal:**

To amend covenants on the property title to facilitate the development of a multi-family residential project



**Zoning:**

R9 – High Density Residential

**City Plan Land Use Designation:**

Woodgrove Secondary Urban Centre

**Development Permit Areas:**

DPA8 – Form and Character

**Lot Area:**

1.28ha – Total Lot Area

1.04ha – Buildings 2 and 3 Area



## **OVERVIEW**

### **Purpose of Report**

To seek Council’s direction on an application to amend previously approved Section 219 covenants at 6340 McRobb Avenue, in order to facilitate the development of a proposed multi-family residential project.

### **Recommendation**

That Council direct Staff to proceed with a Public Hearing for the proposed Covenant Amendment for 6340 McRobb Avenue.

## **BACKGROUND**

A Covenant Amendment application, CA19, was received from Townsite Planning Inc., on behalf of 6340 McRobb Holdings Ltd., to amend previously approved Section 219 covenants for the property located at 6340 McRobb Avenue. The amendments would facilitate the proposed development of Buildings 2 and 3 for a multi-family residential project. Building 1, branded as “The Mint”, is a 6-storey building currently under construction on the easterly portion of the lot and will consist of 66 residential dwelling units.

The subject property is zoned for high-density residential use and allows a maximum 20-storey building height. Section 219 covenants that dictate development conditions were registered on the property title in 2005 and 2009 through rezoning. Subsequent modification covenants were registered in 2020 to allow Building 1 to proceed as a 6-storey building.

At its special meeting of 2023-NOV-16, Council directed Staff to discharge and replace the existing Section 219 covenants as proposed through Covenant Amendment application CA17 (see Attachment D). Those amendments were to facilitate a change in the proposed building form for the remaining phases from 20 storeys to 6 storeys. Since that time, the applicant has proposed changes to Buildings 2 and 3 in order to accommodate a purpose-built rental component (CA19).

A Development Permit application for Buildings 2 and 3, DP1260, is being reviewed concurrently and will be considered for approval if the Covenant Amendment is approved.

### **Subject Property and Site Context**

The subject property is located in north Nanaimo in the Woodgrove Secondary Urban Centre. The property is generally flat and has previously been cleared of most vegetation except for some stands of trees. Sentinal Drive, a privately maintained road with public access, borders the northeast portion of the property and connects to McRobb Avenue. Another portion of Sentinal Drive bisects the lot to connect with Calinda Street and separates the undeveloped portion of the site from Building 1.

The surrounding neighbourhood is a mix of medium-density residential, institutional, and commercial uses. Adjacent properties include a 16-unit townhouse development to the north in addition to other multi-family apartment buildings across Sentinal Drive. Residential building heights on neighbouring properties range from two to six storeys. Nearby amenities in walking

distance (within 500m) include retail and restaurant services (e.g. Woodgrove Shopping Centre), McGirr Sports Fields, Dover Bay Secondary School, and the Vancouver Island Regional Library.

## **DISCUSSION**

### **Proposed Development**

The proposed site and building design for Buildings 2 & 3 will be considered through the associated Development Permit (DP1260). The design is generally the same as presented through CA17 in 2023, with some minor form and character changes on the north elevation of Building 3 including an increased setback and reduced window openings to address concerns of overlook raised during the CA17 process.

Along with the minor form and character change, the owner is proposing to increase the combined number of dwelling units for Buildings 2 and 3 from 266 to 296 if Building 2 is constructed as purpose-built rental. This flexibility will allow a change in unit composition, with fewer three-bedroom units and more one- and two-bedroom.

### **Proposed Covenant Amendment**

In order to facilitate the proposed development, the applicant is proposing revisions to the covenant terms approved through CA17. A comparison of the original covenant terms, the approved CA17 terms, and the current proposal (CA19) is summarized in the below table, with the proposed CA19 items underlined:

<b>Covenant Term</b>	<b>Original Covenants (2005, 2009, 2020)</b>	<b>Approved CA17 (2023) Covenant</b>	<b>Proposed CA19 Covenant</b>
<i>Maximum Building Height</i>	66.0m and 20 storeys	20.5m and 6 storeys	20.5m and 6 storeys
<i>Maximum Number of Dwelling Units (Combined Buildings 2 &amp; 3)</i>	308 units	266 units	266 units, or <u>296 units if Building 2 is 100% purpose-built rental</u>
<i>Minimum Setback from North Property Line</i>	17.0m	7.5m; 10.0m for uppermost floor	<u>8.4m</u> ; 10.0m for uppermost floor
<i>Parking</i>	Minimum 95% underground	Minimum 95% underground	Minimum 95% underground
<i>Maximum Building Footprint</i>	809m <sup>2</sup> – West Tower 838m <sup>2</sup> – East Tower	n/a	n/a
<i>Minimum Separation Between Buildings</i>	23.0m	n/a	n/a

The proposed general terms of the covenant are included as Attachment B. While the total number of units proposed (296) has increased since 2023 (266), the proposed number of units in

Buildings 2 and 3 will still be less than what is permitted by the original covenant (308). The applicant intends to develop Building 2 as a purpose-built rental building, but would like to keep flexibility for market ownership units in the event that unforeseen circumstances impact financing for purpose-built rental. The proposed terms include a restriction on the number of units (266) as approved through CA17 if rental tenure is not provided. Additionally, the proposed covenant terms will secure shared access for residents to the outdoor common amenity spaces located between Buildings 2 and 3 (e.g. walkways, seating area, play areas) regardless of tenure.

The covenant terms will maintain the requirement for the Community Amenity Contribution of \$175,000 to be paid at the time of the first Building Permit, as previously approved through rezoning.

## Policy Context

### *City Plan*

City Plan identifies the subject property within the Woodgrove Secondary Urban Centre future land use designation where residential uses are supported in apartment building forms with typical building heights between two and 12 storeys. Staff support the proposed Covenant Amendment which is consistent with City Plan objectives to allow for greater flexibility in housing types and tenure. |

## OPTIONS

Council's *Covenant Amendment Process Policy* outlines the process for considering an amendment to a covenant previously secured through rezoning. Where the proposed Covenant Amendment pertains to land use, density, or community contributions, Council may choose to direct the application to a Public Hearing. A Public Hearing for a Covenant Amendment is not a statutory requirement and is not impacted by provincial legislation for Public Hearings in the *Local Government Act*. Given that CA19 pertains to density and includes revisions to CA17 which was previously considered at a Public Hearing, Staff recommend directing CA19 to a Public Hearing.

Per the City's Policy, should Council not direct the application to a Public Hearing, the Covenant Amendment can be considered for approval at an upcoming regular Council meeting in a manner consistent with notification requirements for Development Variance Permits. The two options available to Council are outlined as follows.

1. That Council direct Staff to proceed with notification to consider the proposed Covenant Amendment at an upcoming Public Hearing.
  - *The advantages of this option:* Neighbours will be given the opportunity to be heard at a Public Hearing which is consistent with the previous Covenant Amendment application (CA17).
  - *The disadvantages of this option:* The application will need to wait until the next available Public Hearing which is scheduled in May.

2. That Council direct Staff to proceed with notification to consider the proposed Covenant Amendment at an upcoming regular Council meeting.
  - *The advantages of this option:* The application may be considered earlier based on Council’s meeting schedule than by proceeding with Public Hearing.
  - *The disadvantages of this option:* The format for neighbours to be heard would not be consistent with the previous Covenant Amendment application (CA17). |

### **SUMMARY POINTS**

- Covenant Amendment Application No. CA19 proposes to amend previously approved Section 219 covenants at 6340 McRobb Avenue to facilitate the development of Buildings 2 and 3 of a multi-family residential project.
- At its special meeting of 2023-NOV-16, Council directed Staff to discharge and replace the existing Section 219 covenants in accordance with Covenant Amendment application CA17.
- Since that time, the applicant has proposed changes to Buildings 2 and 3 in order to accommodate a purpose-built rental component (CA19).
- Staff support the proposed Covenant Amendment which is consistent with City Plan objectives to allow for greater flexibility in housing types and tenure. |

### **ATTACHMENTS**

ATTACHMENT A: Subject Property Map  
ATTACHMENT B: Proposed General Covenant Terms  
ATTACHMENT C: Proposed Site Plan  
ATTACHMENT D: Link to Report to Council 2023-OCT-16 – Covenant Amendment Application CA17 |

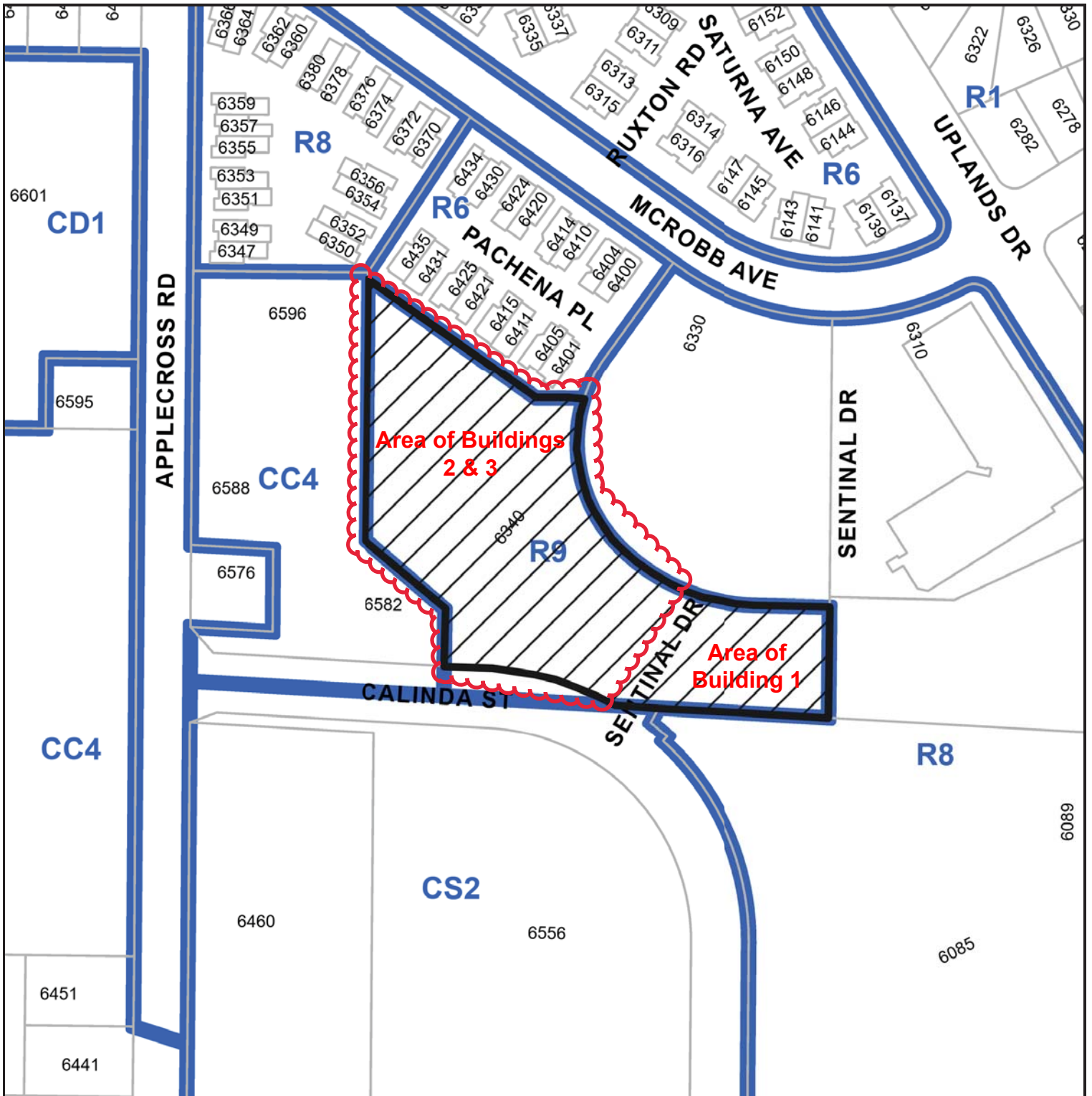
#### **Submitted by:**

Lainya Rowett  
Manager, Current Planning

#### **Concurrence by:**

Claire Negrin  
Acting Director, Planning & Development

# ATTACHMENT A SUBJECT PROPERTY MAP



6340 MCROBB AVENUE



## ATTACHMENT B PROPOSED GENERAL COVENANT TERMS

### 6340 McRobb Avenue – General Covenant Terms – CA17 and CA19

<i>Development Details</i>	
1.1	Limit Building 1 on the easterly portion of the lot to: <ul style="list-style-type: none"> <li>• A maximum of six storeys; and</li> <li>• A maximum of 66 residential dwelling units.</li> </ul>
1.2	Limit Buildings 2 and 3 on the westerly portion of the lot to: <ul style="list-style-type: none"> <li>• A maximum of six storeys and 20.5m; and</li> <li>• A combined maximum of 266 residential dwelling units.  <u>Should Building 2 be secured as a purpose-built rental building, then the maximum combined number of dwelling units of Buildings 2 and 3 must not exceed 296.</u></li> </ul>
1.3	<u>Require a minimum setback of 8.4m from the north property line for any portion of building above finished grade, except the uppermost floor which will require a minimum setback of 10.0m from the north property line.</u>
1.4	Require a minimum of 95% of all vehicle parking provided to be underground with vehicle access only from Calinda Street.
<i>Outdoor Space</i>	
2.1	<u>Outdoor common amenity spaces located within the central area between Buildings 2 and 3 will be shared between and available to residents in both buildings.</u>
<i>Amenity Contributions</i>	
3.1	A monetary contribution of \$175,000 will be paid towards the City's Housing Legacy Reserve Fund prior to building permit issuance for Building 2 or 3, whichever occurs first.

Items underlined are revisions proposed through CA19

# ATTACHMENT C PROPOSED SITE PLAN



THIS DRAWING, AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF SALEHI ARCHITECT INC. AND MAY NOT BE REPRODUCED WITHOUT HIS PERMISSION. ALL INFORMATION SHOWN ON THE DRAWING IS FOR THE USE OF THIS SPECIFIC PROJECT ONLY AND WILL NOT BE USED OTHERWISE WITHOUT WRITTEN PERMISSION FROM THIS OFFICE.

CONTRACTORS WILL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS ON THE JOB. THIS OFFICE WILL BE INFORMED OF ANY DISCREPANCIES AND VARIATIONS SHOWN ON DRAWING. THESE DESIGN DOCUMENTS ARE PREPARED SOLELY FOR THE USE BY THE PARTY WITH WHOM THE DESIGN PROFESSIONAL HAS ENTERED INTO A CONTRACT AND THERE ARE NO REPRESENTATIONS OF ANY KIND MADE BY THE DESIGN PROFESSIONAL TO ANY PARTY WITH WHOM THE DESIGN PROFESSIONAL HAS NOT ENTERED INTO A CONTRACT.

NO	DESCRIPTION	DATE
1	FOR OWNER REVIEW	03-10-2024
2	ISSUED FOR MEETING WITH OWNER	04-01-2024
3	ISSUED FOR COORDINATION	10-11-2023
4	ISSUED FOR CIVIL CONSULTANT	10-18-2023
5	ISSUED FOR DP	10-27-2023
6	ISSUED FOR A.D.P.	09-03-2023
7	ISSUED FOR A.D.P. PRESENTATION	09-01-2023
8	REISSUED FOR D.P.	09-09-2024
9	REISSUED FOR D.P.	01-17-2026
10	COMBINED SITE PLAN FOR PHASES 2 & 3	02-21-2026

**RECEIVED**  
**CA19**  
**2025-FEB-21**  
Current Planning



**SALEHI ARCHITECT INC.**

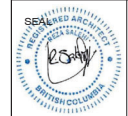
205-930 HARBOURSIDE DR.  
NORTH VANCOUVER  
V7P 2G7  
TEL : 778-996 7833  
EMAIL : HSALEHI@SALEHARCHITECT.CA

**CLIENT :**  
Mr. Ahmet Nishori  
Mint Residential Ltd.

**PROJECT NO.** 03 - 18

**PROJECT :**  
6340 Mc Robb Ave.

**DRAWING TITLE :**  
SITE PLAN  
PHASES 2 & 3



**A-01**

**DATE :** 02-28-2024 **DRAWN :** M.K.  
**SCALE :** 1/32"=1'-0" **CHECKED :** R.S.

## ATTACHMENT D

### 2023-OCT-16 CA17 STAFF REPORT TO COUNCIL

Link to 2023-OCT-16 CA17 Staff Report to Council:

<https://pub-nanaimo.escribemeetings.com/Meeting.aspx?Id=bedd482a-4143-4b9f-9ee6-e0111347b7fa&Agenda=Merged&lang=English&Item=25&Tab=attachments>

CITY OF NANAIMO

BYLAW NO. 7394

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

---

WHEREAS Section 483 of the *Local Government Act* provides that Council may enter into a Housing Agreement, which may include terms and conditions agreed to regarding the occupancy of the housing units identified in the Agreement;

AND WHEREAS the Council wishes to enter into such an Agreement with respect to certain housing units located in the City of Nanaimo;

THEREFORE BE IT RESOLVED, the Council of the City of Nanaimo in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as the City of Nanaimo "Housing Agreement Bylaw 2025 No. 7394".
2. The Council of the City of Nanaimo hereby authorizes the Mayor and Corporate Officer to enter into an Agreement, on behalf of the City of Nanaimo, in substantially the form attached hereto as Schedule 'A', which sets out the terms and conditions of the occupancy of the housing units identified in the Agreement. The land identified in the Agreement is legally described as PID: 029-960-690, LOT 2 SECTION 2 RANGE 19 NANAIMO DISTRICT PLAN EPP61859.
3. Upon execution of the Agreement by the Mayor and Corporate Officer and application of the seal of the City of Nanaimo, this Agreement shall be validly entered into as authorized by this Bylaw.

PASSED FIRST READING: 2025-MAR-17  
PASSED SECOND READING: 2025-MAR-17  
PASSED THIRD READING: 2025-MAR-17  
ADOPTED: \_\_\_\_\_

---

MAYOR

---

CORPORATE OFFICER

## Schedule A

### TERMS OF INSTRUMENT - PART 2

#### HOUSING AGREEMENT AND SECTION 219 COVENANT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

BETWEEN:

**CITY OF NANAIMO**  
455 Wallace Street  
Nanaimo, BC V9R 5J6

(the "City")

OF THE FIRST PART

AND:

**1111127 BC LTD., INC.** NO. BC1111127  
1-100 WALLACE ST  
NANAIMO, BC V9R 5B1

(the "Owner")

OF THE SECOND PART

#### WHEREAS:

- A. Under section 483 of the *Local Government Act*, the City may, by bylaw, enter into a housing agreement regarding the occupancy of housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*;
- B. The Owner is the registered owner of fee-simple of the lands legally described as:  
  
PID: 029-960-690  
Legal Description: LOT 2 SECTION 2 RANGE 19 NANAIMO DISTRICT PLAN  
EPP61859  
  
(the "Land")
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of a municipality in respect of the use of land or construction on land;
- D. The Owner intends to operate a Residential Shelter, as defined in the Zoning Bylaw, on the Land by entering into a Housing Agreement with the City pursuant to Section 6.21 of the Zoning Bylaw; and

- E. The City and Owner wish to enter into this Agreement to establish terms and conditions regarding the occupancy of the Residential Shelter as identified in the Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of one dollar (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* as follows:

1. Definitions

In this Agreement:

- (a) "Residential Shelter" means a single-family dwelling located on the Land used for the purpose of temporary residents providing the following services:

- (i) emergency and support services for persons leaving physically, psychologically or sexually abusive relationships; or
- (ii) shelter and support services for persons during the immediate post-acute phase of recovery from drug and alcohol dependency or addiction,

but does not include the use of land for halfway house use in conjunction with the administration of justice for the purpose of shelter and support of persons serving or on parole from any part of a sentence (including unconditional sentence) imposed by a court.

- (b) "Zoning Bylaw" means the City of Nanaimo Zoning Bylaw 2011 No. 4500, as amended from time to time, and any enactment that may replace it.

2. Maximum Occupancy

The Owner covenants and agrees that the Land shall be used for the provision of housing for no more than ten (10) unrelated persons.

3. Administration, Management and Nuisance

The Owner shall ensure that the Residential Shelter is managed according to the following rules:

- (a) the Land must remain clear of debris and refuse which would result in an unsightly premises;
- (b) all landscaping, including yards, on the Land must be maintained;
- (c) the Owner will not carry on, or do, or allow to be carried on or done on the Land anything that may be or become a nuisance to the City or the public;
- (d) the Owner, if non-resident in the Residential Shelter, will delegate authority to an Operator (the "Operator"). The Operator will be empowered to promptly respond to and address issues that may arise from the operation of the Residential Shelter. The Operator will be responsible to bring to the attention of the Owner any issues that arise in a timely manner. Ultimately the

responsibility, management, and any delegation of authority related to the management and operation of the Residential Shelter will reside with the Owner;

- (e) the Owner will undertake to operate or cause to be operated the Residential Shelter as a good neighbour ensuring that the operation of the Residential Shelter does not detract from the surrounding residents' right to peaceful enjoyment of their homes. The Owner or the Operator will regularly seek and give due consideration to feedback received from the surrounding residents as to the operation and impact of the Residential Shelter. Should it be deemed necessary by the City, in its sole discretion, the Owner will enter into a Good Neighbour Agreement, developed and monitored jointly by the Owner, the Operator, and the City; and
- (f) the Owner will comply or cause compliance with all laws that relate to this Agreement.

#### 4. Compliance

The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is in compliance with this Agreement.

#### 5. Term

Subject to early termination in accordance with this Agreement, the term of this Agreement will be for an initial term of one (1) year commencing on the date first written above on these Terms of Instrument and ending on the \_\_\_ day of \_\_\_\_\_ 202\_\_\_. This Agreement will automatically be renewed on the same terms herein for a period of one (1) year, upon the expiry of the previous term, unless the City has issued written notice of default, as set out in section 6, and in the City's sole opinion the Owner has not taken reasonable steps to correct the default set out in the written notice.

#### 6. Termination

The Owner and City acknowledge and agree that:

- a) notwithstanding any provision to the contrary in this Agreement, if the Owner is in default of its obligations in this Agreement then the City may, by written notice to the Owner, require such default to be corrected within thirty (30) days after receipt of such notice or in the case of a default which cannot reasonably be cured within the thirty (30) day period, if the Owner does not take reasonable steps to commence to correct the defect within the said thirty (30) day period and thereafter diligently and continuously proceed with such correction;
- b) if within the thirty (30) days after receipt of such notice the default has not been corrected or reasonable steps to correct the default have not been taken, the City, without limiting any other right it might have, may withdraw the rights it has granted herein and terminate this Agreement. The City will provide to the Owner ninety (90) days' written notice of its intent to terminate the Agreement. The City will not be liable in any way to the Owner for any cost, damage, liability or loss suffered as a result of the termination of this Agreement;
- c) the Owner may at any time, by written notice to the City, terminate this Agreement as of a date specified in such notice; and
- d) notwithstanding termination under this section, the City will be entitled to proceed with the

enforcement of any indemnity or other term or condition of this Agreement in satisfaction of any claim, loss, damage or expense of the City arising under this Agreement.

7. Indemnity

The Owner must indemnify, defend and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- b) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Land or Residential Shelter; or
- c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

8. Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- a) construction, maintenance, repair, ownership, lease, license, operation or management of the Land or Residential Shelter under this Agreement; or
- b) except to the extent arising from the negligence or wilful misconduct of the City or those for whom it is at law responsible, the exercise by the City of any of its rights under this Agreement.

9. City's Powers Unaffected

This Agreement does not:

- a) affect, fetter or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Land;
- b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- c) affect or limit any enactment relating to the use or subdivision of the Land; or
- d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.



10. Agreement for the Benefit of the City Only

The Owner and the City agree that:

- a) this Agreement is entered into only for the benefit of the City;
- b) this Agreement is not intended to protect the interests of the Owner, any future Owner, lessee, occupier, or user of the Land or the Residential Shelter.

11. No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

12. Time

Time is of the essence in this Agreement.

13. Binding Effect

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

14. No Waiver

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

15. No Relief

It is understood, covenanted and agreed by and between the parties hereto that no provision of these presents and no act or omission or finding of negligence, whether joint or several, as against the City, in favour of any third party, shall operate to relieve, or be deemed to relieve, the Owner in any manner whatsoever from any liability to the City with respect to this Agreement, or under the provisions of the *Community Charter*, the *Local Government Act*, or any bylaw of the City and amendments thereto.

16. Notice to be Registered in Land Title Office

Notice of this Agreement shall be registered in the *Land Title Act* by the City, at the cost of the Owner, in accordance with section 483 of the *Local Government Act*, and this Agreement shall be binding on all persons who acquire an interest in the Land after registration of this notice.

17. Terminology

Wherever singular, masculine or gender neutral terms are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic, as the context requires.

18. Entire Agreement

This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.

19. Law Applicable

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

20. Priority

At the Owner's expense, the Owner must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Land.

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

**CITY OF NANAIMO**, by its authorized signatories:

\_\_\_\_\_)  
\_\_\_\_\_)  
Mayor, \_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
Corporate Officer

**1111127 BC LTD.**, by its authorized signatories:

\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)



March 20, 2025

AVICC Member Legislative Services  
AVICC Member Councils, Boards, and CAOs

**RE: FEEDBACK REQUESTED: Reforming the Local Government Act - A Roadmap**

I am reaching out to formally request that this communication be included as a Board or Council Communication on your upcoming agenda.

Feedback is requested on the initiative to modernize the *Local Government Act (LGA)*. It has been identified that the input from member staff and elected officials is crucial, and we are asking that this opportunity be shared throughout your organization, and that time be allocated to allow for participation.

Don Lidstone K.C. has written a document, "[Regional District Legislation Roadmap](#)", as a framework to gather feedback from all five area associations on the challenges local governments are experiencing with the *LGA*. The *Roadmap* document has been transposed into a survey that is now available at the following link:

**[Reforming the Local Government Act: A Roadmap – SURVEY LINK](#)**

- The survey may be completed by individuals or as a group – we would like to hear from local government and First Nations elected officials and staff with comments about the legislation and recommendations, examples of how the current legislation impacts the work that you do, and potential solutions or additional recommendations.
- The *Roadmap* document has been divided into 9 survey pages in SurveyMonkey, consisting of an executive summary with recommendations, followed by examinations of Parts 5-12 of the *LGA*.
- Each of the 9 survey pages is followed by questions that you are invited to respond to as you wish. There is no requirement to answer all the questions – any degree of input is beneficial.
- Survey responses will be anonymously compiled to produce a report for UBCM and the Province that defines issues and specific preferences for modernizing the current legislation.
- There is an option in each section to input your contact information if you are willing to provide more information about your comments, or if you would like a response - this is not required.
- Your responses will be saved after each page, so that you can pause and return to the survey at your convenience – you must use the same device and web browser to access your saved survey.

- You may edit your responses, or add additional comments up until May 31, 2025 at 11:59pm – you must use the same device and web browser to access your previously submitted survey.

**Any survey responses received by March 28 will be included in content provided to the area associations' annual conventions. The final deadline to submit responses to any of the survey pages is 11:59 pm on Saturday, May 31.**

Thank you for considering our request. If you have any questions, please reach out to AVICC Executive Director, Theresa Dennison, at [info@avicc.ca](mailto:info@avicc.ca).

Sincerely,



Ben Geselbracht  
AVICC President  
Councillor, City of Nanaimo

cc: Theresa Dennison, Executive Director, AVICC; [info@avicc.ca](mailto:info@avicc.ca)

March 24<sup>th</sup>, 2025

Mayor Leonard Krog  
455 Wallace St,  
Nanaimo BC V9R 5J6

Dear Mayor Krog

### Re: Rebuilding Vancouver Island's Railway

Thank you for the opportunity in meeting with you on Friday last to discuss the status of the Island Corridor.

Island Rail Corp. (IRC) structured our company for the sole purpose of financing, owning and operating contemporary rail for the next 7-Generations. This was done with a goal to have all fourteen First Nations being extended an invitation to take up a fifty-one (51%) percent equity position in IRC, for which no investment was being requested. The objective – to **'Right a Wrong'** on rail placed on their lands without consent.

Since the inception of the Island Corridor Foundation (ICF) countless studies have been undertaken; more recently with all five Regional Governments conducting yet additional studies.

What's needed is Leadership from Island Mayors & Councils, working in collaboration with First Nation Communities on the essential need to have Vancouver Island's railway network rebuilt, and with private sector investment, expertise, and a desire to contribute to our Island, Provincial & National economies.

With the foregoing stated we seek your support in hosting a meeting of the Island Mayor's in coming together to provide Island Rail Corp. with an opportunity to present a Path Forward that will have the Island rail corridor rebuilt end-to-end. Capital investment expected to exceed two billion dollars, subject to there being no lengthy delays.

The outcome of such a meeting can be followed up with a meeting of all First Nation Chiefs and Mayors, on behalf of their respective communities, exploring the benefits of working with Island Rail Corp. to achieve the desired outcome.

There are three proposed Path Forward options. First, to work collaboratively with First Nation to assuming control of the ICF assets per section VI of its Letters Patent. The outcome being the transfer of its assets to Island Rail Corporation, a private company that would be fifty-one percent Indigenous owned. Second, to work with the ICF in a Partnership role wherein Island Rail Corp. will become the majority owner of the corridor lands and the Operating Partner. Third, Island Rail Corp. purchasing the ICF assets outright with the sole purpose of rebuilding and operating contemporary rail for the benefit of all the Peoples of Vancouver Island, BC, and Canada.

The future of Vancouver Island's railway corridor needs community Leadership by Mayors, Regional Chairs and First Nation Chiefs. Island Rail Corp. has provided three specific Path Forward solutions that can have passenger rail underway within six to nine months of a Green Light turned on. A complete rebuild of the railway corridor within thirty-six months of a Green Light for GO - complete with cargo movement and passenger rail for both Islanders and tourist alike.

We welcome the City of Nanaimo, Vancouver Islands HUB, taking the Leadership role needed to ensuring rail's success.

Respectfully Yours,  
Huy ch q'u

*Alex Stuart*

Alex Stuart, Managing Director

Cc. Mr. Dave Hayden, P. Eng, MBA – President  
Executive Team Members – Island Rail Corporation

Feb. 12<sup>th</sup>, 2025

ISLAND RAIL CORP.

EXECUTIVE SUMMARY

A PATH FORWARD IN SUPPORT OF FOURTEEN FIRST NATIONS

Since the inception of the Island Corridor Foundation (ICF) they stated:

*The Island Corridor Foundation (ICF) is a federally registered charity established for the purposes of owning and managing the former E&N Corridor on Vancouver Island. The foundation recognizes the importance of this corridor as a link that connects communities economically, socially, and spiritually, today, and for all time. In short, it connects the places we live, work, learn and play.*

*The foundation represents First Nations and Local Governments adjacent to the corridor. ICF has been working diligently to secure a stable and prosperous future for the Island Corridor for the benefit of all Vancouver Island Residents”*

Dr. Judith Sayers and Jack Peake need to be acknowledged for their leadership and vision for having founded the Island Corridor Foundation. Now is the time to transition the ICF from a non-profit to for profit corporation via Island Rail Corp., while meeting the needs of the Indigenous Communities on whose land rail was placed without consent.

Island Rail Corp. is privately held and was incorporated after detailed due diligence to consider the financial and socio-economic benefits in working with all fourteen Indigenous Communities on whose land the E&N Railway was placed without consent.

The conclusion of the Founders of Island Rail Corp, (IRC) was to request the support of all fourteen Indigenous Communities to Partner with IRC as the fifty-one percent joint venture partner of the corridor lands and to recognize the IRC Founders as the Operating Partner (OP) with forty-nine percent ownership of a contemporary railway.

The vision of IRC is to build, own and operate the future of transportation for the next 7-Generations, one that meets with the needs of all the Peoples of Vancouver Island and within the context of UNDRIP.

To achieve this objective the clear path forward will be the execution of Section VI of the ICF s – Letter Patent, which states:

*It is specifically provided that in the event of liquidation or winding up of the Corporation, the assets of the Corporation, after payment of all liabilities, shall be distributed to one or more*

*qualified donees as defined in the Income Tax Act, having the capacity to administer the assets of the Corporation and for purposes as close as possible to the Corporation, or to the Crown in Right of British Columbia and/or Local Governments and/or First Nations Governments if the transfer can be effected on terms which will, in the reasonable opinion of the Directors, result in the accomplishment of the objects of the Corporation. The recipients shall be chosen by resolution of two-thirds of the Directors of the Corporation and ratified by a vote of two-thirds of the Members at a General Meeting of the Members.”*

The above measure will result in an historical wrong being righted and providing fourteen Indigenous Communities with the opportunity to own and operate Vancouver Island’s largest socio-economic and environmentally safe intermodal transportation infrastructure and related enterprises.

The projected capital costs for rebuilding Vancouver Island s railway will be \$1.7 Billion Dollars, while creating thousands of direct and indirect jobs. The final costs will be bases on a detailed Triple Bottom Line Business Plan with funding coming from a range of corporate investment, Canadian Infrastructure Capital, projected cashflows from cargo, passenger and tourism rail and conventional debit financing.

IRC can confirm projected revenues for the first full year of operation at \$530,000,000 dollars, NET before interest and tax.

IRC confirms a five percent surcharge on all cargo has been established within our business model that will reflect a projected annuity during the first full year of operation of \$30,000,000 dollars, to be shared by those Indigenous Communities on whose land the current rail line runs through. It needs to be noted that as additional rail corridor is expanded to Lake Cowichan and North to Campbell River, revenue sharing will occur amongst the Indigenous Communities on which rail is operating. The annuity will grow year-to-year in perpetuity.

IRC will be incorporating Hydrogen powered passenger/tourism rail; Green Diesel power; and the opportunity to integrate a solar powered rail grid for the generation of GREEN Power. As such IRC railway will qualify for Carbon Credits and become noted as a Global Leader in rail infrastructure.

Alstom s Hydrogen Powered Railway – Quebec City



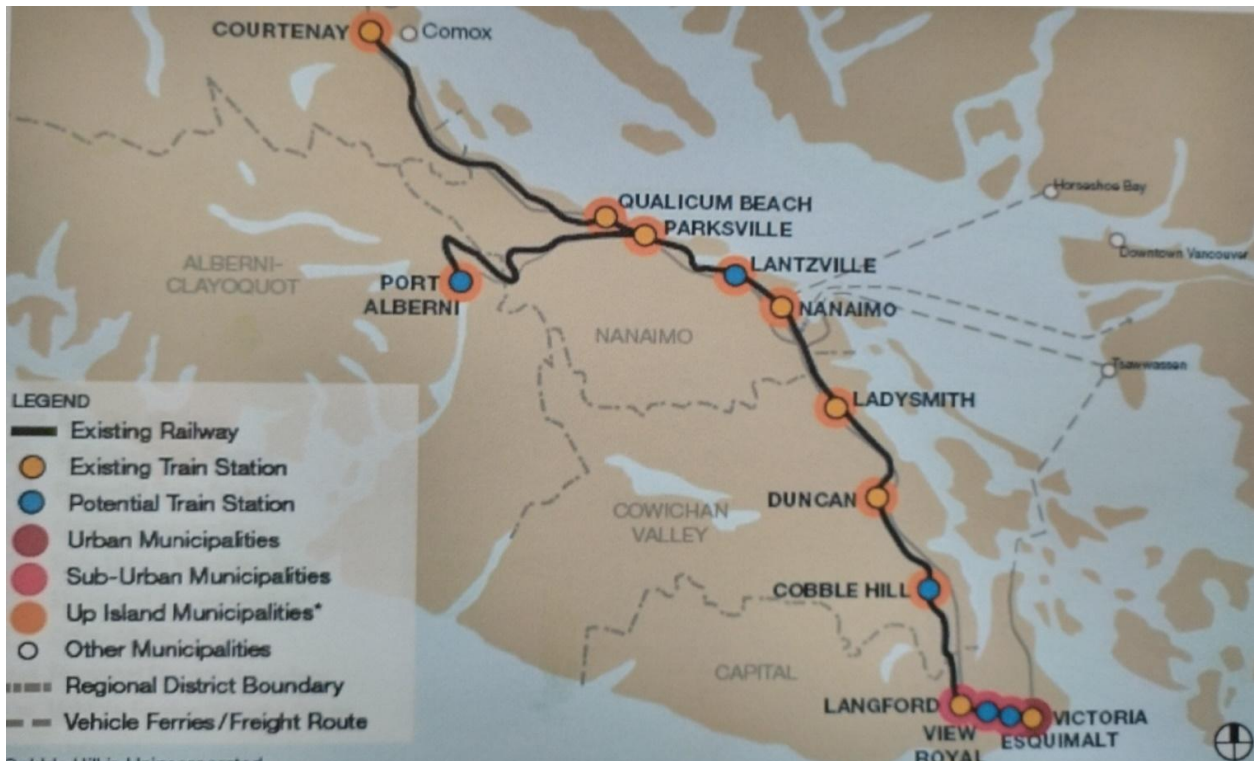


## Solar Panels Between Tracks – CLEAN-TEC & PROFITABLE

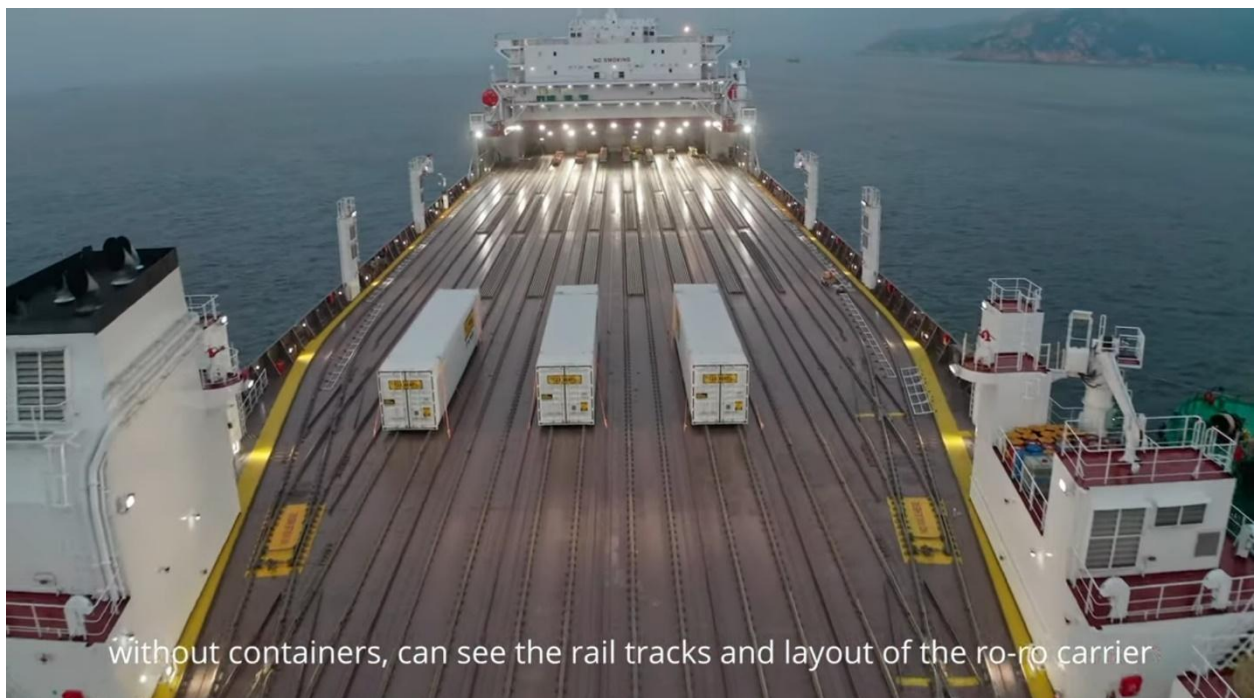


Island Rail Corp. s project to rebuild Vancouver Island s railway end-to-end will create a diverse range of needs, supplies and trained skilled sets. These include fourteen million tonnes of 1.25” crushed rock; 470,000 railway ties; all new 136 lb. rail (currently 85 lb. rail); transload facilities; state-of-the-art marine operations complete with custom rail barges and/or self-propelled vessels to move IRC cargos via its Iron Hwy between Port-to-Port-to-Port.





Wester Marine Express – Teak Spiller/Owner & Strategic Partner in IRC will be overseeing the Marine Operations of related cargo movements.



without containers, can see the rail tracks and layout of the ro-ro carrier

Island Rail Corp. has over twenty-five stakeholders that make up our international consortium of companies looking to support and benefit from this mega project.

The BC Government's Ministry of Transportation set aside eighteen million dollars to assist the ICF in defining a Path Forward. They turned it down, which led to five Regional Governments creating five independent studies on the future of the rail corridor. Studies we understand won't be presented until sometime in 2025, and studies that will not have looked at the overall benefits of the rail corridor meeting the needs of all fourteen First Nation communities, nor the full potential of what contemporary rail has to offer the people of Vancouver Island and Canada.

**Overview & Summary:**

Since the incorporation of the E&N Railway in 1883 by Dunsmuir the Indigenous Peoples of Vancouver Island, on whose land the railway was placed without consent, have yet to receive any direct benefit.

Since the incorporation of the Island Corridor Foundation, whose mandate was to preserve the rail corridor for the future of rail, no direct benefits have been received by the Indigenous communities, nor its Regional Partners within the ICF.

Island Rail Corp. has identified a Path Forward that rights a wrong, one that places fourteen Indigenous communities in control of the ICF corridor lands/assets and continued benefits for the next 7-Generations and beyond.

For the Founding Partners in Island Rail Corp., we bring the expertise and have identified the capital to completely rebuild the rail corridor, one that benefits all the peoples of Vancouver Island & Canada.

For all fourteen Indigenous communities, a range of business opportunities that will encompass commercial, industrial, residential, recreational, and institutional opportunities that will contribute to the sustainable futures we all strive for.

Island Rail Corp. is seeking the support and participation of all fourteen First Nation communities in expressing their willingness to Partner with us in achieving the benefits the proposed Path Forward has to offer. With your support and leadership, a Joint Venture Partnership of the ICF rail corridor and related assets and our expertise will ensure its success and all that it can become.

We will welcome meeting formally with all stakeholders to present a detailed outline of our company and its vision that embodies the aspirations of all First Nations on whose land rail was placed without consent.

Island Rail Corp. has presented the Path Forward. We are requesting the favorable consideration of the First Nations communities to provide the Leadership needed to ensure your futures, those of your community members, and those of Vancouver Island and Canada can be realized with contemporary rail being re-established on Vancouver Island. The next 7-Generations are dependent on this.

Huy ch q u

*David Hayden*

Mr. Dave Hayden, P. Eng. MBA

President/CEO



## REQUEST FOR SUPPORT APPLICATION FORM

Date of Request	March 21, 2025
Organization/Group making the request	Italian Society Felice Cavallotti Lodge
Contact Person	Ian Cumpstone, President Cavallotti Lodge [REDACTED]
Address	2060 E Wellington Rd, Nanaimo, BC V9S 5V2
Telephone	(250) 753-1085
Email Address:	[REDACTED]
Type of Support Requested (Select one)	<input checked="" type="radio"/> Letter of Support in Principle <input type="radio"/> In-Kind Contribution <input type="radio"/> Partnership  <i>Note: This policy is not applicable to requests for grant funding by the City, including Permissive Tax Exemption requests, or in-kind funding for facility rentals (see Grants Policy and Guidelines for further details)</i>

### IF APPLICABLE:

Name of grant or program for which you are applying:

Legacy Fund – Building Communities through Arts and Heritage \_\_\_\_\_

Amount of Funding Requested: \$500,000 Grant Due Date: May 1, 2025

Grant Organization: Canadian Heritage

Address: 200 Sacré-Cœur Boulevard

City: Gatineau, Postal Code: J8X 4C6

Telephone: 819-997-0055

Please provide an executive summary or short narrative that addresses each of the points outlined in the "Council Support policy". Include a draft letter, any supporting documents or materials and a detailed list of other funding partners (if applicable).

Please submit this form, with accompanying materials, to the attention of the Corporate Officer, Legislative Services, City of Nanaimo, 455 Wallace St. Nanaimo, BC V9R 5J6, or by email to: [legislative.servicesoffice@nanaimo.ca](mailto:legislative.servicesoffice@nanaimo.ca).

#### Respecting Your Privacy

Freedom of Information and Protection of Privacy Act (FOIPPA) – Information collected on this form is done so under the general authority of the *Community Charter* and FOIPPA, and is protected in accordance with FOIPPA. Personal information will only be used by authorized staff to fulfill the purpose for which it was originally collected, or for a use consistent with that purpose. For more information, please visit the Legislative Services Department at 455 Wallace Street, call 250-755-4405, or email [foi@nanaimo.ca](mailto:foi@nanaimo.ca).

## **Executive Summary: Cavallotti Lodge Rebuilding Project**

**Organization Name:** Italian Society Felice Cavallotti Lodge

**Contact Person:** Ian Cumpstone

**Mailing Address:** 2060 E Wellington Rd, Nanaimo, BC V9S 5V2

**Email Address:** [REDACTED]

**Telephone Number:** (250) 753-1085

### **Background Information**

The Cavallotti Lodge Society began in 1900 as a mutual aid society for the Italian immigrant mining community and has evolved to become a cornerstone of cultural exchange, community building, and charitable engagement on Vancouver Island. For 125 years, the Lodge has provided a welcoming space for individuals to come together, celebrate shared experiences, and contribute to community betterment. The Lodge serves as a central gathering place for people from all walks of life, including Indigenous peoples, ethnic minorities, and residents of all backgrounds. It has become an important venue for cultural celebrations, educational programs, and civic events, hosting Indigenous ceremonies, cultural festivals, local charity fundraisers, and community outreach programs.

### **Funding Sources**

We are applying to the Legacy Fund – Building Communities Through Arts and Heritage Program (BCAH) for \$500,000, which is the maximum grant amount. The total project cost is approximately \$3 million. Funding will come from the Cavallotti Lodge through the sale of land (\$2,330,000), potential BCAH grant (\$500,000), and local sponsorship (\$170,000).

### **Services to be Offered**

The new lodge will provide:

- A venue where Italian heritage, traditions, and customs are preserved
- A gathering space for a diverse range of cultural celebrations, performances, and heritage activities
- Community space for intergenerational knowledge sharing and cultural education
- Accessibility features to ensure participation by all community members
- Dedicated spaces for workshops, art exhibits, cultural performances, and meetings
- Sustainable, eco-friendly infrastructure reducing environmental impact

### **Target Groups and Service Location**

The new Cavallotti Lodge will serve the entire Nanaimo community, regardless of ethnicity, sexuality, religion, or abilities. The services will be offered at the new Lodge facility, which will be built next to the existing structure in Nanaimo. Specific target groups include:

- Local Indigenous communities
- Various ethnic and cultural groups
- Arts and cultural organizations
- Community groups and non-profits
- Residents with mobility challenges and disabilities

### **Timeframe**

The project timeline coincides with the Lodge's 125th anniversary in 2025. Key milestones include:

- January 2025: Submit Legacy Fund application
- May 2025: Complete architectural plans and engineering documents
- May-August 2025: Secure necessary permits and approvals
- September 2025: Finalize contractor agreements and construction schedule
- October 2025: Site preparation and groundbreaking ceremony
- November 2025: Begin construction to commemorate the 125th anniversary
- Late 2026: Projected completion and grand opening of new facility

### **Anticipated Outcomes**

1. Creation of a fully accessible, modern community cultural center
2. Increased capacity to host diverse cultural and heritage events
3. Enhanced opportunities for cross-cultural exchange and understanding
4. Preservation and celebration of Italian-Canadian heritage alongside other cultural traditions
5. Improved accessibility allowing participation by all community members
6. Sustainable infrastructure supporting community needs for decades to come

### **Proposed Budget**

#### **Total Project Budget: \$3,000,000**

- Construction: \$2,550,000 (@\$300 per sq. foot for 8,500 sq. ft.)
- Drawings/plans/fees/permits: \$250,000
- Landscaping: \$100,000
- Furniture and Appliances: \$100,000
- **Total Expenses: \$3,000,000**

### **Coordination with Other Entities**

The project involves coordination with:

1. Local Indigenous groups who have been consulted on the building design to meet their cultural activity needs
2. Local construction companies
3. Local arts and cultural groups
4. Ethnic communities
5. Civic leaders
6. We hope to involve the Vancouver Island University Trade Apprentice Program in some aspects of this project. This will provide these students with educational work experience

The coordinated approach ensures the new Lodge will serve diverse community needs while providing valuable opportunities for learning and growth.

March 21, 2025

**Legacy Fund**

Building Communities Through Arts and Heritage Program

Department of Canadian Heritage

**RE: Letter of Support for Cavallotti Lodge Rebuilding Project - Legacy Fund Application**

To Whom It May Concern:

On behalf of the City of Nanaimo, I am pleased to provide this letter of strong support for the Italian Society Felice Cavallotti Lodge's application to the Legacy Fund under the Building Communities Through Arts and Heritage program.

The Cavallotti Lodge has been a significant cultural landmark in our community since 1900. As the Lodge approaches its 125th anniversary in 2025, this rebuilding project represents a meaningful way to commemorate this milestone while ensuring the Lodge continues to serve as a gathering place that celebrates and preserves cultural heritage while fostering cross-cultural understanding and community connection.

The current Lodge is aging and inaccessible for people with mobility issues. The proposed rebuilding project aligns perfectly with our municipality's strategic plan for community development, cultural preservation, and accessibility. The new Lodge will:

- Provide an improved, larger venue for cultural celebrations, performances, and heritage activities
- Create accessible community space for intergenerational knowledge sharing and cultural education
- Enhance opportunities for diverse community members to engage with various cultural traditions
- Serve as a gathering place for local Indigenous groups who regularly use the hall for cultural activities
- Strengthen community bonds through shared cultural experiences
- Continue its preservation of Italian heritage, customs, and traditions

We recognize that the Lodge has long been a cherished part of the Nanaimo community, known for being a welcoming and inclusive gathering spot for people from all walks of life. The City of Nanaimo values the Lodge's commitment to inclusivity—regardless of ethnicity, sexuality, religion, or abilities—providing a safe and supportive environment where everyone is treated with respect and kindness.

Our municipality acknowledges that this significant \$3 million project represents an important investment in our community's cultural infrastructure. We believe the requested funding of \$500,000 from the Legacy Fund would be well-utilized for this project which exemplifies the objectives of the Building Communities Through Arts and Heritage program.

The City of Nanaimo strongly encourages you to give this application your most favorable consideration. Should you require any additional information regarding the Municipality's support for this project, please do not hesitate to contact me.

Sincerely,

(Official Contact information)





## REQUEST FOR SUPPORT APPLICATION FORM

Date of Request	March 18, 2025
Organization/Group making the request	Vancouver Island Exhibition
Contact Person	Karen Streeter
Address	[Redacted] Nanaimo [Redacted]
Telephone	[Redacted]
Email Address:	kstreeter@vix.ca
Type of Support Requested (Select one)	<input checked="" type="radio"/> Letter of Support in Principle <input type="radio"/> In-Kind Contribution <input type="radio"/> Partnership  <i>Note: This policy is not applicable to requests for grant funding by the City, including Permissive Tax Exemption requests, or in-kind funding for facility rentals (see Grants Policy and Guidelines for further details)</i>

### IF APPLICABLE:

Name of grant or program for which you are applying:

Destination Events Program grant

Amount of Funding Requested: \$50,000+ Grant Due Date: Apr 7 - May 5, 2025

Grant Organization: Ministry of Tourism, Arts, Culture & Sport

Address: Gov. bc. ca

City: Victoria Postal Code: \_\_\_\_\_

Telephone: 778-698-0450

Please provide an executive summary or short narrative that addresses each of the points outlined in the "Council Support policy". Include a draft letter, any supporting documents or materials and a detailed list of other funding partners (if applicable).

Please submit this form, with accompanying materials, to the attention of the Corporate Officer, Legislative Services, City of Nanaimo, 455 Wallace St. Nanaimo, BC V9R 5J6, or by email to: [legislative.servicesoffice@nanaimo.ca](mailto:legislative.servicesoffice@nanaimo.ca).

#### Respecting Your Privacy

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## Destination Event Program - Funding Opportunity

message

Tue, Mar 18, 2025 at 8:05 AM



## Destination Events Program Funding Opportunity!

**Applications will be accepted from April 7, 2025, until May 5, 2025, for events occurring between June 1, 2025, until September 30, 2026.**

Ministry of Tourism, Arts, Culture and Sport is launching a Destination Events Program (DEP) to support tourism, arts, culture and sport events across British Columbia.

The DEP, (updated Tourism Events Program or TEP), will provide up to \$200,000 per event to support operational expenses and to help communities host events that:

- attract overnight visitors
- create jobs
- boost local economies
- foster tourism growth

**Eligible Events:** Agricultural events, such as:

- fairs, rodeos and exhibitions
- festivals held on farms, orchards or vineyards

For more information about the program and how to apply go to:

**[Destination Events Program website](#)**

After reviewing the program outline and criteria, if you have questions email the Destination Events team at [DestinationEventsProgram@gov.bc.ca](mailto:DestinationEventsProgram@gov.bc.ca)

March 20, 2025

Ministry of Tourism, Arts, Culture & Sport

800 Johnson St

Victoria, BC V8W 1N3

Dear Grant Review Committee,

**Re: Letter of Support for Vancouver Island Exhibition Grant Application**

On behalf of the Vancouver Island Exhibition (VIEX), I am writing to express our full support for the VIEX's application for the Destination Events Program. VIEX is a long-standing and significant events that plays an essential role in our community and beyond, promoting tourism, culture and the arts on Vancouver Island.

The VIEX, which has a rich history of attracting visitors from all over British Columbia and beyond, offers an unparalleled opportunity to celebrate local agriculture, art, culture and community spirit. The exhibition's diverse programming includes agricultural showcases, live entertainment, interactive workshops and cultural presentations, making it a vital event that draws attendees year after year. With its diverse appeal, the exhibition contributes significantly to the local economy by attracting visitors, enhancing the tourism sector, supporting local businesses and drives economic growth.

By providing funding through the Destination Events Program, your ministry would help ensure that the VIEX continues to be a prominent event that attracts both regional and international visitors. The funding will assist in enhancing the event's reach, scale and programming, ensuring that the exhibition remains an inclusive, accessible and valuable event.

We strongly believe that supporting the VIEX aligns with the goals of the sectors. We are confident that this funding will allow the VIEX to continue its tradition of excellence and remain a key destination event in British Columbia.

Thank you for considering this important application.

The City of Nanaimo is proud to support this exciting initiative.

Sincerely,

LEONARD KROG, Mayor



## REQUEST FOR SUPPORT APPLICATION FORM

Date of Request	March 18, 2025
Organization/Group making the request	Nanaimo Equestrian Association
Contact Person	April LeNeveu
Address	[Redacted] Nanaimo [Redacted]
Telephone	[Redacted]
Email Address:	[Redacted]
Type of Support Requested (Select one)	<input checked="" type="radio"/> Letter of Support in Principle <input type="radio"/> In-Kind Contribution <input type="radio"/> Partnership  <i>Note: This policy is not applicable to requests for grant funding by the City, including Permissive Tax Exemption requests, or in-kind funding for facility rentals (see Grants Policy and Guidelines for further details)</i>

### IF APPLICABLE:

Name of grant or program for which you are applying:

Destination Events Program grant

Amount of Funding Requested: \$50,000 + Grant Due Date: Apr 7 - May 5, 2025

Grant Organization: Ministry of Tourism, Arts, Culture & Sport

Address: Gov. bc.ca

City: Victoria Postal Code: \_\_\_\_\_

Telephone: 778-698-0450

Please provide an executive summary or short narrative that addresses each of the points outlined in the "Council Support policy". Include a draft letter, any supporting documents or materials and a detailed list of other funding partners (if applicable).

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After reviewing the program outline and criteria, if you have questions email the Destination Events team at [DestinationEventsProgram@gov.bc.ca](mailto:DestinationEventsProgram@gov.bc.ca)

March 20, 2025

Ministry of Tourism, Arts, Culture & Sport

800 Johnson St

Victoria, BC V8W 1N3

Dear Grant Review Committee,

**Re: Letter of Support for Nanaimo Equestrian Association Grant Application**

At the Regular Council meeting of XXXXXXXX, 2025, Council for the City of Nanaimo, Province of British Columbia unanimously passed a motion to provide a letter of support to the Nanaimo Equestrian Association to accompany their grant application for the Destination Events Program grant from the Ministry of Tourism, Arts, Culture & Sport. The City of Nanaimo is working together with the Nanaimo Equestrian Association on various projects to enhance and improve facilities at Beban Park in Nanaimo. The Nanaimo Equestrian Association operates and manages several facilities under a lease agreement with the City including barns, paddocks, an office and an Agriplex. The facilities are used to support various equestrian and non-equestrian programs and events for their membership as well as a variety of community organizations in Nanaimo and surrounding regions.

The City and Nanaimo Equestrian Association are in active discussions regarding the City hosting the 2025 British Columbia 55+ Summer Games. The event will encompass 32 sport competitions as well as cultural and social opportunities and will see up to 4,000 participants plus coaches and spectators attend the Nanaimo events. The games will be held September 9-13,2025 at various venues across the city.

The equestrian events will be held at the Nanaimo Equestrian facility at Beban Park, Nanaimo and 75 horse stalls will be needed.

A Destination Event Program grant is needed to refurbish horse stall barns 1, 3 and 4 with the useable lumber from barn 2 which is being demolished as it is far beyond its life and is no longer safe for the public and livestock.

The City of Nanaimo is proud to support this exciting initiative.

Sincerely

LEONARD KROG, Mayor



## REQUEST FOR SUPPORT APPLICATION FORM

Date of Request	March 20, 2025
Organization/Group making the request	Petroglyph Development Group / Snuneymuxw First Nation
Contact Person	Joshua Joseph - Business Development Manager
Address	668B Centre St., Nanaimo BC, V9R 4Z4
Telephone	250-824-1572 ext. 2088
Email Address:	joshuaj@petroglyphdg.com
Type of Support Requested (Select one)	<input checked="" type="radio"/> Letter of Support in Principle <input type="radio"/> In-Kind Contribution <input type="radio"/> Partnership  <i>Note: This policy is not applicable to requests for grant funding by the City, including Permissive Tax Exemption requests, or in-kind funding for facility rentals (see Grants Policy and Guidelines for further details)</i>

### IF APPLICABLE:

Name of grant or program for which you are applying:

\_\_\_\_\_

Amount of Funding Requested: \_\_\_\_\_ Grant Due Date: \_\_\_\_\_

Grant Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Please provide an executive summary or short narrative that addresses each of the points outlined in the "Council Support policy". Include a draft letter, any supporting documents or materials and a detailed list of other funding partners (if applicable).

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## **EXECUTIVE SUMMARY**

### **1.0 INTRODUCTION**

Petroglyph Development Group (PDG), a wholly-owned corporation of the Snuneymuxw First Nation, is seeking a letter of support from the City to secure BC Park's approval of the development of cabins on Saysutshun Island. BC Park's approval is required to accompany a grant funding application under the REDIP-ED Implementation Stream. The grant will support the development of 10 fully serviced, Snuneymuxw-themed family cabins on Saysutshun Island, providing year-round accommodation for visitors and creating new tourism opportunities. This initiative will enhance economic activity, extend the visitor season, and promote Snuneymuxw culture through immersive experiences.

### **2.0 APPLICANT INFORMATION:**

Contact details for the lead applicant will be provided in the accompanying Request for Support Form.

### **3.0 BACKGROUND OF THE ORGANIZATION:**

PDG is an Indigenous Development Corporation responsible for business and economic development on behalf of the Snuneymuxw First Nation. PDG manages a diverse portfolio of corporate operations in forestry, land management, tourism, marine transportation, and fuel services. Its 2022-2026 Strategic Plan prioritizes economic diversification, particularly expanding tourism operations on Saysutshun Island.

### **4.0 FUNDING SOURCES:**

- Total Project Cost: \$3,857,696
- Funding Request from REDIP-ED: \$1,000,000
- Remaining funding will be sourced from PDG's internal resources and other grant opportunities.

### **5.0 SERVICES OFFERED:**

The project will provide culturally enriched accommodations with modern amenities, increasing the accessibility and attractiveness of Saysutshun Island as a year-round destination.





## 6.0 TARGET GROUPS & SERVICE AREAS:

The cabins will serve families, cultural tourists, and adventure travelers visiting the Nanaimo region. Each cabin will accommodate up to four guests, potentially adding 40 overnight visitors per night during peak times.

## 7.0 PROJECT TIMELINE:

- Project Start Date: April 2025
- Project Completion: May 2026
- Key milestones include cabin selection (April-May 2025), tender finalization (May-June 2025), procurement (June-July 2025), construction (July-April 2026), and project completion (April-May 2026).
- **NOTE: Project start and completion dates are contingent on successful REDIP grant funding.**

## 8.0 ANTICIPATED OUTCOMES:

- Increased tourism and economic diversification for the Snuneymuxw First Nation.
- Year-round accommodations that enhance visitor experience.
- Greater public awareness and appreciation of Snuneymuxw culture.
- New employment opportunities for local residents.

## 9.0 BUDGET OVERVIEW:

The budget includes costs for infrastructure, cabin construction, servicing, project management, and professional fees. PDG has obtained quotes and cost estimates from qualified firms to ensure feasibility and financial preparedness. Further details can be provided if necessary

## 10.0 REGIONAL CONTEXT & SIMILAR PROGRAMS:

Currently, there are limited culturally significant accommodations in the Regional District of Nanaimo. This project will offer a unique experience that does not presently exist in the area.



### **11.0 OTHER GRANT APPLICANTS:**

PDG is aware of potential applicants for the REDIP grant; however, PDG is not aware of any potential applicants with the same or similar project scope.

### **12.0 PREVIOUS RESULTS & CONTINUITY:**

PDG has a proven track record in business and infrastructure development, including ongoing tourism projects on Saysutshun Island. The market opportunity assessment, feasibility works, and detailed design for the new cabins have all been funded by REDIP or CORP funding streams. This project builds on existing successes and strengthens long-term economic sustainability.

### **13.0 COORDINATION WITH OTHER ENTITIES:**

PDG is actively engaging with BC Parks, the landowner, and upholding the principles of the 2007 Collaborative Management Agreement between Snuneymuxw First Nation, the City of Nanaimo, and the Province of BC. PDG is also collaborating with cabin suppliers and contractors during the detailed design phase to ensure the success of the project.

This project aligns with the economic development priorities of Snuneymuxw First Nation, the City of Nanaimo, and BC Parks. Support from the City will reinforce regional collaboration and help secure critical funding to advance this initiative.



**DRAFT LETTER OF SUPPORT**

To Whom It May Concern,

The City of Nanaimo supports in principle the proposed cabin project on Saysutshun Island, recognizing its potential to enhance tourism and economic opportunities while respecting the island's cultural and environmental significance.

We understand that PDG has undertaken a thorough assessment of market opportunities, feasibility, and detailed design, supported by REDIP and CORP funding streams. The project builds on successful tourism initiatives and aligns with long-term sustainability goals. PDG's coordination with BC Parks, in accordance with the 2007 Collaborative Management Agreement between Snuneymuxw First Nation, the City of Nanaimo, and the Province of BC, demonstrates a commitment to responsible development. The City also acknowledges ongoing collaboration with cabin suppliers and contractors to ensure a well-executed design and construction process.

Further detailed modelling will be completed before construction to assess the capacity of existing infrastructure and identify any necessary improvements. The City looks forward to continued engagement as the project advances.

The City of Nanaimo values initiatives that enhance regional tourism, promote economic resilience, and foster collaborative relationships between local governments, Indigenous communities, and the private sector. We look forward to continued dialogue as the project progresses and remain supportive of the broader vision for Saysutshun Island.

Sincerely,

City of Nanaimo

# Saysutshun Island Cabin Infrastructure Detailed Design

ISSUED FOR REVIEW  
OCTOBER 7, 2024  
urbansystems.ca



## LIST OF DRAWINGS

Sheet Number	Sheet Title
C00	Cover
C01	Legend
C02	Site Plan
C03	Tree Protection And Removals
C04	Watermain & Path
C05	Sanitary I
C06	Sanitary II
C07	Details



**ATTENTION**  
 This drawing is prepared for the sole use of Petroglyph Development Group ("the Client"). Urban Systems Ltd. makes no representations and shall bear no responsibility or duty in law to any party, other than the Client, for any use of this drawing for any purpose without the express written authority of Urban Systems Ltd.

**ADVISORY & WARNING**  
 Utilities or structures shown on this drawing were compiled from information supplied by other sources and may not be complete or accurate at the time of review. It is the sole responsibility of any party making use of this drawing to expose and conclusively confirm the location in the field of all underground utilities and structures, whether or not indicated on this drawing, all underground utilities in the area of the proposed work, and any utilities or structures reasonably apparent from an inspection of the proposed worksite. Urban Systems Ltd. shall bear no responsibility or duty in law for loss or damage to any party, whether in contract or tort, in the event of their failure to comply with the above.

**SURVEY INFORMATION**  
 Prepared by: 3D Geomatics  
 Coordinate System: UTM83-10  
 Compilation Date: March 2024

**ISSUED FOR REVIEW**  
 OCTOBER 7, 2024  
 urbansystems.ca

Professional Seals

#	Date	Issue / Revision	App
A	2024-10-07	ISSUED FOR REVIEW	ND

#	Date	Issue / Revision	App

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Quality Control by  
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**URBAN SYSTEMS**

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 Designed by  
 Drawn by

**Saysutshun Island Cabin Infrastructure Detailed Design**  
 Legend

Sheet Number 1 of 7  
 Project Number 5464.0001.02  
 Drawing Number C01  
 Revision Number A

NOT FOR CONSTRUCTION

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- GENERAL NOTES:**
- ALL CONSTRUCTION AND MATERIALS TO BE IN ACCORDANCE WITH THE CONTRACT DRAWINGS AND SPECIFICATIONS.
  - CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATION OF THE VARIOUS PARTS OF THE WORK
  - LOCATIONS OF EXISTING UTILITIES AND SERVICES SHOWN ON THESE DRAWINGS ARE DERIVED FROM BC PARKS, AGENCY AS-BUILTS, AND SURVEY INFORMATION. NO GUARANTEE IS MADE AS TO THEIR ACCURACY. CONTRACTOR TO CONFIRM LOCATION OF ALL EXISTING UTILITIES AND SERVICES IN THE FIELD PRIOR TO CONSTRUCTION.
  - ALL ROADS AND JOB SITE TO BE KEPT CLEAN OF DEBRIS AND CONSTRUCTION MATERIAL ON A REGULAR BASIS..
  - CAREFULLY RELOCATE EXISTING STREET FURNITURE, TRAFFIC SIGNS AND SITE FEATURES TO ACCOMMODATE CONSTRUCTION WORK. ALL EXISTING WORKS TO BE RETURNED TO AS FOUND OR BETTER CONDITION.
  - CONTACT BC ONE CALL (1-800-474-8886) BC HYDRO, TELUS, SHAW CABLE, FORTIS GAS UNDERGROUND UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
  - MAINTAIN PEDESTRIAN ACCESS TO ALL BUILDINGS AND BUSINESSES AT ALL TIMES. SCHEDULE WORK TO MINIMIZE DISRUPTION. CONTRACTOR TO COORDINATE WITH BUSINESSES AFFECTED BY THE WORK FOR ALTERNATE ACCESS IF REQUIRED.
  - DIG WITH EXTREME CARE AND CAUTION AROUND FIBRE OPTIC DUCTS AND SERVICES.
  - ALL SURFACE RESTORATION WORK TO MATCH EXISTING SURFACE TREATMENTS UNLESS OTHERWISE NOTED.
- TRAFFIC CONTROL NOTES**
- ALL TRAFFIC CONTROL TO CONFORM TO MOST CURRENT WORKSAFE BC, CONTRACT DRAWINGS AND SPECIFICATIONS.
  - PROVIDE SIGNAGE, BARRICADES AND ILLUMINATION, AND DETOUR ROUTING AS REQUIRED TO MAINTAIN PEDESTRIAN FLOW AND ACCESS.
  - ALL FLAG PERSONS TO HAVE PROOF OF CERTIFICATION.
  - AT THE END OF THE DAY, ANY EXCAVATION SHALL BE WELL SIGNED AND PROTECTED.
  - MAINTAIN SAFE PEDESTRIAN WALKWAYS AROUND WORK ZONE AND DELINEATE WITH TEMPORARY FENCING IF REQUIRED.
- WATERWORKS NOTES**
- CONTRACTOR SHALL LOCATE TIE-IN POINTS AND LOCATIONS OF EXISTING SERVICES AT CROSSOVER POINTS PRIOR TO ANY CONSTRUCTION TO VERIFY INVERT AND LOCATION.
  - ALL TIE-INS TO EXISTING WATERMAIN SHALL BE PERFORMED IN THE PRESENCE OF THE CONTRACT ADMINISTRATOR AND BC PARKS OPERATORS. THE CONTRACTOR SHALL PROVIDE THREE BUSINESS DAYS NOTICE TO THE CONTRACT ADMINISTRATOR PRIOR TO THE PROPOSED TIE-IN.
  - MIN WATERMAIN GRADE IS 0.10%.
  - VALVES AND HYDRANTS OF EXISTING SYSTEM ONLY TO BE OPERATED WITH THE PERMISSION OF THE CONTRACT ADMINISTRATOR.
  - WATERMAIN TO BE HDPE DR 17 (125 PSI) PE 4710 UNLESS OTHERWISE NOTED.
  - VALVES AND LEADS AS NOTED IN CONTRACT DRAWINGS AND SPECIFICATIONS.
  - ALL FITTINGS TO BE PVC FABRICATED.
  - DURING CONSTRUCTION AND AT ANY TIME PRIOR TO ACCEPTANCE AND PRESSURIZING OF MAINS, THE CONTRACTOR SHALL BAG OR PLACE A 0.3m SQUARE 20mm SHEET OF PLYWOOD OVER THE PUMPER NOZZLE OF THE HYDRANT TO INDICATE THE HYDRANT IS NOT IN USE.
  - WATERMAIN TO BE CONSTRUCTED A MINIMUM OF 0.5m ABOVE STORM OR SANITARY SEWERS AND MAINTAIN 3.0m HORIZONTAL CLEARANCE. IN AREAS WHERE LESS THAN 0.5m VERTICAL OR 3.0m HORIZONTAL CLEARANCE CAN NOT BE MAINTAINED, ALL JOINTS TO BE HEAT SHRINK WRAPPED OR TAPE WRAPPED AS PER MINISTRY OF HEALTH STANDARDS; ANS/AWWA C214 FACTORY APPLIED), ANS/AWWA C209 (FIELD APPLIED) ANS/AWWA C217-90 (PETROLATUM TAPE) ALL TO MINISTRY OF HEALTH STANDARDS. WATERMAIN CROSSINGS OF STORM OR SANITARY SEWER TO BE MADE AT MIDPOINT OF PIPE.
  - CROSSING OF UTILITIES OTHER THAN STORM OR SANITARY TO HAVE A MINIMUM OF 150mm CLEARANCE.
  - GRANULAR PIPE BEDDING AND SURROUND MATERIAL PER CONTRACT DRAWINGS AND SPECIFICATIONS.
  - EXCAVATION AND RESTORATION TO BE COMPLETED BY CONTRACTOR PER REGULATORY AUTHORITY REQUIREMENTS AND CONTRACT DOCUMENTS. CONTRACTOR TO GIVE NOTICE PRIOR TO COMPLETING WORKS.
  - CONTRACTOR TO PROVIDE TESTING PLAN TO CONSULTANT c/w MARKED UP DRAWINGS SHOWING TEST POINTS ONE WEEK PRIOR TO TESTING. ALL MAINS TO BE FLUSHED IN THE PRESENCE OF CONSULTANT PRIOR TO COMMENCING TESTING.
  - PRESSURE TESTING, CHLORINATION AND DISINFECTION TESTING SHALL BE PERFORMED BY CONTRACTOR TO STANDARDS NOTED IN CONTRACT SPECIFICATIONS AND TO THE SATISFACTION OF THE CONSULTANT. TEST PRESSURE SHALL BE THE GREATER OF 1.5 TIMES OPERATING PRESSURE OR 1380KPa (200psi).
  - MINIMUM COVER ON WATERMAIN IS 600mm.
  - EXCAVATION AND RESTORATION FOR WATERMAIN TIE-IN FROM EX WATERMAIN TO PROPERTY LINE TO BE COMPLETED BY CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY PAVEMENT AND BOULEVARD TO THE PRE-CONSTRUCTION CONDITION OR BETTER.
  - JOINT DEFLECTIONS NOT TO EXCEED HALF THE MANUFACTURE'S RECOMMENDED MAXIMUM DEFLECTION.
- SANITARY AND STORM NOTES**
- SANITARY SEWERS TO BE PVC SDR 35.
  - CONTRACTOR TO ENSURE TESTING OF SEWER MAINS AND LATERALS TO BE PERFORMED IN THE PRESENCE OF THE SITE INSPECTOR. CONTRACTOR TO PROVIDE MINIMUM OF 48 HOURS NOTICE. ALL MAINS AND SERVICES ARE TO BE TESTED AS PER STANDARDS NOTED IN CONTRACT SPECIFICATIONS WITH THE RESULTS FORWARDED TO THE ENGINEER.
  - CONTRACTOR TO PROVIDE TEMPORARY BYPASS AND RECONNECTION OF ANY SERVICES DISRUPTED BY CONSTRUCTION ACTIVITIES.
  - ALL SEWER MAINS AND LATERALS TO BE CCTV INSPECTED. CCTV INSPECTIONS TO BE ARRANGED BY CONTRACTOR AT CONTRACTOR'S EXPENSE. CONTRACTOR TO FORWARD VIDEO FILES TO THE ENGINEER WITHIN TWO WEEKS OF INSPECTION.
  - GRANULAR PIPE BEDDING AND SURROUND MATERIAL PER CONTRACT DRAWINGS AND SPECIFICATIONS. TEST RESULTS ARE TO BE FORWARDED TO THE ENGINEER.
  - MANHOLES AS NOTED IN CONTRACT DRAWINGS AND SPECIFICATIONS.
  - EXCAVATION AND SURFACE RESTORATION TO BE COMPLETED BY CONTRACTOR PER REGULATORY AUTHORITY REQUIREMENTS, AND CONTRACT DOCUMENTS. CONTRACTOR TO GIVE NOTICE PRIOR TO COMPLETING WORKS.
  - ALL STORM SEWER JOINTS SHALL HAVE GASKETS.
  - INVERT OF SERVICE CONNECTIONS TO MAIN TO MATCH CROWN OF MAIN.
  - MINIMUM GRADE ON SERVICE CONNECTIONS TO BE 2%, UNLESS NOTED OTHERWISE.
- SEPTIC TANK NOTES:**
- NEW SEPTIC TANK SHOP DRAWINGS TO BE APPROVED BY ENGINEER PRIOR TO INSTALLATION.
  - NEW SEPTIC TANK TO BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS.
  - IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE SUBGRADE, BASE, AND BACKFILL IS ACCEPTABLE AND PROPERLY COMPACTED AS PER MANUFACTURER'S RECOMMENDATIONS. ALL BACKFILL MATERIAL TO BE FREE OF ORGANICS AND DELETERIOUS MATERIAL. BACKFILL MUST BE PROPERLY COMPACTED TO ALLOW FOR VEHICLE ACCESS.
  - TEMPORARY SLOPES TO BE NO LESS THAN 1H:1V.
  - ALL CONNECTION THROUGH TANK AND ANY HOLES OR DEFECTS TO BE SEALED WITH NON SHRINK GROUT AND APPROVED BY ENGINEER PRIOR TO BACKFILL.
  - TANK TO BE HYDRO TESTED AS PER SEWERAGE STANDARD PRACTICE MANUAL, LATEST VERSION.
  - AT LEAST 2 600mm RIPPED PVC RISERS, LENGTH TO BE ADJUSTED TO FINAL GROUND ELEVATION c/w LID AS SPECIFIED BY MANUFACTURER. CONNECTION TO TANK ROOF GROUTED CONTINUOUSLY AROUND RISER BOTTOM FOR WATERTIGHT SEAL.
  - ALL ACCESS POINTS TO BE SECURED WITH A LOCKABLE SYSTEM.
  - FINAL GRADING TO ENSURE SURFACE WATER RUNOFF IS DIRECTED AWAY FROM TANK.
- RECORD DRAWINGS NOTES:**
- THE CONTRACTOR IS TO PROVIDE A DETAILED 3D TOPOGRAPHIC SURVEY OF ALL CIVIL WORKS INCLUDING SUBSURFACE INFRASTRUCTURE.
  - THE CONTRACTOR IS TO MAINTAIN A FIELD SET OF DRAWINGS ON-SITE AND KEEP REDLINE MARKUP RECORD OF ALL CONSTRUCTION CONDITIONS.
- ENVIRONMENTAL NOTES:**
- REFER TO CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN (CEMP) – SAYSUTSHUN ISLAND RENTAL CABIN DETAILED DESIGN AND INSTALLATIONS, DATED JULY 2024 TO ADDRESS ENVIRONMENTAL CONCERNS AND MITIGATION MEASURES.
  - ENVIRONMENTAL MONITOR TO BE CONTRACTED TO IMPLEMENT THE CEMP AND OVERSEE WORKS TO ENSURE ENVIRONMENTAL IMPACTS ARE MINIMIZED THROUGH IMPLEMENTATION AND MAINTENANCE OF APPROPRIATE MITIGATION MEASURES.
  - REFER TO PROJECT TIMING SECTION OF CEMP FOR IMPORTANT CONSTRUCTION SCHEDULING CONSIDERATIONS.

- PROTECTION AND TREE REMOVAL NOTES:**
- REFER TO TREE PROTECTION PLAN DATED JULY 15, 2024 FOR TREE REMOVAL, TREE PROTECTION, PRUNING DIRECTION, AND ALL WORK IN AND AROUND EXISTING TREES.
    - TREE TAGS HAVE BEEN LABELED TO MATCH TREE PROTECTION PLAN
    - ONLY TREES MARKED FOR REMOVAL HAVE BEEN SHOWN IN RED. REFER TO TREE PROTECTION PLAN TO IDENTIFY TREES MARKED FOR WILDLIFE, ADVANCED TREE RISK ASSESSMENT, OR OTHER.
    - IF TREE LABELS DIFFER BETWEEN DRAWINGS AND TREE PROTECTION PLAN, REFER TO TREE PROTECTION PLAN FOR RECOMMENDED ACTION.
    - IF TREES DO NOT HAVE TAG/LABEL, ASSUME TREE IS TO BE RETAINED. CONTACT ADMINISTRATOR AND ARBORIST IF UNTAGGED TREE REQUIRE REMOVAL.
  - TREE PROTECTION METHOD AND INSTALLATION SHALL BE APPROVED BY CONTRACT ADMINISTRATOR PRIOR TO CONSTRUCTION.
  - TREE CLEARING TO TAKE PLACE OUTSIDE OF THE BREEDING BIRD WINDOW (MAR 15 – AUG 31). IF CLEARING IS REQUIRED WITHIN THIS PERIOD, THE CONTRACTOR SHALL ENGAGE A QUALIFIED ENVIRONMENTAL PROFESSIONAL TO CONDUCT THE NEST SURVEY. IF AN ACTIVE NEST IS OBSERVED, CLEARINGS OF VEGETATION MAY BE DELAYED.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THE APPROPRIATE PERMITS AND APPROVALS ARE IN PLACE FOR ALL ACTIVITIES IMPACTING TREES.
  - TREES IDENTIFIED IN THE DRAWINGS FOR REMOVAL SHALL BE TAKEN DOWN IN A MANNER THAT DOES NOT IMPACT ADJACENT PROTECTION TREES AND VEGETATION.
  - PRUNING
    - FOR ALL WORK PERTAINING TO TREE BRANCH AND SHRUB PRUNING TO SUPPLEMENTAL SPECIFICATION SECTION – PRUNING.
    - PRIOR TO PRUNING WORK BEING UNDERTAKEN, A PRE-CONSTRUCTION MEETING SHALL TAKE PLACE WITH THE CONSULTANT AND PROJECT ARBORIST TO IDENTIFY OVERHANGING AND ENCRANCHING BRANCHES WITHIN THE WORK ZONE TO BE PRUNED FOR CONSTRUCTION AND TRAIL CLEARANCE REQUIREMENTS.
    - VERTICAL CLEARANCE ABOVE THE PATH FINISHED GRADE SHALL BE 2.5m.
  - EXCAVATION, TRENCHING, AND ROOT PRUNING
    - FOR ALL WORK PERTAINING TO EXCAVATION, TRENCHING, AND ROOT PRUNING, REFER TO ARBORIST REPORT FOR REQUIREMENTS.
    - SELECTIVE ROOT PRUNING SHALL BE CARRIED OUT TO THE FULL DEPTH OF REQUIRED EXCAVATION IN ALL AREAS WHERE EXCAVATION AND GRADING IS REQUIRED TO OCCUR WITHIN THE TREE PROTECTION ZONE.



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**SURVEY INFORMATION**  
 Prepared by: 3D Geomatics  
 Coordinate System: UTM83-10  
 Compilation Date: March 2024

**ISSUED FOR REVIEW**  
 OCTOBER 7, 2024  
 urbansystems.ca

Professional Seals

#	Date	Issue / Revision	App
A	2024-10-07	ISSUED FOR REVIEW	ND

#	Date	Issue / Revision	App
A	2024-10-07	ISSUED FOR REVIEW	ND

Quality Control by: N Dewitt  
 Designed by: A Williams  
 Drawn by: A Williams

**URBAN SYSTEMS**

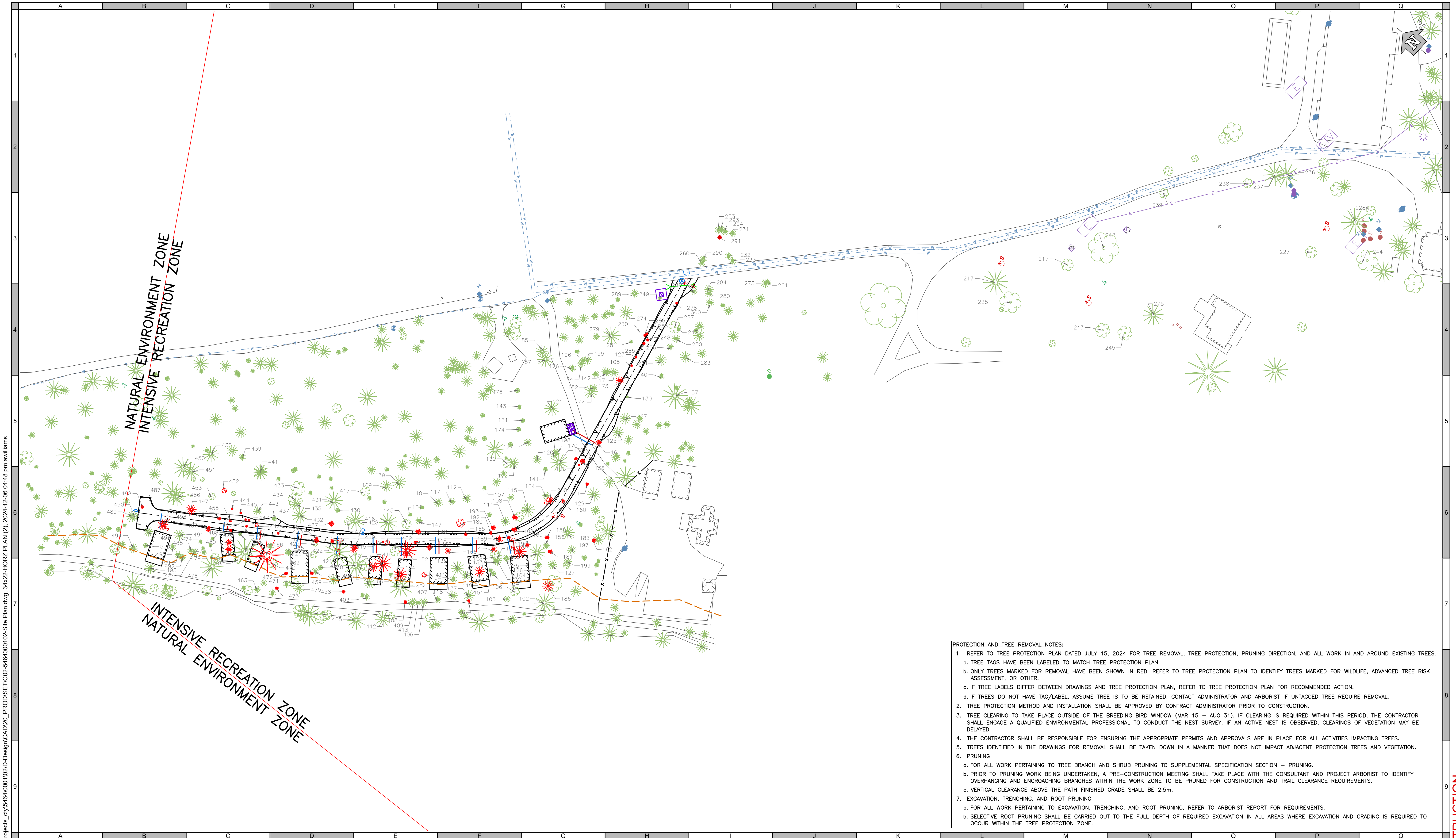
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**Saysutshun Island Cabin Infrastructure Detailed Design**  
 Site Plan

Sheet Number: 2 of 7  
 Project Number: 5464.0001.02  
 Drawing Number: C02  
 Revision: A

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**SURVEY INFORMATION**  
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 Coordinate System: UTM83-10  
 Compilation Date: March 2024

**ISSUED FOR REVIEW**  
 OCTOBER 7, 2024  
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Professional Seals

#	Date	Issue / Revision	App
A	2024-10-07	ISSUED FOR REVIEW	ND

Quality Control by: N Dewitt  
 Designed by: A. Williams  
 Drawn by: A. Williams

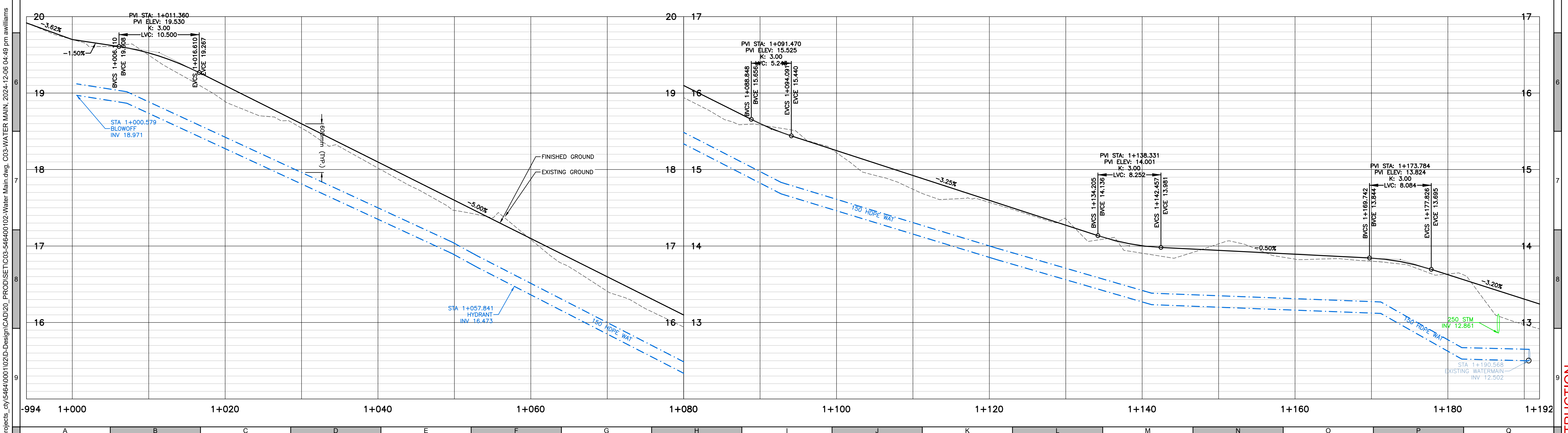
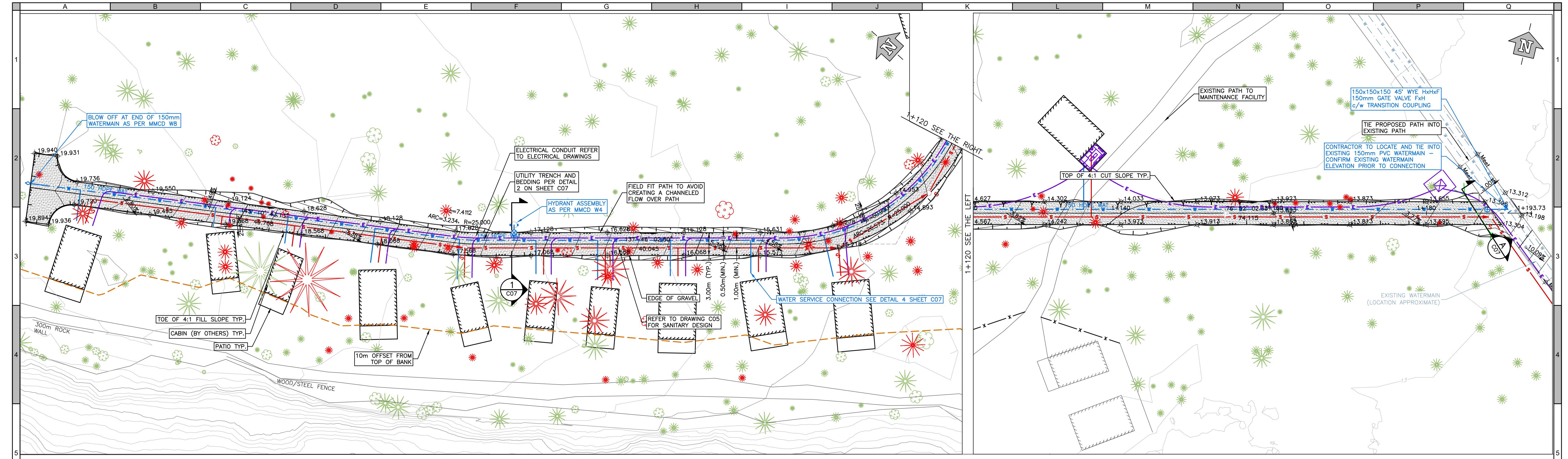
**URBAN SYSTEMS**

Scale  
 1:500  
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Saysutshun Island Cabin  
 Infrastructure Detailed Design  
 Tree Protection And Removals

Sheet Number: 3 of 7  
 Project Number: 5464.0001.02  
 Drawing Number: C03  
 Revision: A

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Scale	1:250H 0 5 10m
	1:25V 0 0.5 1m

Quality Control by: N Dewitt  
 Designed by: A. Williams  
 Drawn by: A. Williams

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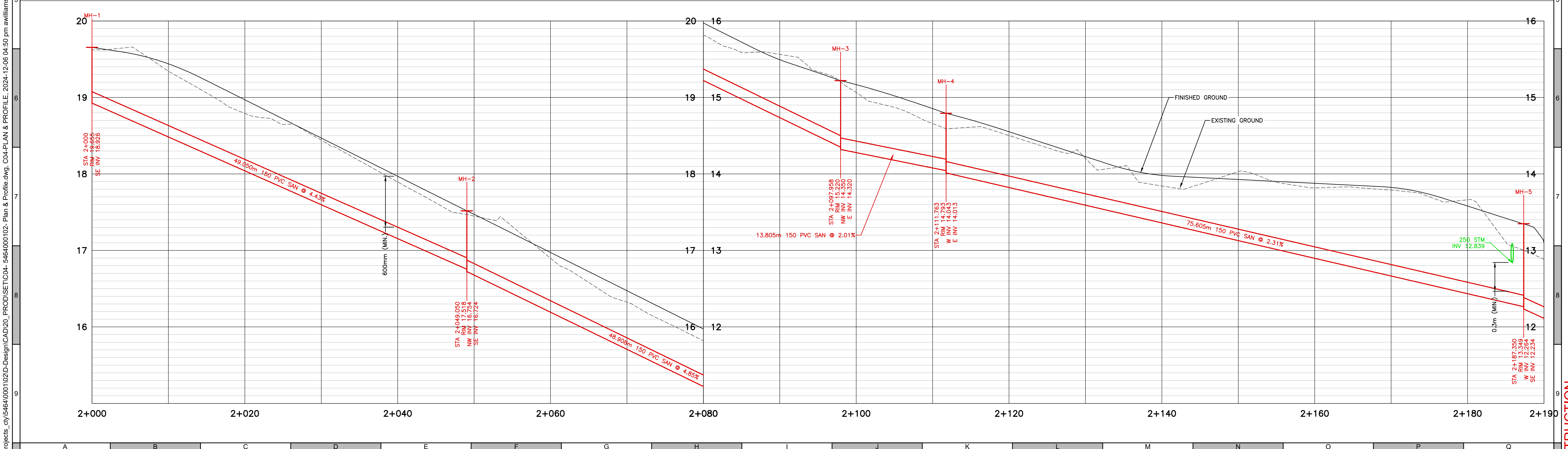
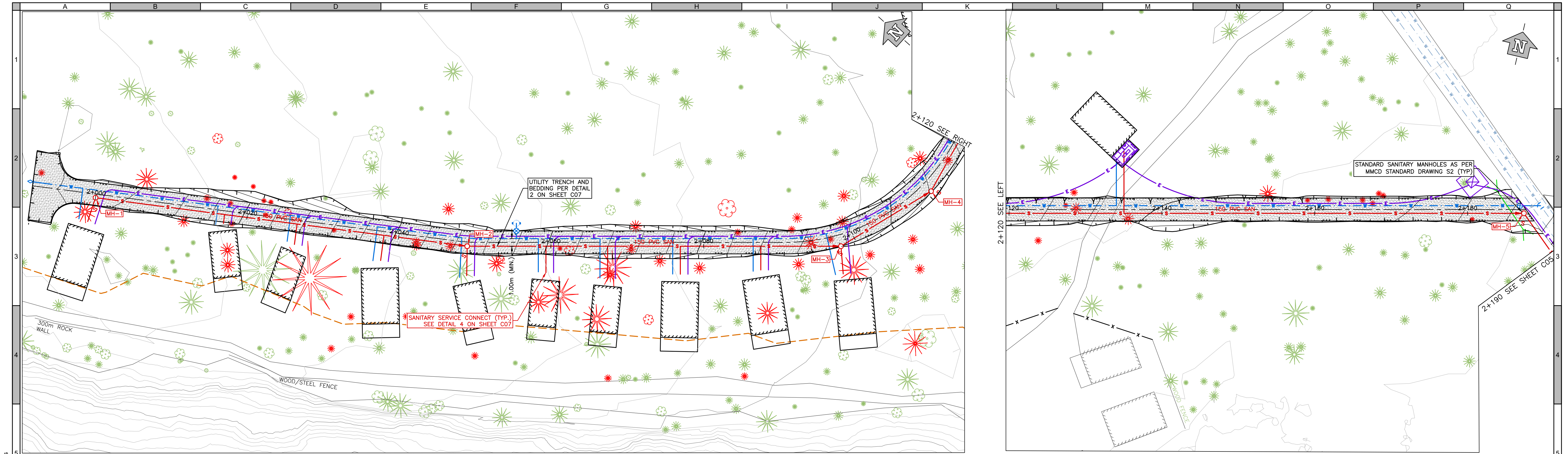
**Saysutshun Island Cabin Infrastructure Detailed Design**  
 Watermain & Path Station 1+000 to 1+200

Sheet Number: 4 of 7  
 Project Number: 5464.0001.02  
 Drawing Number: C04  
 Revision: A

**NOT FOR CONSTRUCTION**

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Quality Control by: N Dewitt  
 Designed by: A Williams  
 Drawn by: A Williams

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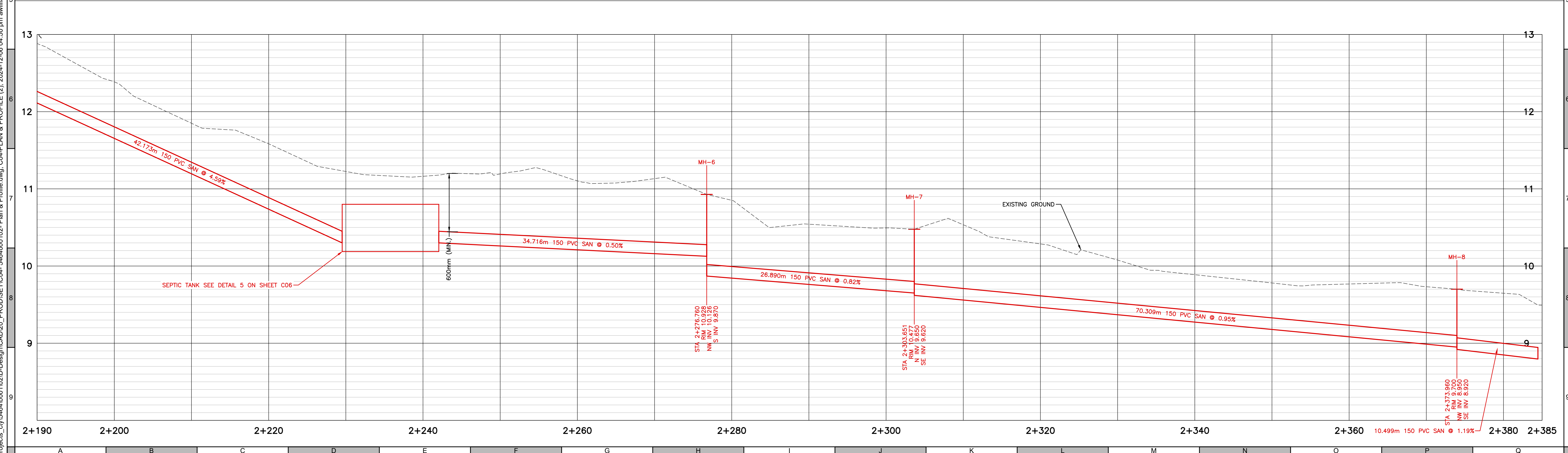
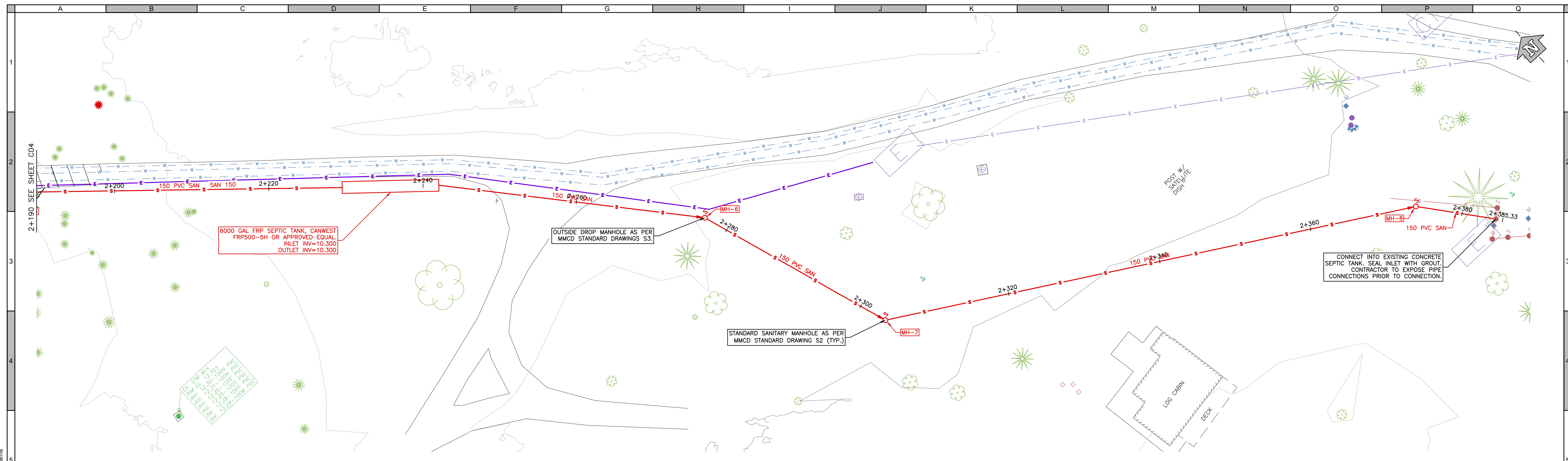
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**Saysutshun Island Cabin Infrastructure Detailed Design**  
 Sanitary I  
 Station 2+000 to 2+190

Sheet Number: 5 of 7  
 Project Number: 5464.0001.02  
 Drawing Number: C05  
 Revision: A

**NOT FOR CONSTRUCTION**

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**OCTOBER 7, 2024**  
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A	2024-10-07	ISSUED FOR REVIEW	ND

Quality Control by: N Dewitt  
 Designed by: A Williams  
 Drawn by: A Williams

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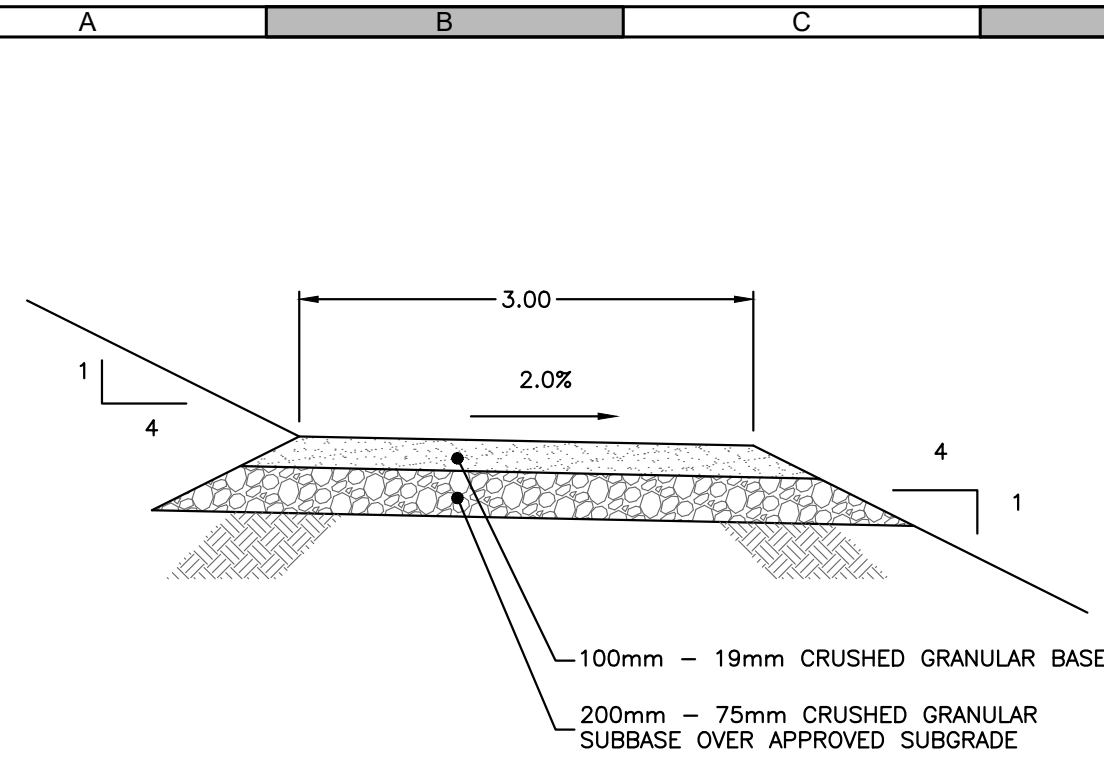
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 1:25V 0 0.5 1m

**Saysutshun Island Cabin Infrastructure Detailed Design**  
 Sanitary II  
 Station 2+190 to 2+390

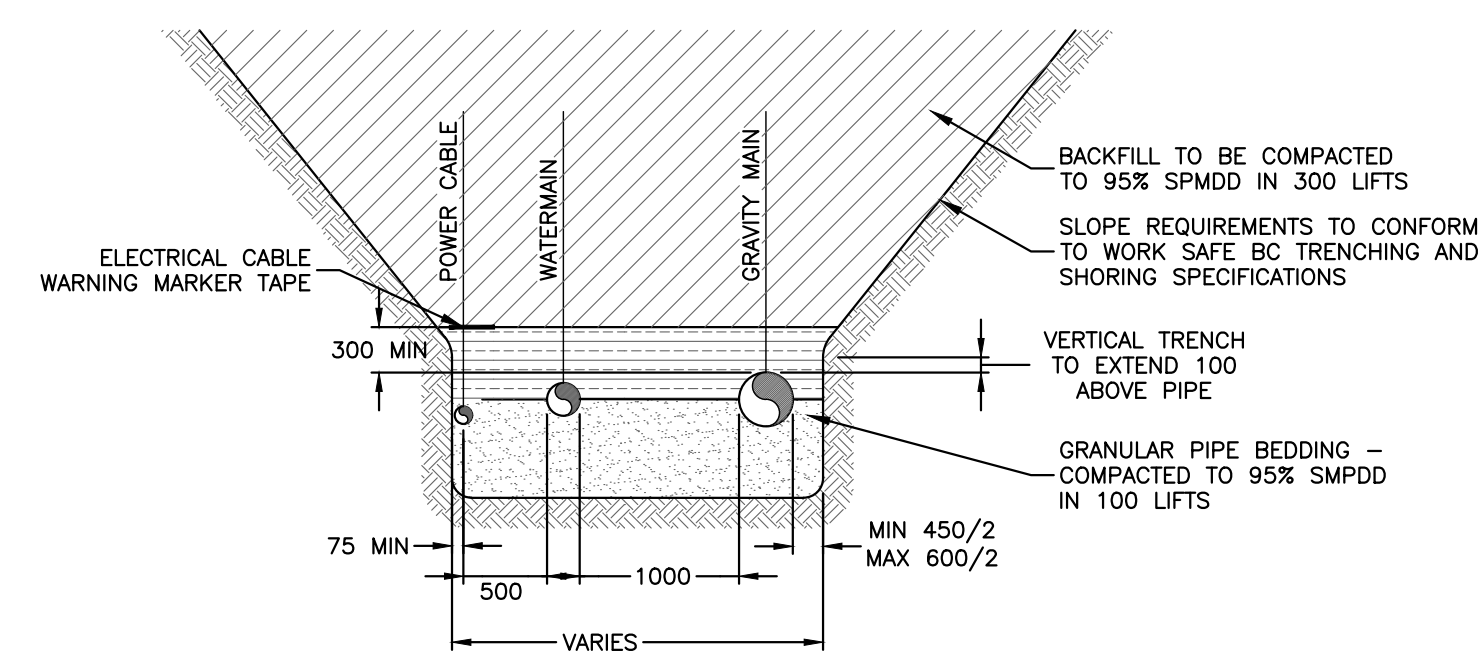
Sheet Number: 6 of 7  
 Project Number: 5464.0001.02  
 Drawing Number: C06  
 Revision: A

NOT FOR CONSTRUCTION

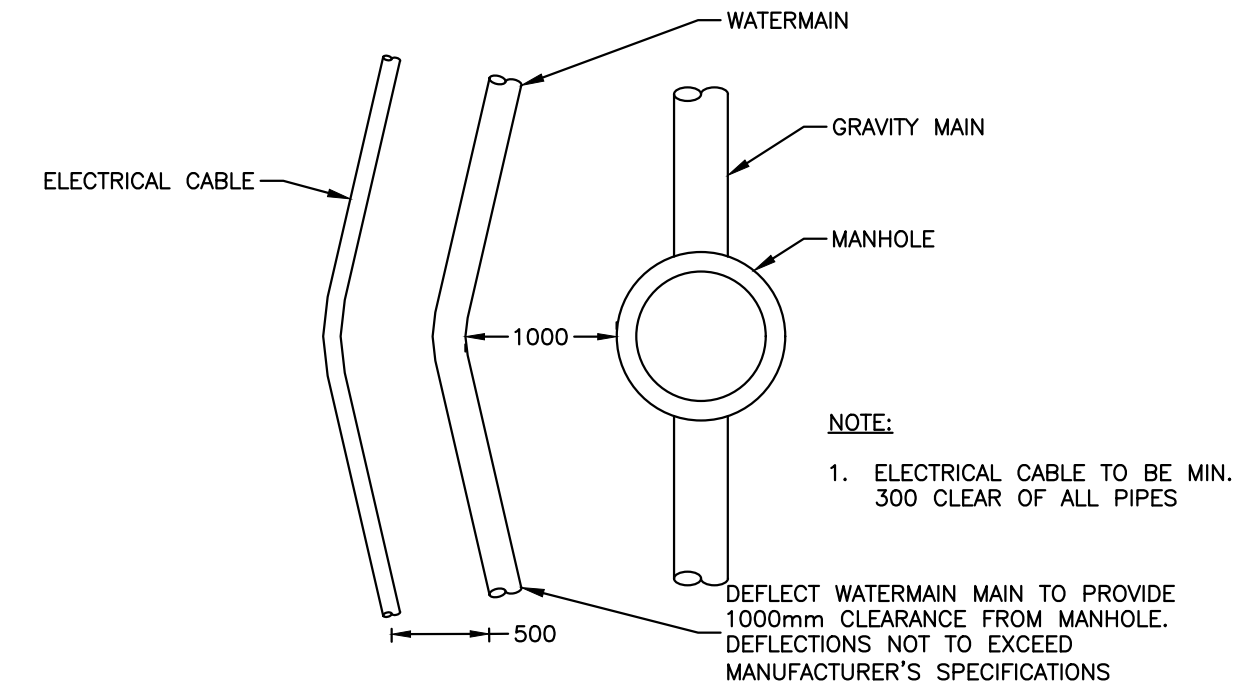
\\us1urbansystems.com\projects\projects\_cy\546410001\02\Design\CAD\20\_Plan & Profile.dwg - C04-PLAN & PROFILE (2) - 2024-12-06 04:50 pm avilliams



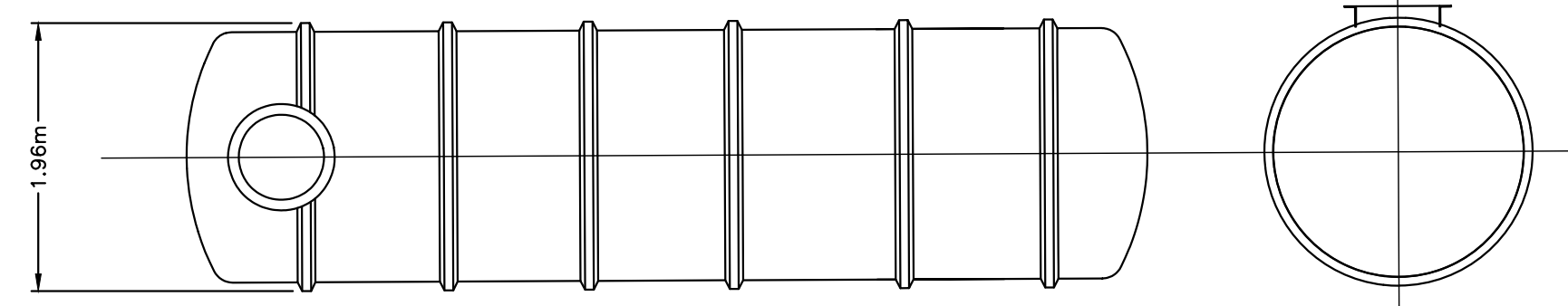
1 TYPICAL PATH SECTION  
N.T.S.



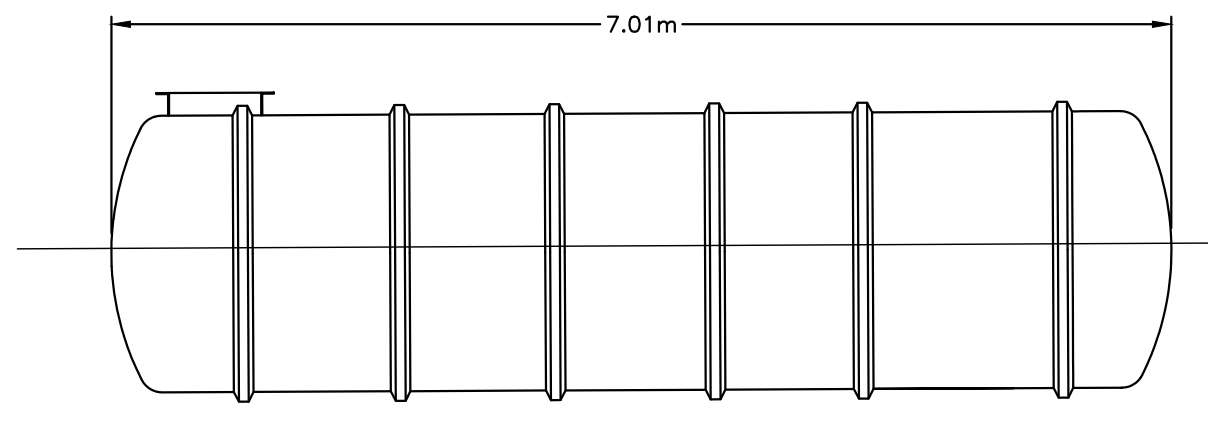
2 POWER CABLE, WATERMAIN & GRAVITY MAIN IN COMMON TRENCH  
N.T.S.



NOTE:  
1. ELECTRICAL CABLE TO BE MIN. 300 CLEAR OF ALL PIPES.  
DEFLECT WATERMAIN MAIN TO PROVIDE 1000mm CLEARANCE FROM MANHOLE. DEFLECTIONS NOT TO EXCEED MANUFACTURER'S SPECIFICATIONS



5 SEPTIC TANK  
N.T.S.



USE "BELL-TITE" PLUGS AND CLAMPS

REDUCER TABLE VALUES BASED ON REDUCTION TO 150

CROSS

TEE (TAPPING OR STANDARD)

TEE

WYE

90° BEND

45° BEND

22-1/2° BEND AND 11-1/4° BEND

OFFSET BEND

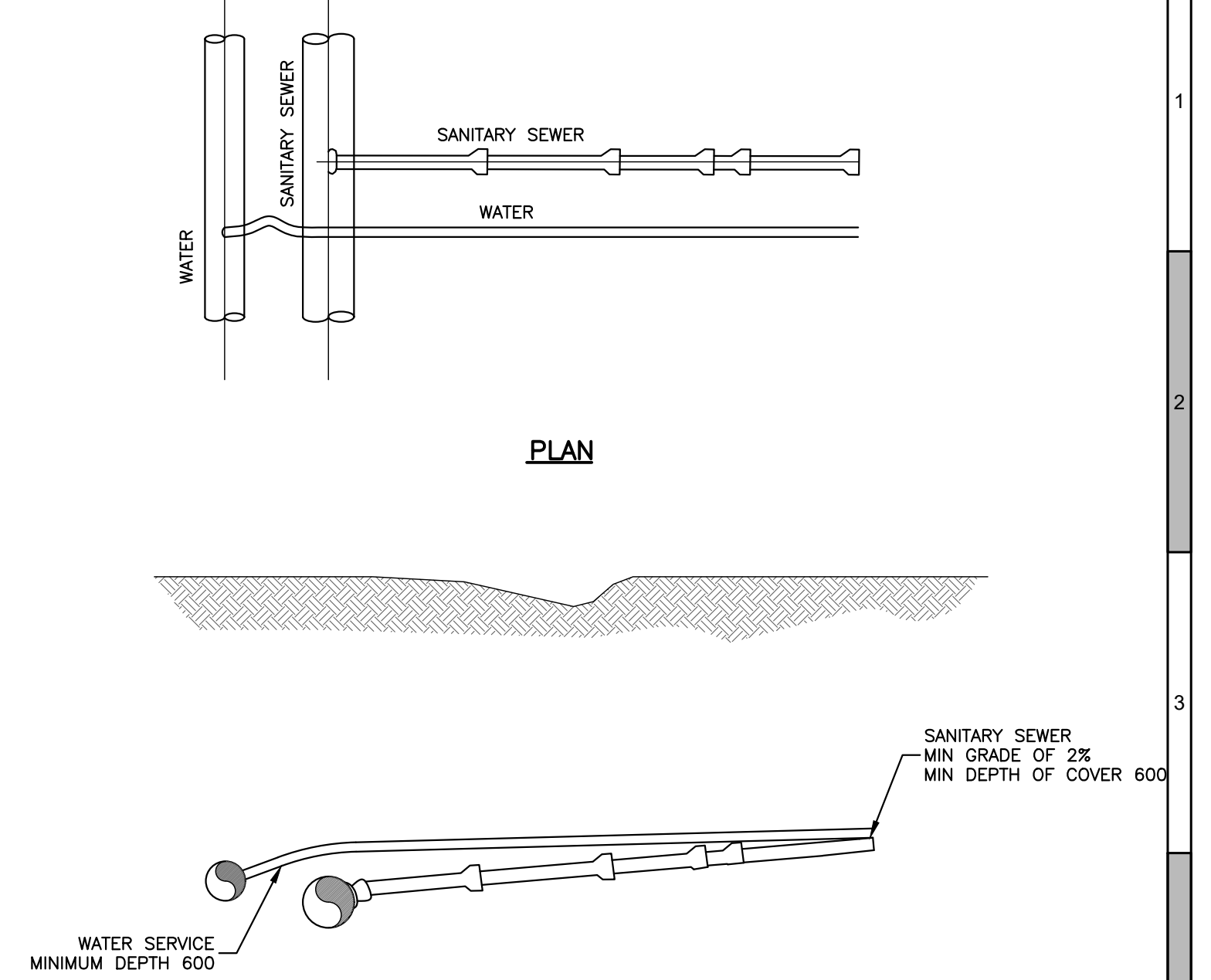
USE "BELL-TITE" PLUG AND CLAMP

VERTICAL BEND

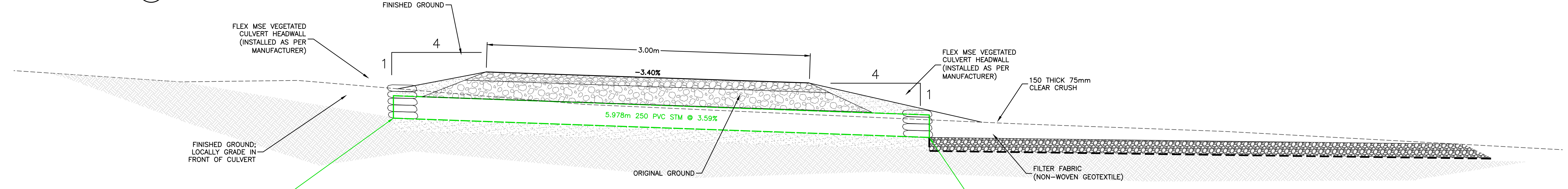
PIPE SIZE	BEARING AREA OF BLOCKS					DESIGN ASSUMPTIONS	
	100	150	200	250	300	400	HYDRAULIC HEAD = 1.38 MPa
1, 4, 11	0.2	0.4	0.7	1.0	1.45	1.9	SOIL BEARING VALUE = 0.096 MPa (MEDIUM SOFT CLAY)
3, 5, 7	0.3	0.55	0.9	1.45	2.05	2.7	
2		0.25	0.5	0.75	1.65	2.3	FOR VERTICAL REACTION BLOCK SIZE SEE DIVISION 2-SITE WORK - SECTION 2C-PRESSURE MAINS AND APPURTENANCES
6, 8	0.15	0.3	0.5	0.8	1.2	1.45	
9	0.1	0.15	0.3	0.45	0.6	0.75	
10	0.3	0.6	1.0	1.2	2.2	2.9	

3 THRUST BLOCK  
N.T.S.

GENERAL NOTE:  
1. EXPOSED GEOTEXTILE SHALL BE TRIMMED BACK MIN 150mm AND BURIED.



4 WATER & SEWER SERVICES  
N.T.S.



A CULVERT CROSSING  
C03 AS SHOWN

\\us1urban-systems.com\projects\projects\_cy\546410001\02\Design\CAD\20\_PROD\SET\05-5464000102-Details.dwg, C05-DETAILS, 2024-12-06 04:51 pm awilliams

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OCTOBER 7, 2024  
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Professional Seals

#	Date	Issue / Revision	App
A	2024-10-07	ISSUED FOR REVIEW	ND

**URBAN SYSTEMS**

Scale: AS SHOWN

Quality Control by: N Dewitt, A Williams, A Williams  
Designed by: A Williams  
Drawn by: A Williams

Saysutshun Island Cabin Infrastructure Detailed Design  
Details

Sheet Number: 7 of 7  
Project Number: 5464.0001.02  
Drawing Number: C07  
Revision: A

NOT FOR CONSTRUCTION



## REQUEST FOR SUPPORT APPLICATION FORM

Date of Request	March 31, 2025
Organization/Group making the request	Wildcoast Ecological Society
Contact Person	Tara Matthews
Address	██████████ Nanaimo BC
Telephone	778-995-7827
Email Address:	admin@wildcoastecological.com
Type of Support Requested (Select one)	<input checked="" type="checkbox"/> Letter of Support in Principle <input type="checkbox"/> In-Kind Contribution <input checked="" type="checkbox"/> Partnership  <i>Note: This policy is not applicable to requests for grant funding by the City, including Permissive Tax Exemption requests, or in-kind funding for facility rentals (see Grants Policy and Guidelines for further details)</i>

### IF APPLICABLE:

Name of grant or program for which you are applying:

Eco Action

Amount of Funding Requested: \$100,000 Grant Due Date: April 10, 2025

Grant Organization: Environment and Climate Change Canada

Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Please provide an executive summary or short narrative that addresses each of the points outlined in the "Council Support policy". Include a draft letter, any supporting documents or materials and a detailed list of other funding partners (if applicable).

Please submit this form, with accompanying materials, to the attention of the Corporate Officer, Legislative Services, City of Nanaimo, 455 Wallace St. Nanaimo, BC V9R 5J6, or by email to: [legislative.servicesoffice@nanaimo.ca](mailto:legislative.servicesoffice@nanaimo.ca).

Respecting Your Privacy

Freedom of Information and Protection of Privacy Act (FOIPPA) – Information collected on this form is done so under the general authority of the *Community Charter* and FOIPPA, and is protected in accordance with FOIPPA. Personal information will only be used by authorized staff to fulfill the purpose for which it was originally collected, or for a use consistent with that purpose. For more information, please visit the Legislative Services Department at 455 Wallace Street, call 250-755-4405, or email [foi@nanaimo.ca](mailto:foi@nanaimo.ca).



# East Wellington Park's Ecosystem Restoration & Wildlife Education Program

---

## 1. Request from a Local Non-Profit or Recognized Organization:

This request is being submitted by **Wildcoast Ecological Society**, a non-profit environmental organization operating across the South Coast of British Columbia, including the City of Nanaimo.

## 2. Contact Information:

**Name:** Tara Matthews

**Title:** Project Manager

**Mailing Address:** [REDACTED], Nanaimo, BC, [REDACTED]

**Email:** admin@wildcoastecological.com

**Phone:** 778-995-7827

## 3. Background Information on the Organization:

Wildcoast Ecological Society, established in 2016, is a not-for-profit organization committed to environmental conservation, research, habitat restoration, and youth education throughout the

South Coast of British Columbia. For the past nine years, we have partnered with local governments, organizations, and schools to deliver impactful ecological programs. Our mission is to restore and protect degraded ecosystems by implementing community-based restoration projects, involving the public in stewardship activities, and supporting efforts that protect ecologically sensitive species and critical habitats.

#### **4. Funding Source of the Proposed Program:**

The proposed program will be funded through a variety of grants. We will be applying for funding from the following sources:

- **EcoAction Community Funding Program** (Federal – 2025/2026)
- **Habitat Conservation Trust Foundation** – Action Grant (2026) and Fish & Wildlife Grant (Fall 2025)
- **Wildlife Habitat Canada** – Conservation Stamp Initiative
- **Pacific Salmon Foundation** – Community Salmon Program (Fall 2025)
- **BC Hydro** – Environmental Grant (April 2025)

#### **5. Services to be Offered:**

Wildcoast Ecological Society will rehabilitate a portion of **East Wellington Park** in Nanaimo, with a focus on improving the riparian habitat along the salmon-bearing **Millstone River**. As outlined in the East Wellington Park Plan, our restoration team will remove invasive plant species from the riverbank and replant with native vegetation. This work will help stabilize the slope, enhance salmon habitat by increasing shade, introduce natural inputs to the stream, and reduce erosion.

We will also deliver a comprehensive **eco-education and stewardship program** in collaboration with **Stream of Dreams Mural Society**, two local schools, and the broader community. Stream of Dreams will facilitate their award-winning “Fish on Fences” watershed education and art program with students, while Wildcoast will host educational field trips and public volunteer events to foster deeper understanding and engagement with local ecosystems.

#### **6. Target Groups and Number of Individuals to be Served:**

The program will serve:

- Approximately **400 students** in grades 4–8 from **Nanaimo Christian School** and **Mountainview Elementary**

- At least **100 community members** through stewardship events and volunteer opportunities

## **7. Timeframes/Dates of Program Administration:**

Pending successful grant funding, **Year 1** of the project will run from **September 2025 to March 31, 2026**.

Planning and preparation activities are already underway.

## **8. Anticipated Outcomes:**

- Increased knowledge among students and community members about ecological restoration, native/invasive species, and riparian ecosystems
- Increased awareness of local native plants through restoration activities and educational signage
- Strengthened community engagement in environmental stewardship through public events and workshops
- Improved habitat for local wildlife and pollinators
- Enhanced stream health and riparian function through slope stabilization, expanded riparian buffer zones, and increased shading

## **9. Proposed Budget (in Detail):**

Category	Cost
In-class education (Stream of Dreams)	\$7,000
On-site education & stewardship (field trips)	\$6,720
Project Manager (10 days @ \$500/day + 5%)	\$5,250
Stewardship Coordinator (5 days @ \$400/day + 5%)	\$2,100
Environmental Technicians (10 days, 4 staff)	\$16,800
Indigenous Knowledge Keeper (1 day)	\$800
Native Plants (300 plants @ \$10/plant)	\$3,000
Materials & Supplies	\$1,750
Administration (10%)	\$3,900
<b>Total Expenses</b>	<b>\$47,320</b>

**In-Kind Contributions:**

- Echo Ecological Enterprises – technical consultation services valued at **\$6,000**

**10. Similar Programs in Nanaimo:**

There are currently **no similar programs** in the Nanaimo area that combine ecological restoration, youth education, and public engagement at this scale.

**11. Other Organizations Applying for the Same Funds:**

To our knowledge, **no other organizations** in the Nanaimo area are applying for these specific funding opportunities for similar work.

**12. Ongoing or Continuing Project – Results from Previous Years:**

While this is a new initiative within Nanaimo, Wildcoast Ecological Society has successfully delivered similar ecological restoration and education projects throughout the Lower Mainland. These projects combined ecological restoration, youth education, community engagement, and biodiversity monitoring. A summary of selected past projects is outlined below:



Project Site	Education Programs	Area Restored	Native Plants Added	Volunteer Events	Public Education Activities	Surveys Completed
Jericho Beach Park	300 children educated	0.75 ha wetland	600	6	1 tree walk, 1 bat walk	Bats, birds, aquatic invertebrates, amphibians
Everett Crowley Park	600 students educated	0.25 ha	580	6	1 tree walk, 1 bat walk, 2 event info booths	Bats, birds, aquatic invertebrates, amphibians
Trout Lake	250 children, youth, and adults educated	0.75 ha	2,000	18	2 bat walks, 2 public presentations, 4 event info booths	Bats, birds, amphibians
Lower MacKay Creek	1,200 children and youth educated	6 ha	6,000	30	15 educational walks and talks with youth and adults	Bats, birds, amphibians, aquatic invertebrates, salmonids

These programs reflect our capacity to successfully plan, implement, and manage integrated ecological and educational initiatives. They also demonstrate our ability to engage large numbers of students, volunteers, and community members while restoring high-value habitat and gathering valuable ecological data.

### 13. Coordination with Other Entities:

This project is being coordinated with the following partners:

- **Stream of Dreams Mural Society** – eco-education and student art programming
- **Echo Ecological Enterprises** – technical support and ecological consultation
- **Local Schools** – including Nanaimo Christian School and Mountainview Elementary
- **Community Members** – through volunteer and stewardship events

**[Your Organization’s Letterhead or Logo]**

[Mailing Address]

[Email Address]

[Phone Number]

[Date]

To Whom It May Concern,

**Re: Letter of Support for Wildcoasts’s East Wellington Park’s Ecosystem Restoration & Wildlife Education Program in Nanaimo**

On behalf of \_\_\_\_\_, I am writing to express our enthusiastic support for the Wildcoast’s East Wellington Park’s Ecosystem Restoration & Wildlife Education Program, a community-based initiative aimed at restoring and enhancing ecological health in the Nanaimo area.

Since its founding in 2016, Wildcoast has worked extensively throughout the South Coast of British Columbia to restore degraded ecosystems and foster environmental stewardship through community engagement. We are exciting for this organization, who is committed to hands-on restoration, research, and youth education, to bring their energy and expertise to the Nanaimo area.

We believe the proposed Nanaimo project is strongly aligned with our mission and regional conservation priorities. By involving local residents, youth, and community partners in ecological restoration efforts, this initiative will build long-term environmental stewardship while addressing urgent biodiversity and habitat challenges in the area.

We are excited by the potential outcomes of this project—including improved habitat for native species, increased public awareness of local ecology, and stronger community connections through meaningful environmental work. \_\_\_\_\_ is pleased to support this initiative and looks forward to potential opportunities for collaboration and knowledge-sharing throughout the course of the project.

Please do not hesitate to contact us if you require any further information or if we can be of assistance in advancing this important work.

Sincerely,

[Full Name]

[Title, eg., Executive Director]

[Organization]



## REQUEST FOR SUPPORT APPLICATION FORM

Date of Request	April 1, 2025
Organization/Group making the request	Loyal Nanaimo Bathtub Society
Contact Person	Wendy Johnson-Reid
Address	75 Front St, Nanaimo, BC V9R 5H9
Telephone	[REDACTED]
Email Address:	[REDACTED]
Type of Support Requested (Select one)	<p><b>Letter of Support in Principle</b></p> <p><i>Note: This policy is not applicable to requests for grant funding by the City, including Permissive Tax Exemption requests, or in-kind funding for facility rentals (see Grants Policy and Guidelines for further details)</i></p>

**IF APPLICABLE:** [Note from Staff: The applicant advised that the amount of funding requested would depend on the total event budget which is yet to be determined]

Name of grant or program for which you are applying: \_\_\_\_\_

Funding Requested: \_\_\_\_\_ Amount of  
 Grant Due Date: \_\_\_\_\_ Grant Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Please provide an executive summary or short narrative that addresses each of the points outlined in the "Council Support policy". Include a draft letter, any supporting documents or materials and a detailed list of other funding partners (if applicable).

Please submit this form, with accompanying materials, to the attention of the Corporate Officer, Legislative Services, City of Nanaimo, 455 Wallace St. Nanaimo, BC V9R 5J6, or by email to: [legislative.servicesoffice@nanaimo.ca](mailto:legislative.servicesoffice@nanaimo.ca).

Respecting Your Privacy

Freedom of Information and Protection of Privacy Act (FOIPPA) – Information collected on this form is done so under the general authority of the *Community Charter* and FOIPPA, and is protected in accordance with FOIPPA. Personal information will only be used by authorized staff to fulfill the purpose for which it was originally collected, or for a use consistent with that purpose. For more information, please visit the Legislative Services Department at 455 Wallace Street, call 250-755-4405, or email [foi@nanaimo.ca](mailto:foi@nanaimo.ca).

Draft letter of support.

I am writing to express the full support of the City of Nanaimo for the Loyal Nanaimo Bathtub Society's grant application for the Destination Events program to assist in funding for the 2025 Marine Festival, July 25 to 27, 2025. This annual festival aligns with our city's ongoing efforts to provide positive, family fun activities in the downtown and waterfront.

The Loyal Nanaimo Bathtub Society has demonstrated a strong commitment to making a positive impact in our community with this being our longest running festival with a lasting, beneficial effect on our residents and visitors. The City of Nanaimo is committed to supporting initiatives that address the needs of our citizens and foster sustainable growth, and we are confident that this project will contribute significantly to those goals.

We respectfully request that you give favorable consideration to this grant application and support the important work that Loyal Nanaimo Bathtub Society is doing in our community. If you require any further information or have questions, please feel free to contact me at [Phone Number] or [Email Address].

Thank you for your attention and consideration.



**INSERT DATE**

Honourable Ravi Parmar, MLA  
Minister of Forests  
PO Box 9049 Stn Prov Govt  
Victoria, BC V8W 9E2

Via email: [FOR.Minister@gov.bc.ca](mailto:FOR.Minister@gov.bc.ca)

Dear Minister Parmar

**Re: Future of our local forest industry**

Despite its recent struggles, the forest industry continues to be a major part of our local economies, providing high-paying jobs while contributing millions of dollars in taxes every year that we use to pay for municipal services and build critical infrastructure. In North Cowichan, the Domtar pulp mill in Crofton and the Western Forest Products sawmills and remanufacturing plant in Cowichan Bay and Chemainus employ 571 workers and contribute \$5.5 million per year in North Cowichan property taxes. In Nanaimo, Harmac Pacific (division of Nanaimo Forest Products Ltd.) employes 360 employees and has contributed \$2.3 million in property taxes in the most recent year (2024).

In the face of softwood lumber duties, U.S. tariffs, and the declining Annual Allowable Cut (AAC), we are increasingly concerned about these companies' ability to continue operating in our communities. We understand that softwood lumber duties and tariffs are beyond your control as Forests Minister, and we appreciate all your advocacy on behalf of forestry communities against these unfair trade practices that are causing so much harm to our local workers and their families.

However, the AAC is within the control of the Ministry of Forests, and based on your government's most recent projections, we are bracing for a continued shortage of fibre that will impact the viability of local pulp mills, sawmills and other forestry operations in communities like ours, while putting union jobs at risk. We are already seeing the effects of the fibre shortage in North Cowichan, where Western Forests Products has announced a two-week shutdown in March and April due to a lack of timber. Your Mandate Letter from Premier David Eby includes as a priority to "Work with all partners, including Indigenous governments, toward ensuring a sustainable land base to enable harvest of 45,000,000 cubic metres per year, while fulfilling our commitment to protect old growth." Yet Budget 2025 projects that in 2025, only 30,000,000 cubic metres will be harvested on Crown land, further declining to 29,000,000 million cubic metres by 2027. Note that in 2024 the AAC was more than 60,000,000 cubic metres.

In response to these concerns, we are calling on your Ministry to undertake the following actions:

- **Commit to the promised AAC of 45,000,000 cubic metres for 2025 and maintain these levels for future years.** We anticipate a continued decline in volume harvested, compounded with softwood lumber duties and U.S. tariffs, will potentially devastate the forest industry and result in the closure of more mills, meaning communities like ours will lose family-supporting jobs and major taxpayers, exacerbating the already high cost of living that our residents are facing. It is critical that industry is given a level of certainty on future fibre supply so that they can plan for investments in existing facilities for the long term. This fibre must be financially viable to ensure the sustainability of our local forestry operations. Although the government has committed to this target, there is currently no plan or timeline to achieve it within this fiscal year or the next. Industry cannot survive with the targets and forecasts published without a clear plan and timeline.
- **Streamline the permit and regulatory processes for timber harvesting.** Your government has made commitments to fast-track approvals for the housing and mining sectors, and we would like to see a similar approach to timber harvesting, with metrics to allow the government and industry to measure success. The backlog of cutting permits and the performance of BC Timber Sales are major concerns. These issues reduce the overall wood availability for sawmills and impact the supply of residual chips, which are vital for the operations of our pulp and paper mills. Prompt resolution of these issues is critical for maintaining a steady log flow.

We appreciate your attention to these matters and would be happy to meet with you, company representatives, and local workers to discuss how to address these concerns and ensure our forestry industry has a stable future in this growing economic uncertainty.

Sincerely

Need sig

Leonard Krog  
Mayor  
City of Nanaimo

Need sig

Rob Douglas  
Mayor  
Municipality of North Cowichan

cc: City of Nanaimo Council  
North Cowichan Council  
Chris Stoicheff, Senior Director of Public Affairs, Domtar  
Brad McCrae, Director, Governmental Relations, Western Forest Products Inc.

CITY OF NANAIMO

BYLAW NO. 7272.05

A BYLAW TO AMEND COUNCIL PROCEDURE BYLAW 2018, NO. 7272

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WHEREAS City Council has enacted Council Procedure Bylaw 2018, No. 7272 under the *Community Charter* to govern the proceedings of Council and its Committee Meetings;

AND WHEREAS Council deems it expedient to amend its Procedure Bylaw.

THEREFORE BE IT RESOLVED that the Council of the City of Nanaimo in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. Title

This Bylaw may be cited as “Council Procedure Bylaw Amendment Bylaw 2025 No. 7272.05”.

2. Amendments

“Council Procedure Bylaw 2018 No. 7272” is hereby amended as follows:

2.1 By adding the following to the Definitions’ section:

“COUNCIL BODY”	means the Council or Committee, as applicable.
“ELECTRONIC DEVICE”	means any device capable of transmitting and/or recording data or audio, including cameras, video recorders, smartphones, cellular phones, computers, laptops, tablets, notebooks, personal digital assistants, or other similar devices.
“INAPPROPRIATE BEHAVIOUR”	means behaviour by a member of the public that obstructs or interferes with the orderly conduct of business at a Council or Committee meeting, including by contravening subsection 16.5.
“PRESENTER”	means a person(s) or organization(s) invited by Council or staff to make a presentation to a Council Body.
“PROHIBITED DISPLAY OF SIGNAGE”	means a display of signage that contravenes any of the requirements set out in Appendix A of this Bylaw.
“PROHIBITED USE OF AN ELECTRONIC DEVICE”	means use of an electronic device by a member of the public that: interferes with the sound system or other technology; interferes with decorum or is inconsistent with orderly conduct of business; generates sound or requires speaking into the device; or to take photographs or record video unless expressly authorized by the Chair.

2.2 By adding the word “sub” in front of the word “section” in sections 4.2, 5.2, 7.2, 8.3, 8.5, 9.2, 9.3, 9.4, 12.3, 12.4, 12.5, 17.4, 20.1, 23.3, 24.2, 24.3, 24.4, 25.3, 27.7, 27.12, 28.3, 46.3, 47.2, 48.1, 51.4, 51.8, 52.2.

2.3 By adding the following after subsection 9.4:

“9.5 Further to subsection 9.4, Committees that do not consist of all members of Council will not have a Question Period.”

2.4 By deleting “he or she” after the word “which” and replacing it with “they” and deleting the words “reading it aloud and” in subsection 11.1.

2.5 By adding the “in writing,” prior to the words “to the Chief Administrative Officer” in subsection 12.4.

2.6 By adding the following after subsection 13.1:

“Presentations

13.2 Council or staff may invite a person(s) or organization(s) to make a presentation to a Council Body.

13.3 A Presenter does not have to request to be a Delegation and is not subject to the speaking limitation.”

2.7 By capitalizing “Tax Roll Review Panel” in subsection 16.2(b) and the word “Variance” in subsection 16.2(c).

2.8 By addition the following after subsection 16.3:

“16.4 Without limiting any other provision of this Bylaw, members of the public shall not engage in Inappropriate Behavior while attending a Council meeting or a meeting referred to in subsection 16.2.

16.5 The following is deemed to constitute Inappropriate Behaviour by a member of the public:

- (a) Disrupting the conduct of business;
- (b) Prohibited Use of an Electronic Device
- (c) Prohibited Display of Signage”

2.9 By deleting section 19 in its entirety and replacing it with the following:

“Delegations

Screening Delegations:

19.1 The Corporate Officer will screen Delegation requests and may do any of the following:

- (a) Schedule the Delegation to a later Council meeting, or Committee meeting as deemed appropriate according to the subject matter of the written request.



- (b) Schedule the Delegation to a Council or Committee meeting as deemed appropriate for Delegations pertaining to Council or Committee agendas as outlined in subsection 19.3 through 19.7.
- (c) Schedule the Delegation to a Council or Committee meeting as deemed appropriate for Delegations not pertaining to Agenda items as outlined in subsection 19.8 through 19.12.
- (d) Refer the matter to the appropriate department if the matter has already been acted upon by Council, or has been referred to staff by Council.
- (e) Refuse to place a Delegation on the Council or Committee agenda if the Delegation has already spoken to Council or the Committee on the same matter and no new significant information is provided.
- (f) When a Delegation is of the opinion that new information regarding a topic has become available for the purpose of a subsequent Delegation on the same topic, as identified in subsection 19.1(e), it is the responsibility of the applicant to prove to the Corporate Officer's satisfaction that any new information is sufficiently substantive to warrant another Delegation on the matter.
  - (i) If the Corporate Officer refuses to place the Delegation on the Council agenda pursuant to subsection 19.1(e), then:
    - (i) the Delegation shall be offered the opportunity to appeal the decision in writing to Council.
    - (ii) the Corporate Officer will distribute the written appeal and copy of the Delegation request to Council via email.
    - (iii) The appeal will be considered when Council is adopting the agenda for the meeting at which the Delegation requested to appear.
    - (iv) If a motion is passed by a unanimous vote of all Council Members present at the start of the meeting, the Delegation may address Council as outlined in subsection 19.12.
- (j) If the Corporate Officer refuses to place the Delegation on the Committee agenda pursuant to section 19.1(e), the Corporate Officer shall offer the Delegation an opportunity to apply as a Delegation to a Council meeting.

Delegations Not Permitted;

- 19.2 Council will not permit a Delegation to address Council regarding the following:
- (a) if the matter relates to a bylaw in respect of which a public or statutory hearing has already been held or a public hearing is prohibited.
  - (b) matters on which the City had commenced legal proceedings and on which judgment has not be rendered;
  - (c) matters for which legal proceedings have commenced against the City on which judgement has not been rendered;
  - (d) publicly tendered contracts or proposal calls for the provision of goods or services for the City between the time that such contract or proposal has been authorized and the time such contract or proposal call has been awarded wither by Council or staff;
  - (e) a hearing pertaining to an application, permit or license which has not yet been considered by Council;
  - (f) other Delegation's requests;
  - (g) solicitation of services or goods;

- (h) matters that are or have been the subject of a claim for damages against the City of Nanaimo;
  - (i) personal or personnel matters about an individual;
  - (j) matters that are outside the mandate or jurisdiction of Council.
  - (k) election campaigning or an election related issue.
  - (l) matters that are contrary to a City policy or legislative requirement.
- These topics may be addressed to the Mayor and Council in writing for a response.

Delegations Pertaining to Council Agenda Items:

- 19.3 A Delegation requesting to appear before Council for a matter that is on the agenda must submit a written request, including an outline on the agenda matter to the Corporate Officer by 11:00 am the Friday prior to the Monday meeting, or in the case of a Committee meeting, 11:00 am the day prior the scheduled meeting.
- 19.4 PowerPoint presentations and/or handout materials from Delegations must be received by the Legislative Services Department by 11:00 am the Friday prior to a Monday meeting. In the case of a Committee that meets on another day, 11:00 am the day prior to the scheduled meeting. No late PowerPoint presentations will be displayed at the meeting. Handouts must not be more than ten pages long.
- 19.5 There shall be no limit to the number of delegations included on the Council Meeting Agenda for items that have been included on the agenda.
- 19.6 A Delegation will be:
- (a) restricted to the subject matter contained in the written request; and
  - (b) limited to five (5) minutes to verbally address Council unless a longer time period is permitted by a motion passed by a unanimous vote of all of the Council members present.
  - (c) despite subsection 19.6 (b), when there are multiple Delegations for the same item on the agenda, Council may, by a motion passed by a majority vote of Council members present, limit the time for Delegations to verbally address Council to three (3) minutes.
- 19.7 Multiple delegations from the same organization or group, regarding the same topic will be combined and treated as a single Delegation with a five-minute time limitation.

Delegations Not Pertaining to Council Agenda Items

- 19.8 A Delegation requesting to appear before Council for a matter that is not on the agenda must submit a written request, including an outline on the agenda matter to the Corporate Officer by 9:00 am, on the Monday the week prior to the Monday meeting. In the case of a Committee that meets on another day, written requests must be received seven calendar days prior to the Committee meeting.
- 19.9 PowerPoint presentations and/or handout materials from Delegations must be received by the Legislative Services Department by 11:00 am the Friday prior to a Monday meeting, or in the case of a Committee that meets on another day,

11:00 am the day prior to the scheduled meeting. No late PowerPoint presentations will be displayed at the meeting. Handouts must not be more than ten pages long.

- 19.10 A maximum of four Delegations will be permitted regarding items not listed on a Council agenda.
- 19.11 The order of Delegations will be the first four received, commencing 14 days prior to the Delegation deadline.
- 19.12 A Delegation will be:
  - (a) restricted to the subject matter contained in the written request; and
  - (b) limited to five (5) minutes to verbally address Council unless a longer time period is permitted by a motion passed by a unanimous vote of all of the Council members present.

Rules for Delegations:

- 19.13 A Council Member will:
  - (a) limit their questions to a Delegation to seek clarification or additional details; and
  - (b) not engage the Delegation in a debate or comment on the merits of the issue.
- 19.14 If a Delegation:
  - (a) speaks disrespectfully to or of any person,
  - (b) fails to adhere to the time limits;
  - (c) engages in improper conduct or address issues not within the written application; or
  - (d) disregards the authority of the Chair to run the meeting.

The Chair may do any of the following:

- (a) ask the Delegation to withdraw the offensive remarks or cease the improper conduct;
  - (b) stop the Delegation from continuing to address Council; or
  - (c) take steps to have the Delegation abide by the Chair's instructions.
- 19.15 If the Delegation fails to comply with the Chair pursuant to section 19.14, the Chair may direct the Delegation to vacate the speaker's podium and return to the public seating area.
  - 19.16 If the Delegation still fails to comply with the Chair's direction pursuant to Section 19.15 then the Chair may expel or exclude a person from a Council meeting in accordance with section 133 of the *Community Charter*."
- 2.10 By deleting references to the words "his or her" in subsection 22.1 (d) and replacing them with the word "their".
  - 2.11 By deleting references to the words "he or she" in subsections 22.1(d)(iii) and 50.3(a) replacing them with the word "they" and deleting the "s" of the word votes.
  - 2.12 Be deleting the word "or" in subsection 23.3(1)(d).

2.13 By adding the following after subsection 23.3(1)(e):

- “; or  
(f) engages in Inappropriate Behaviour”

2.14 By deleting section 27.14 and replacing it with the following;

“27.14 Without limiting subsection 16.4 or 16.5, members of the public who constitute the audience at a meeting shall not disrupt the meeting and shall refrain from any activity that would affect the Council or Committee deliberations, including Inappropriate Behaviour.”

2.15 By deleting the word “He” in subsection 28.3 and replacing it with the word “They”.

2.16 By deleting subsections 50.4, 50.5, and 50.6 and replacing them with the following:

“50.4 The rules outlined in subsection 19 apply to Delegations requesting to appear before a Committee or Taskforce.”

2.17 By deleting section 53.1 and replacing it with the following:

“53.1 When any motion is under consideration, no other motion shall be received, except a motion to:

- (a) **Amend** means changing the words of a motion to add or omit words from the original motion to clarify the wording of the motion;
- (b) **Refer** (to committee or back to staff) – means to send the matter to committee or staff to address details and additional information required in order for the matter to be brought back to a meeting;
- (c) **Table** – means put the main motion temporarily aside to be dealt with within the current meeting or on next meeting Agenda as Other Business. It is not open to debate and suspends all discussions on the original motion. If the motion is not addressed by the next regular meeting, the motion dies;
- (d) **Postpone Indefinitely** – means the matter is disposed of by a majority vote;
- (e) **Postpone to a Certain Time or Date** – means the matter is rescheduled for a vote at a specified time or date; or
- (f) **Call the Question** – means to close debate. Requires 2/3<sup>rd</sup> vote.”

2.18 By deleting section 54.1 and replacing it with the following:

“54.1 A motion may be withdrawn by the mover and seconder of the motion only with consent of all Members present.”

2.19 By adding the following as an Appendix A to the Bylaw:

“Appendix A – Prohibited Display of Signage

1. These provisions apply to all meetings of Council and of the bodies referred to in section 93 of the *Community Charter*, including without limitation:
  - a. Committees;
  - b. Parcel Tax Roll Review Panel;
  - c. Board of Variance; and
  - d. Task Forces
  
2. While attending a meeting governed by this Bylaw, no person shall display signage that:
  - a. Causes a disturbance or interrupts the business of the City;
  - b. Blocks any person’s view of members of Council, a Committee, Board or Task Force at any time;
  - c. Blocks any person’s view of the speaker’s podium while in use;
  - d. Blocks any audio or video equipment belonging to or used by the City for conducting the meeting;
  - e. Blocks any doorway, hallway, aisle or area of access or egress to or from the meeting;
  - f. Consists of sharp or pointed materials that may pose a danger or cause injury; or
  - g. Depicts explicit graphic violence.
  
3. No person shall place or leave signage unattended.
  
4. No person may attach a sign or any part thereof to any walls, fixtures, furniture or equipment.”

PASSED FIRST READING: 2025-FEB-24  
PASSED SECOND READING: 2025-FEB-24  
PASSED THIRD READING: 2025-FEB-24

Notice of intention to proceed with this bylaw was published on the 5<sup>th</sup> day of March 2025 in the *Nanaimo News Bulletin* newspaper, circulating in the City of Nanaimo, and posted on the City of Nanaimo website pursuant to Section 94.2 of the *Community Charter*.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

CITY OF NANAIMO

BYLAW NO. 7381.01

A BYLAW TO AMEND THE RESPECTFUL SPACES BYLAW

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The Municipal Council of the City of Nanaimo in open meeting assembled, ENACTS AS FOLLOWS:

1. Title

This Bylaw may be cited as the “Respectful Spaces Amendment Bylaw 2025 No. 7381.01”.

2. Amendments

“Respectful Spaces Bylaw 2024 No. 7381” is hereby amended as follows:

2.1 By adding the following to the Definitions section:

“ELECTRONIC DEVICE:	means any device capable of transmitting and/or recording data or audio, including cameras, video recorders, smartphones, cellular phones, computers, laptops, tablets, notebooks, personal digital assistants, or other similar devices.”
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2.2 By deleting the word “and” after the words “theft of property” and adding the words “Prohibited Use of an Electronic Device, and” in the “Inappropriate Definition”.

2.3 By deleting the definition of “Municipal Facility” and replacing it with the following:

“MUNICIPAL FACILITY”	means facilities operated or managed by the Municipality and intended for public or Municipal Staff use. This includes, but is not limited to, parks and trails, recreation facilities, staff offices and workspaces, meeting rooms, community meeting spaces, Municipal Hall, and spaces where Municipal Services are provided.
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2.4 By deleting the word “and” prior to the word “volunteer” and deleting the words “but does not include the RCMP and other policy services” after the word “events” in the “Municipal Services” definition.

2.5 By deleting the definition of “Municipal Staff” and replacing it with the following:

“MUNICIPAL STAFF” means a person employed by the Municipality and includes volunteers and contractors authorized to act on behalf of the Municipality, and Municipal Employees that support the RCMP.

2.6 By adding the following to the Definition Section:

“PROHIBITED USE OF AN ELECTRONIC DEVICE” means use that: interferes with the sound system or other technology; interferes with decorum or is inconsistent with orderly conduct of business; or to take photographs or record video where unauthorized.

2.7 By adding an “s” after the word “rule” and deleting the words “Municipal Staff” from the Public Code of Conduct definition.

2.8 By deleting section 5.3 and replacing it with the following:

“5.3 This Bylaw does not apply to the proceedings of Council and Committees for the City, governed by the Council Procedure Bylaw 2018 No. 7272 as amended or replaced.”

2.9 By adding the following to section 6.

“6.4 In addition to or in lieu of responding to an Incident in accordance with the procedures set out in sections 7 through 9 and the Appendices to this Bylaw, the Municipality may deal with a contravention of this Bylaw by bylaw notice.”

2.10 By deleting sections 7.6 and 7.7.

PASSED FIRST READING: 2025-FEB-24  
PASSED SECOND READING: 2025-FEB-24  
PASSED THIRD READING: 2025-FEB-24  
ADOPTED: \_\_\_\_\_

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MAYOR

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CORPORATE OFFICER