

**SPECIAL “IN CAMERA” AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-JAN-27, AT 4:30 P.M.

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1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-DEC-16 at 5:33 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC.

*Pg. 3-5*

4. **PRESENTATIONS:**

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

- (a) Strategic Relations (for discussion purposes when applicable)

7. **COMMUNITY SERVICES:**

(a) **Potential Changes to 9-1-1 Service Delivery**

*Purpose: To provide Council with additional information regarding provision of 9-1-1 service and provide recommended options to pursue for provision of this service.*

**Staff Recommendation:** That Council direct Staff to:

*Pg. 6-24*

1. enter into a contract with EComm 9-1-1 in Vancouver to provide Public Safety Answering Point (PSAP) service; and,
2. communicate with Central Island 9-1-1 service partners (Cowichan Valley Regional District and Nanaimo Regional District) to confirm Nanaimo's intent to enter into a contract with EComm 9-1-1 in Vancouver.

*[Note: Council deferred consideration of this item at its Special "In Camera" Committee of the Whole Meeting held 2014-JAN-20.]*

8. **CORPORATE SERVICES:**

NONE

9. **CORRESPONDENCE:**

NONE

10. **OTHER BUSINESS:**

- (a) Councillor Bestwick – clarification/discussion regarding the process for 2010 IC Release of Information posted on the website in December, 2013.

*[Note: Council deferred consideration of this item at its Special "In Camera" Committee of the Whole Meeting held 2014-JAN-20.]*

11. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR KIPP  
2014-JAN-20 to 2014-MAR-09

# "IN CAMERA"

## City of Nanaimo REPORT TO COUNCIL

DATE OF MEETING: 2014-JAN-20

AUTHORED BY: TOBY SEWARD, DIRECTOR, SOCIAL & PROTECTIVE SERVICES

RE: POTENTIAL CHANGES TO 9-1-1 SERVICE DELIVERY

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### STAFF RECOMMENDATION:

That Council direct staff to

1. enter into a contract with EComm 9-1-1 in Vancouver to provide Public Safety Answering Point (PSAP) service; and
2. communicate with Central Island 9-1-1 service partners (Cowichan Valley Regional District and Nanaimo Regional District) to confirm Nanaimo's intent to enter into a contract with EComm 9-1-1 in Vancouver.

### PURPOSE:

To provide Council with additional information regarding provision of 9-1-1 service and provide recommended options to pursue for provision of this service.

### BACKGROUND:

At its' In-Camera Meetings of 2013-NOV-18 and 2013-DEC-09, Council received staff Information Reports regarding options available for providing 9-1-1 service, also called Public Safety Answering Point (PSAP). Copies of previous reports attached to this report are as follows:

- A. 2013-NOV-18 Council Report (Attachment A);
- B. Financial analysis of 9-1-1 options (Attachment B);
- C. Summary of 9-1-1 options and Advantages & Disadvantages (Attachment C);
- D. 2013-DEC-09 Council Report (Attachment D); and
- E. 9-1-1 Central Island flow-chart of 9-1-1 call answer process (Attachment E).

CUPE has been provided this report as per Article 11 of the Collective Agreement. If Council proceeds with the recommendation, staff are committed to work with CUPE to successfully move to the new delivery model. However, CUPE clearly does not support using EComm to provide 9-1-1 service. It is expected that there will be transitional costs associated with the change to accommodate affected staff by relocating them within the City.

Council  
 Committee  
 Open Meeting  
 In-Camera Meeting  
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2014-JAN-20  
2014-JAN-27

**DISCUSSION:**

Options available for provision of this service are as follows:

1. Maintain the current arrangement by signing the proposed RCMP MOU:
  - a. Sign a Memorandum of Understanding (MOU) with the RCMP to provide 9-1-1 service (PSAP) for a five-year period with a one-year cancellation clause option until further evaluation of 9-1-1 service is completed;
  - b. Communicate with Central Island 9-1-1 service partners (Cowichan Valley Regional District and Nanaimo Regional District) to confirm Nanaimo's intent to sign an MOU with the RCMP and request confirmation that both partners also support continuation of 9-1-1 service through the RCMP at this time; and
  - c. In conjunction with Central Island 9-1-1 service partners, undertake a review to determine the best long-term options for provision of 9-1-1 services and provide a follow-up report to Council in early 2015.
  
2. Contract out the PSAP function to EComm 9-11 in Vancouver:
  - a. Enter into a contract with EComm 9-1-1 in Vancouver to provide Public Safety Answering Point (PSAP) service; and
  - b. Communicate with Central Island 9-1-1 service partners (Cowichan Valley Regional District and Nanaimo Regional District) to confirm Nanaimo's intent to enter into a contract with EComm 9-1-1- in Vancouver.

The option to provide the 9-1-1 service through Fire Comm can be considered in the long term if Council decides to maintain the RCMP 9-1-1 service.

New information that is provided in this report is as follows:

**A. Revised Summary of Financial Impacts of Options for Central Island 9-1-1**

	2013 Budget	Option 1	Option 2
<b>Description</b>	NA	Status Quo (RCMP)	Contract to Vancouver EComm
<b>PSAP expenses (City)</b>	\$632,064 (\$284,429)	\$745,000 (\$335,250)	\$280,000 (\$126,000)
<b>Reason for change in costs</b>	NA	1 new PSAP FTE plus \$25,000 Div Admin costs	Contract to EComm is considerably less expensive
<b>Estimated Next gen E911 cost</b>	NA	Up to \$500,000	No cost

B. Revised timeline from the RCMP to confirm which option the City wishes to pursue

As outlined in previous reports to Council, the RCMP have advised the Central Island 9-1-1 (City of Nanaimo, RDN, and CVRD) that we must sign an MOU with the RCMP by 2013-DEC-31, or the RCMP will serve notice that they will be terminating the service after one year's notice (by 2014-DEC-31).

City staff have had ongoing discussions with the RCMP over the past four months regarding this service. The RCMP have agreed to extend the deadline for response to 2014-JAN-31 to allow time for Council to review this issue and receive feedback from the CVRD and RDN.

If the RCMP were to move their Operational Communications Centre (OCC) to Victoria or Courtenay we anticipate a year's notice although there is no contractual obligation.

C. Regional District of Nanaimo (RDN) position on 9-1-1

The RDN staff have advised that they are preparing a report on 9-1-1 service for consideration at their Board Meeting 2014-JAN-28.

D. Cowichan Valley Regional District (CVRD) position on 9-1-1 service

The CVRD staff have advised that they are preparing a report on 9-1-1 service and they have tentatively scheduled the report to be considered by their Regional Services Committee in late January and their Board in mid-February.

E. Service Impact of Changing to EComm

Currently 9-1-1 calls for the central Vancouver Island area are answered in the Nanaimo RCMP OCC. Callers requiring a fire response are transferred to the Secondary PSAP located within the NFR FireComm and the respective fire department is dispatched from there. Callers requiring ambulance attendance are downstreamed to the BC Ambulance Service dispatch centre who then dispatch an ambulance and notify FireComm if a First Responder is required (in areas where First Responder service exists).

If the 9-1-1 service is contracted to EComm, the call routing from 9-1-1 to either NFR Fire Comm or BC Ambulance Service dispatch will not change. Fire dispatch for the partnership was added in 2003 when the partners consolidated their independent fire dispatching services into an upgraded Nanaimo Fire Rescue (NFR) FireComm.

Police calls are currently handled by the Nanaimo RCMP OCC. Due to the complete integration of the PSAP into the OCC, the same person that answers the 9-1-1 call may also take the complaint and dispatch police members, or if the situation warrants, the call can be downstreamed to other OCC staff who take the complaint and dispatch the police. The Nanaimo OCC is backed up by the Courtenay OCC and vice versa.

If the 9-1-1 service is contracted to EComm, police related calls are downstreamed to the Nanaimo OCC and the dispatch is made locally.

CONCLUSION:

Provision of 9-1-1 service is a complex issue that will likely see a number of revisions in the next few years. These revisions include changes to CAL, new methods to contact 9-1-1, new technological upgrades, possible consolidation of services, pursuit of revenue-neutral services, etc.

Given that the Central island 9-1-1 partnership (City 45%, CVRD 45%, RDN 10%) does not currently have an MOU with the RCMP, the RCMP has requested that by 2014-JAN-31, the partnership either signs the MOU or the RCMP will provide one year notice of termination of their 9-1-1 services.

The City and its partners have two options to pursue:

1. Maintain current service with the RCMP; or
2. Contract service to EComm (Vancouver).

Both options require staff to prepare a follow-up report regarding an adjustment to the call answer levy.

Staff recommend that Council enter into a contract with EComm 9-1-1 in Vancouver to provide PSAP service. This option allows the most cost-effective service, with an established service provider and is recommended because:

1. The cost for delivering this service results in a cost saving of \$209,000 per year;
2. All 9-1-1 calls requiring a Fire response continues to be referred to the Nanaimo Rescue FireComm;
3. All 9-1-1 calls for requiring an ambulance response continues to be routed to the BC Ambulance Service Dispatch; and
4. All 9-1-1 calls for police are routed to the Nanaimo RCMP OCC and dispatched locally.


Respectfully submitted,



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TOBY SEWARD  
DIRECTOR  
SOCIAL & PROTECTIVE SERVICES

Concurrence by:



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TOM HICKEY  
GENERAL MANAGER  
COMMUNITY SERVICES

CITY MANAGER COMMENT:

I concur with the staff recommendation.

# ATTACHMENT A

## "IN CAMERA"

City of Nanaimo

### REPORT TO COUNCIL

DATE OF MEETING: 2013-NOV-18

AUTHORED BY: CRAIG RICHARDSON, DEPUTY CHIEF - OPERATIONS,  
NANAIMO FIRE RESCUE

RE: POTENTIAL CHANGES TO 9-1-1 SERVICE DELIVERY

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#### STAFF RECOMMENDATION:

That Council receive the report,

#### PURPOSE:

To advise Council of potential changes to the Public Safety Answering Point (PSAP) system affecting Nanaimo and central Vancouver Island.

#### SUMMARY:

The Public Safety Answering Point (PSAP) for central Vancouver Island is operated by the Central Island 9-1-1 Service (CI911), a partnership of the Cowichan Valley Regional District, City of Nanaimo and the Regional District of Nanaimo. The partnership was established in 1994 to provide 9-1-1 services within these jurisdictions and is managed for the partners by the City of Nanaimo. Operationally, the PSAP is integrated into the provincially operated Nanaimo RCMP's Operational Communications Centre (OCC).

The Partnership has been advised by the RCMP that the PSAP function is no longer considered part of their core business, but they are willing to continue operating the PSAP for the partnership if the partners are willing to sign a Memorandum of Understanding (MOU) and pay for the service outside of the standard Municipal Police Unit Agreement (MPUA). If the partners do not accept the proposal by 2013-Dec-31, the RCMP has stated they will give notice to cease operating the PSAP effective 2014-Dec-31.

This report explores alternatives available to the partnership, including:

1. maintaining the current arrangement by signing the proposed RCMP MOU;
2. amalgamating the PSAP function into the fire dispatch service in the Nanaimo FireComm centre; or
3. contracting out the PSAP function to E-Comm 9-1-1 in Vancouver.

This report is being presented to Council for information only at this time. Additional research and analysis is being conducted by staff to further evaluate the options in this report and to determine if other short- or long-term options are available. This will be presented in another report in December. The Boards of the other two partners will also be receiving information reports from their staff.

**BACKGROUND:**

The primary Public Safety Answering Point (PSAP) for central Vancouver Island is operated by the Central Island 9-1-1 Service (CI911), a partnership of the Cowichan Valley Regional District (CVRD), City of Nanaimo and the Regional District of Nanaimo (RDN) (for electoral areas A, B & C and the District of Lantzville). The partnership was established on June 12, 1994 to provide PSAP services (9-1-1) within these jurisdictions and is managed for the partners by the City of Nanaimo. Operationally, the PSAP is integrated into the provincially operated Nanaimo RCMP Operational Communications Centre (OCC). Fire dispatch for the partnership was added in 2003 when the partners consolidated their independent fire dispatching services into an upgraded Nanaimo Fire Rescue (NFR) FireComm.

Current funding for the CI911 partnership is split three ways:

City of Nanaimo	45%
Cowichan Valley Regional District	45%
Regional District of Nanaimo	10%

CI911 is one of six 9-1-1 service providers in BC that have arranged for their local RCMP OCC to take the initial 9-1-1 calls. The RCMP have advised all PSAP service providers that the PSAP function is no longer considered part of the RCMP core business but they are willing to continue operating the respective PSAPs if the service providers are willing to sign a Memorandum of Understanding (MOU) and pay for the services outside of the standard Municipal Police Unit Agreement (MPUA). They have requested that each organization sign the MOU by 2013-Dec-31. CI911 is the only service provider that has not signed an MOU with the RCMP.

**DISCUSSION:**

The CI911 PSAP has been operated by the RCMP Nanaimo OCC since the service inception in 1994. CI911 has committed one (1) FTE 9-1-1 Operator per 12 hour shift within the Nanaimo OCC to accommodate 9-1-1 call answering. Thus, four (4) positions rotate around the clock and are augmented by an additional two (2) permanent part-time 9-1-1 Operators who backfill for illness and vacations (for a total of 5.2 FTE municipal positions in the OCC). No formal agreement has ever been signed with the RCMP regarding this service.

CI911 recently participated in a study of 9-1-1 call taking services in conjunction with the other municipal jurisdictions in BC that use an RCMP OCC for their PSAP function. POMAX Consulting Inc. conducted the study (attached as Appendix 'A') for the purpose of reviewing and rationalising the call taking resources required by jurisdictions utilising an RCMP OCC. For central Vancouver Island, the study found that 5.2 FTEs is the correct staffing level for our PSAP.

The catalyst for this discussion is the RCMP's requirement that the CI911 Partnership enter into a MOU in order to maintain the current operation. The following options are presented for Council's consideration:

**Option 1: RCMP OCC continues to operate the central Vancouver Island PSAP**

Currently, 9-1-1 calls for the central Vancouver Island area are answered in the Nanaimo RCMP OCC. Callers requiring a fire response are transferred to the Secondary PSAP located



within the NFR FireComm and the respective fire department is dispatched from there. Callers requiring ambulance attendance are downstreamed to the BC Ambulance Service dispatch centre who then dispatch an ambulance and notify FireComm if a First Responder is required (in areas where First Responder service exists). Police calls are handled by the Nanaimo OCC. Due to the complete integration of the PSAP into the OCC, the same person that answers the 9-1-1 call may also take the complaint and dispatch police members, or if the situation warrants, the call can be downstreamed within the OCC to other OCC staff who take the complaint and dispatch the police. The Nanaimo OCC is backed up by the Courtenay OCC and vice versa.

The RCMP have stated that they are willing to continue operating the central Vancouver Island PSAP; however, they will only do so if the Partnership signs an MOU and begins paying an amount toward the RCMP's cost of managing the PSAP on our behalf (currently estimated to be approximately \$25,000 annually). This agreement would be a 5-year commitment and would be outside of the current Municipal Police Unit Agreement (a.k.a. the police "contract"). The 5.2 FTE municipal positions would continue to be City of Nanaimo employees within the Canadian Union of Public Employees (CUPE) Local 401 bargaining unit. Under this option control of the PSAP function will be transferred to the RCMP and away from the CI911 Partnership. The MOU would extend for 5 years (although can be terminated with one (1) years notice from either party).

The RCMP are also independently reviewing their resourcing needs in the OCC and it is anticipated that they will request an additional FTE primarily to deal with the increasing volume of abandoned 9-1-1 calls.

There are no immediate labour relations implications with this option, as long as the status quo is maintained. Should the RCMP decide to consolidate their Vancouver Island OCCs and move out of Nanaimo, then depending upon the circumstances, this may be characterized as a successorship or contracting out situation in which article 32 of the CUPE Collective Agreement may be triggered.

The 2014 budget for the PSAP service is \$633,000. With the above-noted increases, this cost could rise to \$745,000, with no service improvements. Further, next generation service enhancements, such as 'Text to 9-1-1' will result in additional cost increases that are outside the control of the CI911 Partnership.

**Advantages:**

1. there is no impact on current operations;
2. the RCMP have been a reliable contractor for the 9-1-1 PSAP service since inception;
3. the PSAP function is fully integrated into the police complaint-taking and dispatch functions; and
4. RCMP provides supervision and training for employees in the OCC.

**Disadvantages:**

1. the MOU commits CI911 to a 5-year agreement;
2. potentially increases costs over \$100,000 per year;
3. limited control over policies and service levels;
4. cost of next generation 9-1-1 implementation will be an extra;
5. OCC consolidations could result in jobs leaving Nanaimo; and
6. handling of abandoned calls issue still requires resolution.

**Option 2: Relocate the PSAP function to NFR FireComm**

The C1911 FireComm facility has been planned so that the PSAP function could be accommodated within the same space. There are no technical issues preventing the PSAP from being moved to the FireComm centre. Under this scenario, 9-1-1 calls would be received by the Fire Dispatchers and then downstreamed to Police and Ambulance Secondary PSAPs or dispatched directly to one of the 27 Fire Departments already served by the Partnership.

The FireComm centre has sufficient work space to accommodate the additional positions for 9-1-1 call taking. The existing municipal staff from the Nanaimo OCC would be relocated to FireComm. The labour relations issues around International Association of Firefighters (IAFF) and CUPE would have to be addressed (see below).

Moving the 5.2 FTE municipal employees to FireComm would create a need for additional FireComm oversight and supervision. It is possible that a new management position would have to be created to oversee this service; however, with 3 staff on shift, it is anticipated that up to 0.5 FTE could be saved through improved shift scheduling, thereby offsetting some of the cost of a new management position.

The technical cost of relocating the call taking service will be similar to retaining it at the RCMP OCC. The cost of next generation (NexGen) 9-1-1 upgrades will be borne by C1911 and this is projected to be in the order of \$500,000 over the next several years (although these cannot be substantiated as the technology needs are still unknown).

The vision of consolidating PSAP and fire dispatch into a single service for all of Vancouver Island has guided our upgrades over the past 15 years. Consolidation with North Island 9-1-1 could also bring significant operational savings. Moving call taking into FireComm would be a step along this road and would enhance local and regional service. An Island consolidation; however, will not occur in the short term, as the two other Vancouver Island service providers have not expressed an interest in collaborating this way.

There are other initiatives under way that could benefit from a consolidation of call taking within FireComm. Most importantly are the current Provincial discussions regarding the provision of Emergency Medical Services. If the City were to take a greater role in EMS Services, the integration could reduce overall dispatch times, providing a higher overall service level.

Labour relations implications for this option are that the call taking work currently performed by CUPE employees in the OCC will be integrated with the fire dispatch work performed by the IAFF employees in FireComm. Each will take on the other duties as part of the combined team. In this situation, the Labour Relations Board (LRB) would be asked to make a determination on the appropriate bargaining unit; and the respective collective agreement and wages of that bargaining unit would apply. The likely result is that the CUPE employees would become IAFF members with corresponding wage rates.

**Advantages:**

1. retains the 5.2 FTE jobs in Nanaimo;
2. opportunities to increase functional control and enhance level of service;
3. technology and facilities are already in place; and
4. allows for flexibility to handle current unknowns related to NexGen service requirements.

**Disadvantages:**

1. labour relations impact will require discussions with IAFF and CUPE and the LRB which may create productivity issues and stress relationships during those discussions;
2. will require additional training for existing fire dispatchers and 9-1-1 Operators;
3. costs are status quo with future increases undetermined;
4. increased volume of calls and function (abandoned 9-1-1 calls need to be followed up before forwarding to police);
5. additional CAD costs along with computers; and
6. additional Management staff required.

**Option 3: Contract out the PSAP service**

9-1-1 call taking is an independent function that could readily be relocated to a call centre separate from the RCMP OCC or FireComm. CI911 could contract the call taking to E-Comm 9-1-1 in Vancouver. Technically, it is easy to make this change. Financially, this option provides a significantly lower cost. Functionally, however, there is less opportunity to control or develop procedures specific to the needs of the central Island region and local jobs would be eliminated.

E-Comm 9-1-1 has provided a formal proposal to the CI911 Partnership to operate our PSAP within their call centre in Vancouver. E-Comm 9-1-1 will answer the calls within the accepted National Emergency Number Association (NENA) standards and forward to the appropriate Secondary PSAP (i.e. police, fire, ambulance). They will also provide initial follow up to abandoned calls before forwarding to police.

The proposed solution provides a cost saving in excess of 50% compared to the above two options. E-Comm 9-1-1's cost to provide this service is \$280,000 per year. There is an initial \$16,000 setup fee, plus an inflation allowance in future years. A five-year agreement is required. E-Comm 9-1-1 will meet the same call handling standards that are offered by the OCC.

The E-Comm 9-1-1 proposal also addresses future upgrades for NexGen 9-1-1. CI911 would not be required to provide a large capital investment to implement the new technologies. E-Comm 9-1-1 will incur a \$200,000 capital investment to handle CI911 calls and they are proposing to amortize this cost over the term of the agreement (\$40,000 which is included in the \$280,000 annual fee). By doing this, they will then use the \$40,000 per year (beyond 2018) to fund future upgrades for NexGen 9-1-1 and other technology upgrades. CI911 will be shielded from any new costs required for future technology upgrades. CI911 net Call Answer Levy (CAL) revenues are projected to be \$460,000 for 2014. Accepting this E-Comm 9-1-1 proposal will provide a surplus for this component of 9-1-1 operation, rather than planning for a deficit or rate increase if pursuing Options 1 or 2.

E-Comm 9-1-1 has demonstrated over the past 15 years that they are a reliable emergency call centre and can effectively provide the service that is required. They currently handle approximately 1 million calls per year, so the 56,000 calls from CI911 will have minimal impact on their operational volumes.

Backup and recovery concerns have been addressed in the E-Comm 9-1-1 proposal as well. A hot backup site, also in Vancouver, is available, plus second backup site on Vancouver Island will be available if CI 9-1-1 proceeds with the 5-year agreement.

CI911 will need to enter into a formal agreement with E-Comm that defines the service level, backup and expectations in the event of a major service disruption. CI911 needs to be confident that, in any major disaster or province-wide emergency event that service will continue at the same level as provided to other customers.

Besides contracting to E-Comm 9-1-1, it may also be possible to contract the call taking to North Island 911 Corporation. NI911 already provides backup services for the OCC. This option has not been evaluated, but discussion could be initiated, if so directed.

Labour Relations implications for this option centre on Article 32 of the CUPE Collective Agreement which restricts the City from contracting out if it will result in a staff layoff. Layoff could be avoided if alternate work is found for affected permanent employees at the same rate of pay/same number of hours. This alternative work could be through another organization (i.e. E-Comm); however, since the employees would not be required to accept employment with another employer, the City would need to have back-up position(s) for these employees to move into.

**Advantages:**

1. minor impact on current operations;
2. significantly lower operating costs (in the order of 50%);
3. provides high level of commitment to existing and NexGen services;
4. provides for initial handling of Abandoned Calls before forwarding to police; and
5. existing CAL rate of \$0.47 sufficient to pay for the service.

**Disadvantages:**

1. loss of jobs in Central Island area;
2. labour relations issues around contracting out;
3. loss of control over the provision of this service and service level;
4. loss of local geographic knowledge; and
5. does not align with strategic vision for a consolidated Island 9-1-1 Service.

**POMAX Consulting Inc Report**

POMAX Consulting Inc. was retained by six BC 9-1-1 service providers to review and develop a rationale for the 9-1-1 call taking function within the RCMP OCC of the participating jurisdictions. The objective of the study was to develop a formula to calculate 9-1-1 call taking staff resources for the jurisdictions at various service levels. The participants wanted to verify that the staffing levels provided to the RCMP OCC for the call taking function was at the correct level. Overall, the study shows that the CI PSAP is provided with the correct level of resources to this function.

**Summary of Findings:**


1. The study used an industry standards (NENA) requiring 90% of calls to be answered within 10 seconds, and 95% within 20 seconds. For staffing levels, the telecommunications industry "Erlang C" traffic formula was used.
2. Call data covering a complete year from each call centre was analyzed to provide an overall assessment; along with assessment for each jurisdiction.

3. The average time for a 9-1-1 call is 46 seconds for the call taker to handle. This includes 10 seconds for wrap-up time.
4. Central Island handles 56,000 calls per year; average answer time is 4.9 seconds. Central Island exceeds the NENA standards for call handling, with 95.5% answered within 10 seconds and 98.4% within 20 seconds. This compares favourably to the other jurisdictions.
5. Analysis for Central Island suggests that the minimum staffing level should be 5.0 FTE. Central Island currently provides 5.2 FTE to the RCMP for this function.
6. The analysis identifies that a total of 33.8 FTE are collectively currently allocated to the call taking function at the 5 participating RCMP OCCs that were studied. If these were combined into a single 9-1-1 call taking centre to service the participating jurisdictions, then the total staff requirements could be reduced almost 50% to 16.8 FTEs.


**Conclusion:**

This report and the above options are predicated on CI911 being proactive and making a decision before the imposed RCMP deadline of 2013-Dec-31. CI911 currently does not have a formal written agreement with the RCMP. The RCMP have advised that, if the CI911 Partnership does not respond by 2013-Dec-31, they will provide notice to CI911 to remove the call taking function from the Nanaimo OCC by 2014-Dec-31.

Respectfully submitted,

  
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For C. Richardson  
Deputy Chief - Operations

Concurrence by:

  
\_\_\_\_\_  
T. Seward  
Acting General Manager,  
Community Safety & Development

**CITY MANAGER COMMENT:**

I concur with the staff recommendation.

CITY OF NANAIMO

CI911 Service - cost summary of options

	2012 Actual	2013 Budget	2014 Budget Estimate	RCMP Option 1 2014	FireComm Option 2 2014	E-Comm (Vancouver) Option 3 2014
<b>Call Answer Centre - Police (PSAP)</b>						
Call Centre levy from Telus, Shaw, Rogers	573,326	545,670	550,000	550,000	550,000	550,000
Cell Phone call answer levy	0	0	0	0	0	0
Other Revenue	33,907	12,317	0	0	0	0
<b>Total Revenue</b>	<b>607,233</b>	<b>557,987</b>	<b>550,000</b>	<b>550,000</b>	<b>550,000</b>	<b>550,000</b>
All expenses	503,884	632,064	633,280	745,000	799,280	280,000
<b>Net revenue (net funded from taxes)</b>	<b>103,349</b>	<b>(74,077)</b>	<b>(83,280)</b>	<b>(195,000)</b>	<b>(249,280)</b>	<b>270,000</b>
<b>Call Answer - Fire (NFR FireComm)</b>						
Revenue from CVRD & RDN *	551,576	553,103	571,060	571,060	571,060	571,060
All expenses	1,056,736	1,006,640	1,038,290	1,038,290	1,038,290	1,038,290
<b>Net revenue (net funded from taxes)</b>	<b>(505,160)</b>	<b>(453,537)</b>	<b>(467,230)</b>	<b>(467,230)</b>	<b>(467,230)</b>	<b>(467,230)</b>
<b>Net revenue (cost) of both functions</b>	<b>(401,811)</b>	<b>(527,614)</b>	<b>(550,510)</b>	<b>(662,230)</b>	<b>(716,510)</b>	<b>(197,230)</b>

Cost of Next generation 911 (estimated around \$500,000)

Most Expensive	Fire only	No cost
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\* Revenue from RDN and CVRD is 55% of costs of net 911 costs. Since PSAP is assumed to be at least break-even, the recovery is calculated as 55% of the actual costs of NFR FireComm.

**CITY OF NANAIMO**

**CI911 Service - cost summary of options**

Option 1: effectively the status quo. Costs are higher in PSAP because the RCMP would hire one additional FTE and there is an estimated cost of \$25,000 for Green Timbers.

Option 2: Changes affecting costs are:

- 1) New Fire manager to manage call-centre scheduling = \$120,000
- 2) No additional dispatch staff - may be able to reduce staff by \$88,000 in future
- 3) RCMP ME's would convert to IAFF at 10% higher cost = \$46,000

Option 3: All existing PSAP costs are replaced with a \$280,000 fee for Ecomm Vancouver (\$240,000 operating + \$40,000 capital).

**OTHER FINANCIAL FACTORS:**

Cell phone call answer levy is theoretically revenue neutral, although it would prevent a loss of revenue in future years due to reducing number of land lines.

There is room to increase the Call Answer Levy rate under Options 1 and 2 to reduce the deficit. The surplus created in Option 3 might trigger a discussion about decreasing the rate.

The City has a 911 Reserve with a balance of \$488,000. In Options 1 and 2, it may contribute to the one-time costs for next generation 911, although this may mean that there may not be enough funds to replace other equipment as needed.

**911 SERVICE DELIVERY MODELS**  
**911 Cost Allocations – Nanaimo 45%, CVRD 45%, RDN 10%**

REMAIN AT RCMP	RELOCATE TO FIRE DEPT. (FIRECOMM)	RELOCATE TO VANCOUVER (E-COMM)
<ol style="list-style-type: none"> <li>1. RCMP operating the central Vancouver Island PSAP.</li> <li>2. Only if the Partnership signs an MOU and begins paying an amount toward the RCMP's cost of managing the PSAP on our behalf.</li> <li>3. Agreement would be a 5-year commitment and would be outside of the current Municipal Police Unit Agreement.</li> <li>4. The 5.2 FTE municipal positions would continue to be City of Nanaimo employees within CUPE.</li> <li>5. Under this option, control of the PSAP function will be transferred to the RCMP and away from the CI911 Partnership.</li> <li>6. The MOU would extend for 5 years although can be terminated with one (1) year notice from either party.</li> <li>7. The 2014 budget for the PSAP service is \$633,000 (Nanaimo \$285,000).</li> <li>8. With the above-noted increases, this cost could rise to \$745,000, with no service improvements.</li> <li>9. Next generation service enhancements, such as 'Text to 9-1-1' will result in additional cost increases that are outside the control of the CI911 Partnership.</li> </ol>	<ol style="list-style-type: none"> <li>1. The CI911 FireComm facility has been planned so that the PSAP function could be accommodated within the same space.</li> <li>2. Under this scenario, 9-1-1 calls would be received by the Fire Dispatchers and then downstreamed to Police and Ambulance Secondary PSAPs.</li> <li>3. The existing municipal staff from the Nanaimo OCC would be relocated to FireComm.</li> <li>4. The labour relations issues around International Association of Firefighters (IAFF) and CUPE would have to be addressed (see below).</li> <li>5. The technical cost of relocating the call taking service will be similar to retaining it at the RCMP OCC.</li> <li>6. The cost of next generation (NexGen) 9-1-1 upgrades will be borne by CI911 and this is projected to be in the order of \$500,000 over the next several years.</li> <li>7. Consolidating PSAP and fire dispatch into a single service for all of Vancouver Island could bring significant operational savings.</li> <li>8. Island consolidation will not occur in the short term.</li> </ol>	<ol style="list-style-type: none"> <li>1. CI911 could contract the call taking to E-Comm 9-1-1 in Vancouver.</li> <li>2. Financially, this option provides a significantly lower cost.</li> <li>3. Functionally; there is less opportunity to control or develop procedures specific to the needs of the central Island region and local jobs would be eliminated.</li> <li>4. E-Comm 9-1-1 has provided a formal proposal to the CI911 Partnership to operate our PSAP within their call centre in Vancouver.</li> <li>5. The proposed solution provides a cost saving in excess of 50% compared to the above two options. E-Comm 9-1-1's cost to provide this service is \$280,000 per year.</li> <li>6. A five-year agreement is required. E-Comm 9-1-1 will meet the same call handling standards that are offered by the OCC.</li> <li>7. The E-Comm 9-1-1 proposal also addresses future upgrades for NexGen 9-1-1. CI911 would not be required to provide a large capital investment to implement the new technologies.</li> <li>8. E-Comm 9-1-1 has demonstrated over the past 15 years that they are a reliable emergency call centre.</li> <li>9. Besides contracting to E-Comm 9-1-1, it may also be possible to contract the call taking to North Island 911 Corporation.</li> <li>10. Labour Relations implications for this option centre on Article 32 of the CUPE Collective Agreement which restricts</li> </ol>



REMAIN AT RCMP	RELOCATE TO FIRE DEPT. (FIRECOMM)	RELOCATE TO VANCOUVER (E-COMM)
<p><b>Advantages:</b></p> <ol style="list-style-type: none"> <li>1. there is no impact on current operations;</li> <li>2. the RCMP have been a reliable contractor for the 9-1-1 PSAP service since inception;</li> <li>3. the PSAP function is fully integrated into the police complaint-taking and dispatch functions; and</li> <li>4. RCMP provides supervision and training for employees in the OCC.</li> </ol> <p><b>Disadvantages:</b></p> <ol style="list-style-type: none"> <li>1. the MOU commits C1911 to a 5-year agreement;</li> <li>2. potentially increases costs over \$100,000 per year;</li> <li>3. limited control over policies and service levels;</li> <li>4. cost of next generation 9-1-1 implementation will be an extra;</li> <li>5. OCC consolidations could result in jobs leaving Nanaimo; and</li> <li>6. handling of abandoned calls issue still requires resolution.</li> </ol>	<p><b>Advantages:</b></p> <ol style="list-style-type: none"> <li>1. retains the 5.2 FTE jobs in Nanaimo;</li> <li>2. opportunities to increase functional control and enhance level of service;</li> <li>3. technology and facilities are already in place; and</li> <li>4. allows for flexibility to handle current unknowns related to NexGen service requirements.</li> </ol> <p><b>Disadvantages:</b></p> <ol style="list-style-type: none"> <li>1. labour relations impact will require discussions with IAFF and CUPE and the LRB which may create productivity issues and stress relationships during those discussions;</li> <li>2. will require additional training for existing fire dispatchers and 9-1-1 Operators;</li> <li>3. costs are status quo with future increases undetermined;</li> <li>4. increased volume of calls and function (abandoned 9-1-1 calls need to be followed up before forwarding to police);</li> <li>5. additional CAD costs along with computers; and</li> <li>6. additional Management staff required.</li> </ol>	<p><b>Advantages:</b></p> <ol style="list-style-type: none"> <li>1. minor impact on current operations;</li> <li>2. significantly lower operating costs (in the order of 50%);</li> <li>3. provides high level of commitment to existing and NexGen services;</li> <li>4. provides for initial handling of Abandoned Calls before forwarding to police; and</li> <li>5. existing CAL rate of \$0.47 sufficient to pay for the service.</li> </ol> <p><b>Disadvantages:</b></p> <ol style="list-style-type: none"> <li>1. loss of jobs in Central Island area;</li> <li>2. labour relations issues around contracting out;</li> <li>3. loss of control over the provision of this service and service level;</li> <li>4. loss of local geographic knowledge; and</li> <li>5. does not align with strategic vision for a consolidated Island 9-1-1 Service.</li> </ol>

## ATTACHMENT D

"IN CAMERA"

City of Nanaimo

### REPORT TO COUNCIL

DATE OF MEETING: 2013-DEC-09

AUTHORED BY: TOBY SEWARD, DIRECTOR, SOCIAL & PROTECTIVE SERVICES

RE: POTENTIAL CHANGES TO 9-1-1 SERVICE DELIVERY

---

#### STAFF RECOMMENDATION:

That Council receive the report for information.

#### PURPOSE:

To provide Council with the previous information presented at Council's meeting of 2013-NOV-18 and provide additional information on the financial implications of each 9-1-1 option. Also to advise Council of the request to the RCMP for an extension to the 2013-DEC-31 deadline to make a decision on provision of 9-1-1 Services.

#### DISCUSSION:

Attached for Council's information are:

- A.) 2013 NOV-18 Council Report (Attachment A);
- B.) Financial analysis of 9-1-1 options (Attachment B); and
- C.) Summary of 9-1-1 options and Advantages & Disadvantages (Attachment C).

As noted in the 2013-NOV-18 report to Council, the RCMP has advised that if the City and its partners DO NOT sign a Memorandum of Understanding (MoU) by 2013-DEC-31, the RCMP will provide notice that they will terminate provision of 9-1-1 services as of 2014-DEC-31.

The RCMP has advised staff that they are currently addressing a number of other MoU agreements with partnerships throughout the province, many of which are weighing options similar to Nanaimo. Staff have discussed the issue with the RCMP program manager and have requested a six-month extension to the 2013-DEC-31 deadline. The RCMP has advised that they are meeting internally to discuss the status of MoUs they are pursuing throughout the province, including Nanaimo's request for an extension.

If the RCMP agrees to the extension Nanaimo has requested, the decision on which option to pursue can be delayed until the new year. If the RCMP does not agree to the extension, staff will bring a report forward to Council's meeting 2013-DEC-16, seeking direction on pursuing one of the three options available.

Respectfully submitted,



\_\_\_\_\_  
Toby Seward, Director  
Social & Protective Services

Concurrence by:



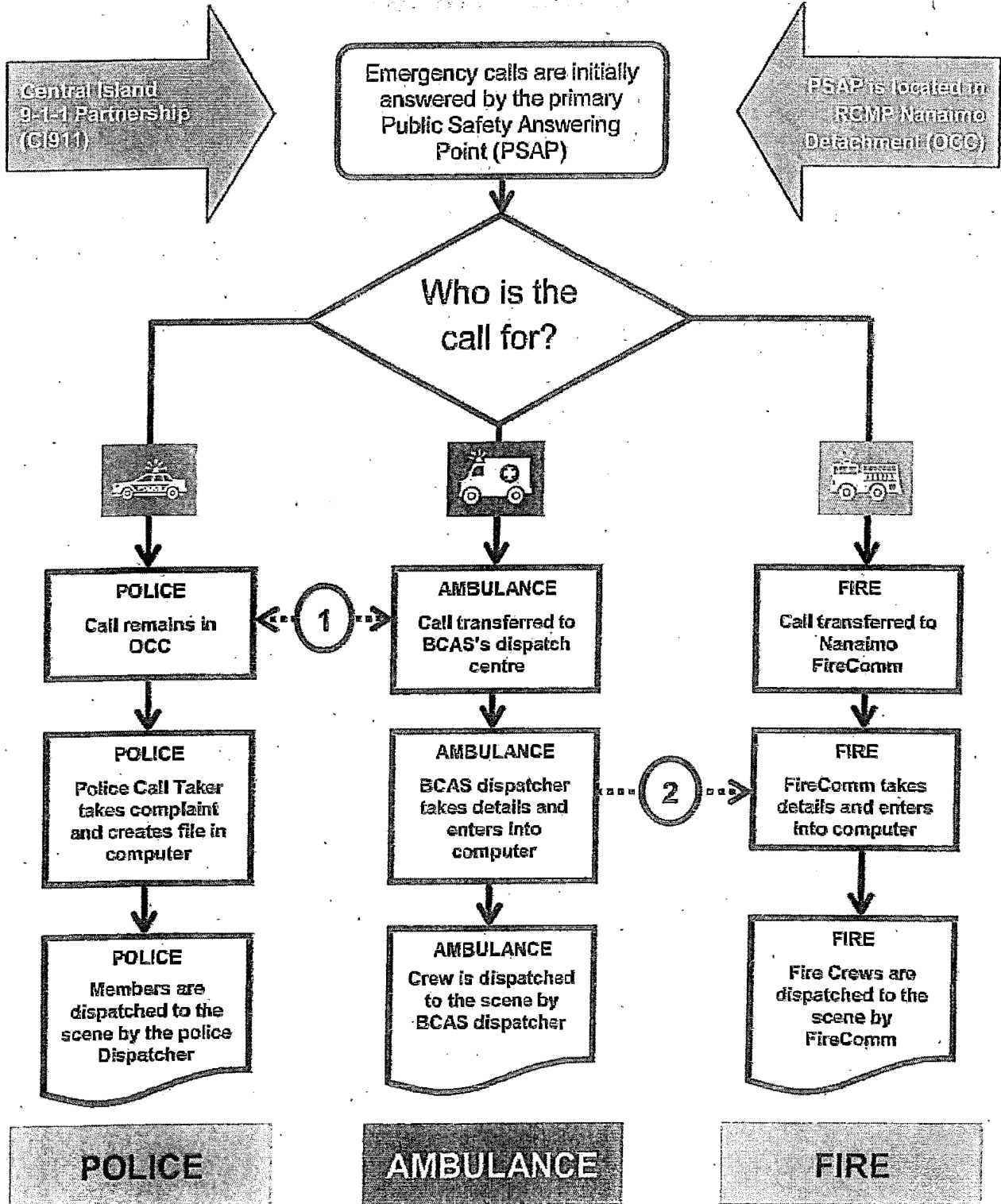
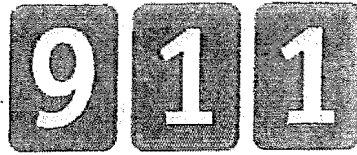
\_\_\_\_\_  
Tom Hickey, General Manager  
Community Services

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2013-DEC-03  
TS/hp

ATTACHMENT E





Central Island

**NOTES:**

1. Once the 9-1-1 operator downstreams a call to BC Ambulance Service (BCAS), they stay on the line to determine if a police response is also necessary. If it is, they initiate a police file and dispatch members as required. If the call does not require police, the 9-1-1 operator disconnects from the call.
2. BCAS also dispatches First Responder units in areas where that service is available.
3. Search and Rescue (SAR) calls on "salt water" are downstreamed to the Rescue Coordination Centre in Victoria.
4. Land based SAR calls are managed by the police with the aid of local volunteer search & rescue organizations.

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-JAN-27, AT 4:33 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson (arrived at 4:39 p.m.)  
Councillor W. L. Bestwick  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor W. B. McKay (arrived at 4:34 p.m.)  
Councillor J. F. K. Pattje

Absent: Councillor M. D. Brennan

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
I. Howat, General Manager of Corporate Services  
T. L. Hartley, Director of Human Resources & Organizational Planning  
(arrived at 4:35 p.m.)  
P. Bradley, Labour Relations Manager (arrived at 4:35 p.m.)  
M. Dietrich, Manager, Police Support Services  
G. Ferrero, Director of Information Technology & Legislative Services  
C. Jackson, Manager, Legislative Services, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 4:33 p.m.

Councillor McKay entered the Douglas Rispin Room at 4:34 p.m.

2. ADOPTION OF AGENDA:

00114 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

00214 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-DEC-16 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

4. ADMINISTRATION:

- (a) Strategic Relations (for discussion purposes when applicable)

Mayor Ruttan advised that he and senior Staff attended a meeting with Chief-Elect Wesley, and outgoing Chief White, of Snuneymuxw First Nation.

Councillor Anderson entered the Douglas Rispin Room at 4:39 p.m.

5. COMMUNITY SERVICES:

- (a) Potential Change to 9-1-1 Service Delivery

Mr. T. Hickey, General Manager of Community Services, Mr. M. Dietrich, Manager, Police Support Services, and Ms. T. Hartley, Director of Human Resources & Organizational Planning provided a presentation regarding the potential change to 9-1-1 Service Delivery.

00514 It was moved and seconded that Council defer consideration of 9-1-1 service delivery to a subsequent "In Camera" meeting where all members of Council are in attendance. The motion carried unanimously.

6. OTHER BUSINESS:

- (a) Council discussion took place regarding the process for 2010 "In Camera" Release of Information posted on the website in December, 2013.

Councillor Bestwick advised that he will be bringing forward a motion regarding the release of "In Camera" information for consideration at a following meeting.

7. ADJOURNMENT:

00614 It was moved and seconded at 6:33 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

---

M A Y O R

CERTIFIED CORRECT:

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CORPORATE OFFICER



**SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
NANAIMO RIVER ROOM B, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
THURSDAY, 2014-FEB-06, AT 3:30 P.M.

---

1. **CALL THE MEETING TO ORDER:**
  
2. **ADOPTION OF AGENDA:**
  
3. **ADMINISTRATION:**
  - (a) Strategic Relations – discussion with members of Nanaimo Port Authority Board regarding Island Ferry Services Ltd.
  
4. **OTHER BUSINESS:**
  
5. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR KIPP  
2014-JAN-20 TO 2014-MAR-09

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
NANAIMO RIVER ROOM B, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
THURSDAY, 2014-FEB-06, AT 3:30 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor J. F. K. Pattje

Absent: Councillor W. B. McKay

Others: Bob Bennie, Chair, Nanaimo Port Authority  
Jeet Manhas, Director, Nanaimo Port Authority  
Richard Ringma, Director, Nanaimo Port Authority  
Merv Unger, Director, Nanaimo Port Authority  
  
Bernie Dumas, President & CEO, Nanaimo Port Authority  
Ian Marr, Vice-President, Nanaimo Port Authority  
Mike Davidson, Manager of Property, Nanaimo Port Authority

Staff: E. C. Swabey, City Manager  
I. Howat, General Manager of Corporate Services  
J. Kemp, Recording Secretary

1. CALL THE MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 3:30 p.m.

2. ADOPTION OF AGENDA:

00714 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADMINISTRATION:

(a) Strategic Relations – discussion with members of the Nanaimo Port Authority Board regarding Island Ferry Services Ltd.

Mayor Ruttan to organize a meeting with Island Ferry Services Ltd., the Nanaimo Port Authority to be represented by Chair Bob Bennie and staff, and the City to be represented by Mayor John Ruttan and staff.

4. ADJOURNMENT:

00814 It was moved and seconded at 4:30 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

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M A Y O R

CERTIFIED CORRECT:

---

CORPORATE OFFICER

**AMENDED SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-FEB-17, AT 4:30 P.M.

---

1. **INTRODUCTION OF LATE ITEMS:**

- Item 10 (b) – Other Business –

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-JAN-27 at 4:33 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC. *Pg. 4-6*
- (b) Minutes of the Special "In Camera" Meeting of Council held Thursday, 2014-FEB-06 at 3:30 p.m. in the Nanaimo River Room B, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC. *Pg. 7-8*

4. **PRESENTATIONS:**

- (a)

5. **MAYOR'S REPORT:**

NONE

6. **CORPORATE SERVICES:**

- (a) **Millstone Sanitary Sewer Upgrade – Proposed Acquisition of a Portion of 1629 Fuller Street**

*Purpose: To obtain Council approval for the partial acquisition of 1629 Fuller Street in support of the Millstone Sanitary Sewer upgrade project.*

Staff Recommendation: That Council:

Pg. 9-12

1. authorize Staff to acquire a portion of 1629 Fuller Street for a purchase price of \$96,600; and
2. authorize the Mayor and Corporate Officer to execute the necessary documents.

(b) **Appointment to the Grants Advisory Committee**

*Purpose: To obtain Council direction to fill a community-at-large vacancy on the Grants Advisory Committee.*

Request for Direction: That Council:

Pg. 13-16

1. appoint Ms. Taryn O'Flanagan to the Grants Advisory Committee for a term ending 2015-MAR-31; OR,
2. direct Staff to re-advertise for members of the public wishing to serve as a community-at-large representative on the Grants Advisory Committee for a term ending 2015-MAR-31.

AND:

3. direct Staff to release this report once Council has appointed a representative to fill the position, with severing of all applications and information related to deliberations regarding the appointment.

(c) **Quarterly Claims Report – Period Ending 2013-DEC-31**

*Purpose: To provide Council with the Quarterly Claims Report for the period ending 2013-DEC-31.*

Staff Recommendation: That Council receive for information the Quarterly Claims Report for the period ending 2013-DEC-31.

Pg. 17-21

7. **ADMINISTRATION:**

(a) **Strategic Relations** (for discussion purposes when applicable)

- Update on Nanaimo Port Authority and Island Ferry Services Ltd. discussion.

8. **COMMUNITY SERVICES:**

NONE

9. **CORRESPONDENCE:**

NONE

10. **OTHER BUSINESS:**

(a)

11. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR KIPP  
2014-JAN-20 TO 2014-MAR-09

**“In Camera”**  
**City of Nanaimo**  
**REPORT TO COUNCIL**

DATE OF MEETING: 2014-FEB-17

AUTHORED BY: BILL CORSAN, MANAGER OF REAL ESTATE &  
PHIL STEWART, DESIGN ENGINEER

RE: MILLSTONE SANITARY SEWER UPGRADE - PROPOSED ACQUISITION OF A  
PORTION OF 1629 FULLER STREET

---

STAFF RECOMMENDATION:

That Council:

1. authorize Staff to acquire a portion of 1629 Fuller Street for a purchase price of \$96,600;  
and
2. authorize the Mayor and Corporate Officer to execute the necessary documents.

PURPOSE:

To obtain Council approval for the partial acquisition of 1629 Fuller Street in support of the Millstone Sanitary Sewer upgrade project.

SUMMARY:

Staff has identified the need to upgrade the Millstone Sanitary Sewer in 2014. The existing right of way runs through a strata development which includes the properties 101 Ishtar Way, 105 Ishtar Way, and 109 Ishtar Way. Due to the proximity of the existing sewer line to the townhouses, the sewer should not be replaced in its existing location. The property owners have indicated they are not willing to grant an additional right of way to the City or cooperate with the City during the construction of this project. Staff has negotiated an offer to purchase with the neighbouring property owner that will allow the sanitary sewer line to be relocated solely to the parcel enabling the project to proceed. The owner of the subject property has agreed to sell a portion of the property to the City for the sum of \$96,600.

BACKGROUND:

In 2012, the Engineering and Public Works Department completed the Millstone Sewer Trunk and Laterals Master Plan. The study reviewed all of the sanitary sewer pipes in this catchment and identified several improvements required to the Millstone Catchment and the Millstone Trunk Sewer. The section of the Millstone Trunk Sewer from Pryde Avenue to Bowen Road was identified as a priority for upgrade due to concerns about its capacity.

Council  
 Committee  
 Open Meeting  
 In-Camera Meeting  
Meeting Date: 2014.Feb.17

The Engineering Department is working with Parks, Recreation and Environment to coordinate the design and construction of a multi-use trail linking Bowen Road & Bowen Park to Buttertubs Marsh. The trail is to be located on the east side of Buttertubs Drive above the existing trunk sewer. The replacement of the trunk sewer and the construction of the trail were combined into one large joint project which now includes sewer upgrades along the entire length of Buttertubs Drive and from Buttertubs Drive to Pryde Avenue, the multi-use trail from Bowen Road to Menzies Ridge Drive, and storm sewer upgrades along Buttertubs Drive. The project is scheduled for construction in the summer of 2014 and funded under DCCS19 Millstone Buttertubs Easement which has received early project approval from Council.

During the design phase of the project, various options were explored for the pipe alignments between the Millstone River and the Pryde Avenue. Replacing the pipe along the existing alignment was not preferred due to the proximity of the pipe to the existing townhouses on Ishtar Way. The next option explored involved re-routing the sewer slightly to the south of the strata buildings. This alignment required the acquisition of right of ways from three residential strata units located on Ishtar Way. These owners were strongly opposed to the City's proposal due to the anticipated major disturbance to their rear yards. In response to the request from the owners to avoid their properties, the design was altered to align the future sewer pipe entirely through the property at 1629 Fuller Street (Attachment A).

The Real Estate Section has secured an agreement with the owner to purchase a portion of the subject property for a purchase price of \$96,600. The purchase price is based on an appraisal dated 2014-JAN-09 as performed by Cunningham and Rivard Appraisals Ltd.

The proposed property acquisition is adjacent to the Millstone River and is contiguous with the City's park holdings around the Buttertubs Marsh. The acquisition of the property not only benefits the City's Millstone Sanitary Sewer but will meet environmental protection values and help preserve the floodplain.

**PROPERTY DETAILS:**

PID: 028-495-128

Legal Description: Lot B, Newcastle Townsite, Section 1, Nanaimo District, Plan EPP 6577

Location: 1629 Fuller Street – South side of Fuller Street between Pryde Avenue & the Millstone River

Lot Size: Parent parcel – irregular - .763 ha (1.887 acres)  
 Partial taking - .513 ha (1.267 acres)

**Next Steps**

If Council direction is given to proceed with this partial acquisition, the following next steps will take place:

2014-FEB-18	Mayor and Corporate Officer sign closing documents
2014-FEB-28	Land is transferred to the City
June 2014	Engineering to issue tender
July 2014	Project to commence



**Strategic Plan Considerations**

The proposal to upgrade the Millstone Sanitary Sewer meets two of the key priorities identified in the 2012-2015 Strategic Plan, including;

Strategy	Potential Strategies and/or Initiatives
Asset Management	<ul style="list-style-type: none"> <li>The replacement of this section of the Millstone Trunk Sewer was identified in a manner which is consistent with the City's asset management guidelines. Combining capital projects as has been done with this project ensures that maximum value is being extracted from the capital project dollars.</li> </ul>
Taking Responsibility	<ul style="list-style-type: none"> <li>Continuing to facilitate change and overall development consistent with vision and plans.</li> </ul>

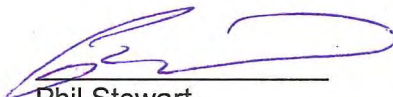
**Recommendations for Release of Information to the Public**

For release upon registration at the Land Title Office.

Respectfully submitted,



Bill Corsan  
MANAGER  
REAL ESTATE

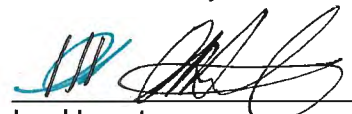


Phil Stewart  
DESIGN ENGINEER  
ENGINEERING

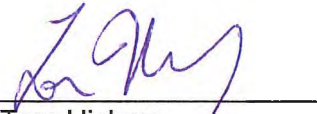


Bob Prokopenko  
ACTING DIRECTOR  
ENGINEERING & PUBLIC  
WORKS

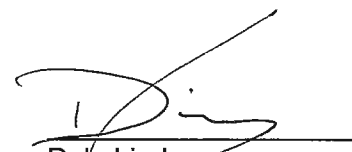
Concurrence by:



Ian Howat  
GENERAL MANAGER  
CORPORATE SERVICES



Tom Hickey  
GENERAL MANAGER  
COMMUNITY SERVICES



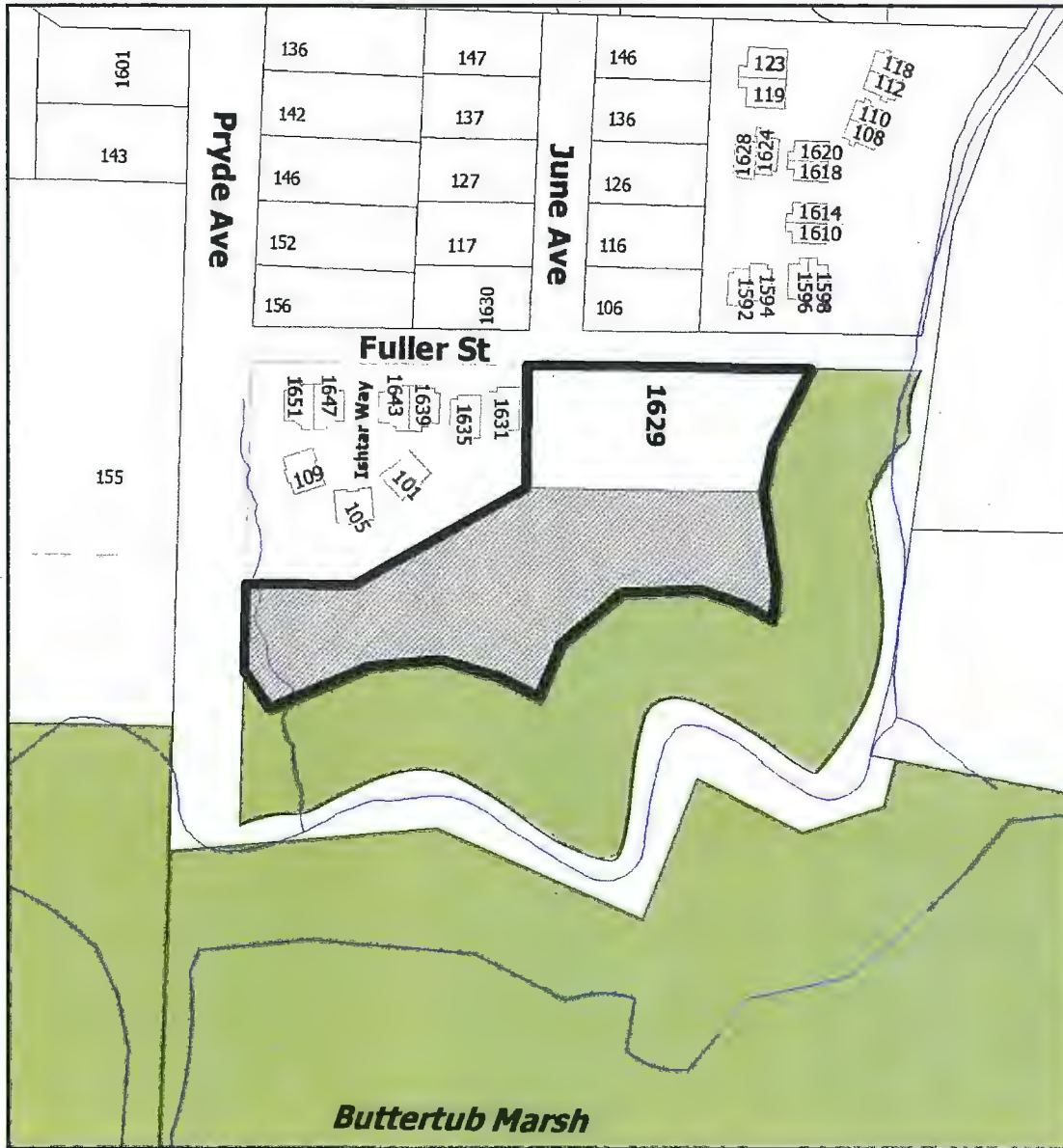
Dale Lindsay  
DIRECTOR  
COMMUNITY  
DEVELOPMENT

**CITY MANAGER COMMENT:**

I concur with the Staff recommendation.

Drafted: 2014-FEB-06  
LD002708  
BC/RS/PS/tl


ATTACHMENT A



**LOCATION PLAN**

Civic: 1629 Fuller Street

 **Subject Property**

 **Area proposed for acquisition (0.513ha)**

# IN CAMERA

## City of Nanaimo REPORT TO COUNCIL

DATE OF MEETING: 2014-FEB-24

AUTHORED BY: CHRIS JACKSON, MANAGER OF LEGISLATIVE SERVICES

RE: APPOINTMENT TO THE GRANTS ADVISORY COMMITTEE

---

### REQUEST FOR DIRECTION:

That Council:

1. appoint Taryn O'Flanagan to the Grants Advisory Committee for a term ending 2015-MAR-31;

OR:

2. direct Staff to re-advertise for members of the public wishing to serve as a community-at-large representative on the Grants Advisory Committee for a term ending 2015-MAR-31.

AND:

3. direct Staff to release this report once Council has appointed a representative to fill the position, with severing of all applications and information related to deliberations regarding the appointment.

### PURPOSE:

To obtain Council direction to fill a community-at-large vacancy on the Grants Advisory Committee.

### BACKGROUND:

Ms. France Tellier recently resigned as a community-at-large representative on the Grants Advisory Committee. Accordingly, Staff advertised for citizens interested in serving on the committee to submit an application for Council's consideration to serve on the Committee for the balance of the term ending 2015-MAR-31.

### DISCUSSION:

The deadline for applications was 2014-FEB-07 and resulted in receipt of one application (attached) from Taryn O'Flanagan.

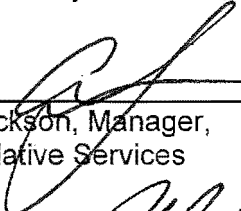
Council  
Committee  
Open Meeting  
In-Camera Meeting  
Meeting Date: 2014. Feb. 17


Staff are seeking Council direction to either appoint Ms. O'Flanagan or to re-advertise for additional applications.

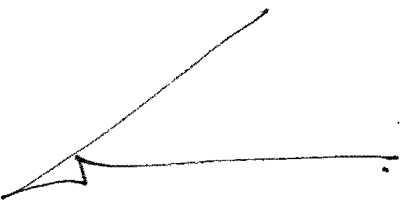
RECOMMENDATION FOR RELEASE OF INFORMATION TO THE PUBLIC:

For immediate release once Council has appointed a representative to fill the position, with severing of all applications and information related to deliberations regarding the appointment.

Respectfully submitted,

  
\_\_\_\_\_  
C. Jackson, Manager,  
Legislative Services

  
\_\_\_\_\_  
I. Howat, General Manager,  
Corporate Services

  
\_\_\_\_\_  
G. Ferrero, Director  
Information Technology & Legislative  
Services

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2014-FEB-11

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-FEB-17, AT 4:30 P.M.

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PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson (arrived at 4:33 p.m.)  
Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Others:

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
I. Howat, General Manager of Corporate Services  
D. Lindsay, Director of Community Development  
R. J. Harding, Director of Parks, Environment & Recreation  
B. Prokopenko, Acting Director of Engineering and Public Works  
P. Stewart, Design Engineer (departed at 5:03 p.m.)  
P. Rosen, Acting Senior Manager of Engineering (departed at 5:03 p.m.)  
P. Cooper, Communications Manager  
G. Ferrero, Director of Information Technology & Legislative Services  
C. Jackson, Manager, Legislative Services  
K. King, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 4:33 p.m.

2. INTRODUCTION OF LATE ITEMS:

(a) Item 10 (b) – Other Business –

3. ADOPTION OF AGENDA:

00914 It was moved and seconded that the Agenda, as amended, be adopted. The motion carried unanimously.

4. ADOPTION OF MINUTES:

01014 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-JAN-27 at 4:33 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

01114 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Thursday, 2014-FEB-06 at 3:30 p.m. in the Nanaimo River Room B, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

5. PRESENTATIONS:

(a)

6. CORPORATE SERVICES:

(a) Millstone Sanitary Sewer Upgrade – Proposed Acquisition of a Portion of 1629 Fuller Street

01214 It was moved and seconded that Council:

1. authorize Staff to acquire a portion of 1629 Fuller Street for a purchase price of \$96,600; and,
2. authorize the Mayor and Corporate Officer to execute the necessary documents.

The motion carried.

Opposed: *Councillor McKay*

01314 It was moved and seconded that Council direct Staff to release the report regarding the Millstone sanitary sewer upgrade proposed acquisition of a portion of 1629 Fuller Street to the public once the property has been registered in the Land Title Office. The motion carried unanimously.

(b) Appointment to the Grants Advisory Committee

01414 It was moved and seconded that Council:

1. appoint Ms. Taryn O'Flanagan to the Grants Advisory Committee for a term ending 2015-MAR-31; and,

2. direct Staff to release this report once Council has appointed a representative to fill the position, with severing of all applications and information related to deliberations regarding the appointment.

The motion carried unanimously.

5. PRESENTATIONS, Continued:

(a)

6. CORPORATE SERVICES, Continued:

(c) Quarterly Claims Report – Period Ending 2013-DEC-31

01514 It was moved and seconded that Council receive for information the Quarterly Claims Report for the period ending 2013-DEC-31. The motion carried unanimously.

7. ADMINISTRATION:

(a) Strategic Relations

8. OTHER BUSINESS:

(a)

(b)

Councillor Greves vacated the Douglas Rispin Room at 6:29 p.m.

Councillor Pattje vacated the Douglas Rispin Room at 6:29 p.m.

9. ADJOURNMENT:

01714 It was moved and seconded at 6:34 p.m. that the "In Camera" Meeting terminate.  
The motion carried unanimously.

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M A Y O R

CERTIFIED CORRECT:

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CORPORATE OFFICER



**AMENDED SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-FEB-24, AT 5:30 P.M.

---

1. **INTRODUCTION OF LATE ITEMS:**

- Item 10 (a) – add Councillor Anderson request for Council authorization for the release of the In Camera "Potential Changes to 9-1-1 Service Delivery report, including all attachments, and Council's resolution considered at the 2014-FEB-03 In Camera Meeting of Council.

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-FEB-17 at 4:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC.

Pg. 3-6

4. **PRESENTATIONS:**

NONE

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

- (a) Strategic Relations (for discussion purposes when applicable)

7. **CORPORATE SERVICES:**

- (a) **Fire Management Compensation – Discussion**

*Please note this report will be distributed separately to Council.*

- (b) **Release of 2011 In Camera Meeting Information**

*Purpose: To obtain Council direction for the release of information considered at 2011 In Camera Council or Committee of the Whole meetings, where it is determined that there is no longer a requirement to keep the information confidential.*

Staff Recommendation: That Council:

Pg. 7-18

1. direct Staff to release, in whole or in part, 2011 Council and Committee of the Whole "In Camera" agendas, reports and minutes, by publishing on the City's website the items identified in Attachment A of the report as having been previously made public or where the requirement for confidentiality has passed, in accordance with Council Policy "*Routine Release of "In Camera" Resolutions and Related Reports and Information*"; and,
2. authorize the immediate release of this report following severing of Attachment A and that Attachment A be kept permanently confidential.

8. **COMMUNITY SERVICES:**

NONE

9. **CORRESPONDENCE:**

NONE

10. **OTHER BUSINESS:**

- (a) Councillor Anderson request for Council authorization for the release of the In Camera "Potential Changes to 9-1-1 Service Delivery report, including all attachments, and Council's resolution considered at the 2014-FEB-03 In Camera Meeting of Council.

Pg. 19-

11. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR KIPP

2014-JAN-20 to 2014-MAR-09

# IN CAMERA

## City of Nanaimo

### REPORT TO COUNCIL

DATE OF MEETING: 2014-FEB-24

AUTHORED BY: CHRIS JACKSON, MANAGER OF LEGISLATIVE SERVICES

RE: RELEASE OF 2011 IN CAMERA MEETING INFORMATION

---

STAFF RECOMMENDATION: That Council:

1. direct Staff to release, in whole or in part, 2011 Council and Committee of the Whole "In Camera" agendas, reports and minutes, by publishing on the City's website the items identified in Attachment A of the report as having been previously made public or where the requirement for confidentiality has passed, in accordance with Council Policy "Routine Release of "In Camera" Resolutions and Related Reports and Information"; and,
2. authorize the immediate release of this report following severing of Attachment A and that Attachment A be kept permanently confidential.

PURPOSE:

To obtain Council direction for the release of information considered at 2011 In Camera Council or Committee of the Whole meetings, where it is determined that there is no longer a requirement to keep the information confidential.

BACKGROUND:

At the Committee of the Whole Meeting held 2013-FEB-04, Council passed the following resolutions:

It was moved and seconded that Council direct Staff to prepare a report with options that enables Council to release "In Camera" Minutes that are no longer sensitive or confidential. The motion carried unanimously.

It was moved and seconded that Council direct Staff to prepare a report on the release of "In Camera" Minutes that are no longer sensitive or confidential for 2010, 2011 and 2012 for consideration by Council. The motion carried unanimously.

Attached is a summary of all In Camera meeting information for 2011 (Attachment A). Staff have completed a review of the material to determine what information is still required to be kept confidential and what documents may be released or released with some severing of detail required in accordance with Council Policy and the *Freedom of Information and Protection of Privacy Act (FOIPPA)*. The items have been colour coded as follows:

Council  
 Committee.....  
 Open Meeting  
 In-Camera Meeting  
Meeting Date: 2014-FEB-24

- green – can be released in it's entirety;
- yellow – some severing required;
- red – should not be released.

For the review of 2010 IC information for release to the public, Staff first created the summary that was attached to the report, then proceeded with the severing of the actual documents. For the 2011 IC information (and subsequent years), Staff have done the severing/review of all the documents first to provide a more accurate accounting of the recommended severing in the summary attached to this report.

Pursuant to Section 23 of *FOIPPA*, when considering release of information containing third party information, the third party must be advised of the intended release of the information and provided an opportunity to respond. In the case where the "In Camera" information under review for release contains third party information, rather than advising all third parties and following this process, Staff have severed the information under the appropriate section of *FOIPPA*. This process does not preclude members of the public from requesting this information by way of an FOI request for records.

#### STRATEGIC PLAN IMPLICATIONS:

In Council's Strategic Plan, the Operating Philosophy states that Council is taking responsibility to be an excellent municipal government for Nanaimo, which is identified as a strategic priority for Council. Transparency is a key component of taking responsibility. One of the outcomes to assist in transparency was to develop policies around the release of "In Camera" information. As well as the issue of transparency, another component of taking responsibility is the requirement to protect our citizens and business partners' interests, where appropriate.

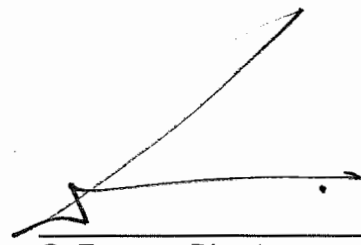
#### RECOMMENDATION FOR RELEASE OF INFORMATION TO THE PUBLIC:

For immediate release following severing of Attachment A and that Attachment A be kept permanently confidential.

Respectfully submitted,

  
\_\_\_\_\_  
C. Jackson, Manager,  
Legislative Services

  
\_\_\_\_\_  
I. Howat, General Manager,  
Corporate Services

  
\_\_\_\_\_  
G. Ferrero, Director  
Information Technology & Legislative  
Services

#### CITY MANAGER COMMENT:

I concur with the staff recommendation.

# "IN CAMERA"

City of Nanaimo

## REPORT TO COUNCIL

DATE OF MEETING: 2014-JAN-20

AUTHORED BY: TOBY SEWARD, DIRECTOR, SOCIAL & PROTECTIVE SERVICES

RE: POTENTIAL CHANGES TO 9-1-1 SERVICE DELIVERY

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### STAFF RECOMMENDATION:

That Council direct staff to

1. enter into a contract with EComm 9-1-1 in Vancouver to provide Public Safety Answering Point (PSAP) service; and
2. communicate with Central Island 9-1-1 service partners (Cowichan Valley Regional District and Nanaimo Regional District) to confirm Nanaimo's intent to enter into a contract with EComm 9-1-1 in Vancouver.

### PURPOSE:

To provide Council with additional information regarding provision of 9-1-1 service and provide recommended options to pursue for provision of this service.

### BACKGROUND:

At its' In-Camera Meetings of 2013-NOV-18 and 2013-DEC-09, Council received staff Information Reports regarding options available for providing 9-1-1 service, also called Public Safety Answering Point (PSAP). Copies of previous reports attached to this report are as follows:

- A. 2013-NOV-18 Council Report (Attachment A);
- B. Financial analysis of 9-1-1 options (Attachment B);
- C. Summary of 9-1-1 options and Advantages & Disadvantages (Attachment C);
- D. 2013-DEC-09 Council Report (Attachment D); and
- E. 9-1-1 Central Island flow-chart of 9-1-1 call answer process (Attachment E).

CUPE has been provided this report as per Article 11 of the Collective Agreement. If Council proceeds with the recommendation, staff are committed to work with CUPE to successfully move to the new delivery model. However, CUPE clearly does not support using EComm to provide 9-1-1 service. It is expected that there will be transitional costs associated with the change to accommodate affected staff by relocating them within the City.

Council  
 Committee  
 Open Meeting  
 In-Camera Meeting  
"IC" CWJ  
2014-JAN-20  
2014-JAN-27

**DISCUSSION:**

Options available for provision of this service are as follows:

1. Maintain the current arrangement by signing the proposed RCMP MOU:
  - a. Sign a Memorandum of Understanding (MOU) with the RCMP to provide 9-1-1 service (PSAP) for a five-year period with a one-year cancellation clause option until further evaluation of 9-1-1 service is completed;
  - b. Communicate with Central Island 9-1-1 service partners (Cowichan Valley Regional District and Nanaimo Regional District) to confirm Nanaimo's intent to sign an MOU with the RCMP and request confirmation that both partners also support continuation of 9-1-1 service through the RCMP at this time; and
  - c. In conjunction with Central Island 9-1-1 service partners, undertake a review to determine the best long-term options for provision of 9-1-1 services and provide a follow-up report to Council in early 2015.
  
2. Contract out the PSAP function to EComm 9-11 in Vancouver:
  - a. Enter into a contract with EComm 9-1-1 in Vancouver to provide Public Safety Answering Point (PSAP) service; and
  - b. Communicate with Central Island 9-1-1 service partners (Cowichan Valley Regional District and Nanaimo Regional District) to confirm Nanaimo's intent to enter into a contract with EComm 9-1-1- in Vancouver.

The option to provide the 9-1-1 service through Fire Comm can be considered in the long term if Council decides to maintain the RCMP 9-1-1 service.

New information that is provided in this report is as follows:

**A. Revised Summary of Financial Impacts of Options for Central Island 9-1-1**

	2013 Budget	Option 1	Option 2
<b>Description</b>	NA	Status Quo (RCMP)	Contract to Vancouver EComm
<b>PSAP expenses (City)</b>	\$632,064 (\$284,429)	\$745,000 (\$335,250)	\$280,000 (\$126,000)
<b>Reason for change in costs</b>	NA	1 new PSAP FTE plus \$25,000 Div Admin costs	Contract to EComm is considerably less expensive
<b>Estimated Next gen E911 cost</b>	NA	Up to \$500,000	No cost

- B. Revised timeline from the RCMP to confirm which option the City wishes to pursue  
As outlined in previous reports to Council, the RCMP have advised the Central Island 9-1-1 (City of Nanaimo, RDN, and CVRD) that we must sign an MOU with the RCMP by 2013-DEC-31, or the RCMP will serve notice that they will be terminating the service after one year's notice (by 2014-DEC-31).

City staff have had ongoing discussions with the RCMP over the past four months regarding this service. The RCMP have agreed to extend the deadline for response to 2014-JAN-31 to allow time for Council to review this issue and receive feedback from the CVRD and RDN.

If the RCMP were to move their Operational Communications Centre (OCC) to Victoria or Courtenay we anticipate a year's notice although there is no contractual obligation.

- C. Regional District of Nanaimo (RDN) position on 9-1-1  
The RDN staff have advised that they are preparing a report on 9-1-1 service for consideration at their Board Meeting 2014-JAN-28.
- D. Cowichan Valley Regional District (CVRD) position on 9-1-1 service  
The CVRD staff have advised that they are preparing a report on 9-1-1 service and they have tentatively scheduled the report to be considered by their Regional Services Committee in late January and their Board in mid-February.

- E. Service Impact of Changing to EComm  
Currently 9-1-1 calls for the central Vancouver Island area are answered in the Nanaimo RCMP OCC. Callers requiring a fire response are transferred to the Secondary PSAP located within the NFR FireComm and the respective fire department is dispatched from there. Callers requiring ambulance attendance are downstreamed to the BC Ambulance Service dispatch centre who then dispatch an ambulance and notify FireComm if a First Responder is required (in areas where First Responder service exists).

If the 9-1-1 service is contracted to EComm, the call routing from 9-1-1 to either NFR Fire Comm or BC Ambulance Service dispatch will not change. Fire dispatch for the partnership was added in 2003 when the partners consolidated their independent fire dispatching services into an upgraded Nanaimo Fire Rescue (NFR) FireComm.

Police calls are currently handled by the Nanaimo RCMP OCC. Due to the complete integration of the PSAP into the OCC, the same person that answers the 9-1-1 call may also take the complaint and dispatch police members, or if the situation warrants, the call can be downstreamed to other OCC staff who take the complaint and dispatch the police. The Nanaimo OCC is backed up by the Courtenay OCC and vice versa.

If the 9-1-1 service is contracted to EComm, police related calls are downstreamed to the Nanaimo OCC and the dispatch is made locally.

#### CONCLUSION:

Provision of 9-1-1 service is a complex issue that will likely see a number of revisions in the next few years. These revisions include changes to CAL, new methods to contact 9-1-1, new technological upgrades, possible consolidation of services, pursuit of revenue-neutral services, etc.

Given that the Central island 9-1-1 partnership (City 45%, CVRD 45%, RDN 10%) does not currently have an MOU with the RCMP, the RCMP has requested that by 2014-JAN-31, the partnership either signs the MOU or the RCMP will provide one year notice of termination of their 9-1-1 services.

The City and its partners have two options to pursue:

1. Maintain current service with the RCMP; or
2. Contract service to EComm (Vancouver).

Both options require staff to prepare a follow-up report regarding an adjustment to the call answer levy.

Staff recommend that Council enter into a contract with EComm 9-1-1 in Vancouver to provide PSAP service. This option allows the most cost-effective service, with an established service provider and is recommended because:

1. The cost for delivering this service results in a cost saving of \$209,000 per year;
2. All 9-1-1 calls requiring a Fire response continues to be referred to the Nanaimo Rescue FireComm;
3. All 9-1-1 calls for requiring an ambulance response continues to be routed to the BC Ambulance Service Dispatch; and
4. All 9-1-1 calls for police are routed to the Nanaimo RCMP OCC and dispatched locally.

Respectfully submitted,



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TOBY SEWARD  
DIRECTOR  
SOCIAL & PROTECTIVE SERVICES

Concurrence by:



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TOM HICKEY  
GENERAL MANAGER  
COMMUNITY SERVICES

CITY MANAGER COMMENT:

I concur with the staff recommendation.



# ATTACHMENT A

"IN CAMERA"

City of Nanaimo

## REPORT TO COUNCIL

DATE OF MEETING: 2013-NOV-18

AUTHORED BY: CRAIG RICHARDSON, DEPUTY CHIEF - OPERATIONS,  
NANAIMO FIRE RESCUE

RE: POTENTIAL CHANGES TO 9-1-1 SERVICE DELIVERY

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### STAFF RECOMMENDATION:

That Council receive the report,

### PURPOSE:

To advise Council of potential changes to the Public Safety Answering Point (PSAP) system affecting Nanaimo and central Vancouver Island.

### SUMMARY:

The Public Safety Answering Point (PSAP) for central Vancouver Island is operated by the Central Island 9-1-1 Service (CI911), a partnership of the Cowichan Valley Regional District, City of Nanaimo and the Regional District of Nanaimo. The partnership was established in 1994 to provide 9-1-1 services within these jurisdictions and is managed for the partners by the City of Nanaimo. Operationally, the PSAP is integrated into the provincially operated Nanaimo RCMP's Operational Communications Centre (OCC).

The Partnership has been advised by the RCMP that the PSAP function is no longer considered part of their core business, but they are willing to continue operating the PSAP for the partnership if the partners are willing to sign a Memorandum of Understanding (MOU) and pay for the service outside of the standard Municipal Police Unit Agreement (MPUA). If the partners do not accept the proposal by 2013-Dec-31, the RCMP has stated they will give notice to cease operating the PSAP effective 2014-Dec-31.

This report explores alternatives available to the partnership, including:

1. maintaining the current arrangement by signing the proposed RCMP MOU;
2. amalgamating the PSAP function into the fire dispatch service in the Nanaimo FireComm centre; or
3. contracting out the PSAP function to E-Comm 9-1-1 in Vancouver.

This report is being presented to Council for information only at this time. Additional research and analysis is being conducted by staff to further evaluate the options in this report and to determine if other short- or long-term options are available. This will be presented in another report in December. The Boards of the other two partners will also be receiving information reports from their staff.

**BACKGROUND:**

The primary Public Safety Answering Point (PSAP) for central Vancouver Island is operated by the Central Island 9-1-1 Service (CI911), a partnership of the Cowichan Valley Regional District (CVRD), City of Nanaimo and the Regional District of Nanaimo (RDN) (for electoral areas A, B & C and the District of Lantzville). The partnership was established on June 12, 1994 to provide PSAP services (9-1-1) within these jurisdictions and is managed for the partners by the City of Nanaimo. Operationally, the PSAP is integrated into the provincially operated Nanaimo RCMP Operational Communications Centre (OCC). Fire dispatch for the partnership was added in 2003 when the partners consolidated their independent fire dispatching services into an upgraded Nanaimo Fire Rescue (NFR) FireComm.

Current funding for the CI911 partnership is split three ways:

City of Nanaimo	45%
Cowichan Valley Regional District	45%
Regional District of Nanaimo	10%

CI911 is one of six 9-1-1 service providers in BC that have arranged for their local RCMP OCC to take the initial 9-1-1 calls. The RCMP have advised all PSAP service providers that the PSAP function is no longer considered part of the RCMP core business but they are willing to continue operating the respective PSAPs if the service providers are willing to sign a Memorandum of Understanding (MOU) and pay for the service outside of the standard Municipal Police Unit Agreement (MPUA). They have requested that each organization sign the MOU by 2013-Dec-31. CI911 is the only service provider that has not signed an MOU with the RCMP.

**DISCUSSION:**

The CI911 PSAP has been operated by the RCMP Nanaimo OCC since the service inception in 1994. CI911 has committed one (1) FTE 9-1-1 Operator per 12 hour shift within the Nanaimo OCC to accommodate 9-1-1 call answering. Thus, four (4) positions rotate around the clock and are augmented by an additional two (2) permanent part-time 9-1-1 Operators who backfill for illness and vacations (for a total of 5.2 FTE municipal positions in the OCC). No formal agreement has ever been signed with the RCMP regarding this service.

CI911 recently participated in a study of 9-1-1 call taking services in conjunction with the other municipal jurisdictions in BC that use an RCMP OCC for their PSAP function. POMAX Consulting Inc. conducted the study (attached as Appendix 'A') for the purpose of reviewing and rationalising the call taking resources required by jurisdictions utilising an RCMP OCC. For central Vancouver Island, the study found that 5.2 FTEs is the correct staffing level for our PSAP.

The catalyst for this discussion is the RCMP's requirement that the CI911 Partnership enter into a MOU in order to maintain the current operation. The following options are presented for Council's consideration:

**Option 1: RCMP OCC continues to operate the central Vancouver Island PSAP**

Currently, 9-1-1 calls for the central Vancouver Island area are answered in the Nanaimo RCMP OCC. Callers requiring a fire response are transferred to the Secondary PSAP located

within the NFR FireComm and the respective fire department is dispatched from there. Callers requiring ambulance attendance are downstreamed to the BC Ambulance Service dispatch centre who then dispatch an ambulance and notify FireComm if a First Responder is required (in areas where First Responder service exists). Police calls are handled by the Nanaimo OCC. Due to the complete integration of the PSAP into the OCC, the same person that answers the 9-1-1 call may also take the complaint and dispatch police members, or if the situation warrants, the call can be downstreamed within the OCC to other OCC staff who take the complaint and dispatch the police. The Nanaimo OCC is backed up by the Courtenay OCC and vice versa.

The RCMP have stated that they are willing to continue operating the central Vancouver Island PSAP; however, they will only do so if the Partnership signs an MOU and begins paying an amount toward the RCMP's cost of managing the PSAP on our behalf (currently estimated to be approximately \$25,000 annually). This agreement would be a 5-year commitment and would be outside of the current Municipal Police Unit Agreement (a.k.a. the police "contract"). The 5.2 FTE municipal positions would continue to be City of Nanaimo employees within the Canadian Union of Public Employees (CUPE) Local 401 bargaining unit. Under this option control of the PSAP function will be transferred to the RCMP and away from the C1911 Partnership. The MOU would extend for 5 years (although can be terminated with one (1) years notice from either party).

The RCMP are also independently reviewing their resourcing needs in the OCC and it is anticipated that they will request an additional FTE primarily to deal with the increasing volume of abandoned 9-1-1 calls.

There are no immediate labour relations implications with this option, as long as the status quo is maintained. Should the RCMP decide to consolidate their Vancouver Island OCCs and move out of Nanaimo, then depending upon the circumstances, this may be characterized as a successorship or contracting out situation in which article 32 of the CUPE Collective Agreement may be triggered.

The 2014 budget for the PSAP service is \$633,000. With the above-noted increases, this cost could rise to \$745,000, with no service improvements. Further, next generation service enhancements, such as 'Text to 9-1-1' will result in additional cost increases that are outside the control of the C1911 Partnership.

**Advantages:**

1. there is no impact on current operations;
2. the RCMP have been a reliable contractor for the 9-1-1 PSAP service since inception;
3. the PSAP function is fully integrated into the police complaint-taking and dispatch functions; and
4. RCMP provides supervision and training for employees in the OCC.

**Disadvantages:**

1. the MOU commits C1911 to a 5-year agreement;
2. potentially increases costs over \$100,000 per year;
3. limited control over policies and service levels;
4. cost of next generation 9-1-1 implementation will be an extra;
5. OCC consolidations could result in jobs leaving Nanaimo; and
6. handling of abandoned calls issue still requires resolution.

**Option 2: Relocate the PSAP function to NFR FireComm**

The CI911 FireComm facility has been planned so that the PSAP function could be accommodated within the same space. There are no technical issues preventing the PSAP from being moved to the FireComm centre. Under this scenario, 9-1-1 calls would be received by the Fire Dispatchers and then downstreamed to Police and Ambulance Secondary PSAPs or dispatched directly to one of the 27 Fire Departments already served by the Partnership.

The FireComm centre has sufficient work space to accommodate the additional positions for 9-1-1 call taking. The existing municipal staff from the Nanaimo OCC would be relocated to FireComm. The labour relations issues around International Association of Firefighters (IAFF) and CUPE would have to be addressed (see below).

Moving the 5.2 FTE municipal employees to FireComm would create a need for additional FireComm oversight and supervision. It is possible that a new management position would have to be created to oversee this service; however, with 3 staff on shift, it is anticipated that up to 0.5 FTE could be saved through improved shift scheduling, thereby offsetting some of the cost of a new management position.

The technical cost of relocating the call taking service will be similar to retaining it at the RCMP OCC. The cost of next generation (NexGen) 9-1-1 upgrades will be borne by CI911 and this is projected to be in the order of \$500,000 over the next several years (although these cannot be substantiated as the technology needs are still unknown).

The vision of consolidating PSAP and fire dispatch into a single service for all of Vancouver Island has guided our upgrades over the past 15 years. Consolidation with North Island 9-1-1 could also bring significant operational savings. Moving call taking into FireComm would be a step along this road and would enhance local and regional service. An Island consolidation, however, will not occur in the short term, as the two other Vancouver Island service providers have not expressed an interest in collaborating this way.

There are other initiatives under way that could benefit from a consolidation of call taking within FireComm. Most importantly are the current Provincial discussions regarding the provision of Emergency Medical Services. If the City were to take a greater role in EMS Services, the integration could reduce overall dispatch times, providing a higher overall service level.

Labour relations implications for this option are that the call taking work currently performed by CUPE employees in the OCC will be integrated with the fire dispatch work performed by the IAFF employees in FireComm. Each will take on the other duties as part of the combined team. In this situation, the Labour Relations Board (LRB) would be asked to make a determination on the appropriate bargaining unit; and the respective collective agreement and wages of that bargaining unit would apply. The likely result is that the CUPE employees would become IAFF members with corresponding wage rates.

**Advantages:**

1. retains the 5.2 FTE jobs in Nanaimo;
2. opportunities to increase functional control and enhance level of service;
3. technology and facilities are already in place; and
4. allows for flexibility to handle current unknowns related to NexGen service requirements.

**Disadvantages:**

1. labour relations impact will require discussions with IAFF and CUPE and the LRB which may create productivity issues and stress relationships during those discussions;
2. will require additional training for existing fire dispatchers and 9-1-1 Operators;
3. costs are status quo with future increases undetermined;
4. increased volume of calls and function (abandoned 9-1-1 calls need to be followed up before forwarding to police);
5. additional CAD costs along with computers; and
6. additional Management staff required.

**Option 3: Contract out the PSAP service**

9-1-1 call taking is an independent function that could readily be relocated to a call centre separate from the RCMP OCC or FireComm. CI911 could contract the call taking to E-Comm 9-1-1 in Vancouver. Technically, it is easy to make this change. Financially, this option provides a significantly lower cost. Functionally, however, there is less opportunity to control or develop procedures specific to the needs of the central Island region and local jobs would be eliminated.

E-Comm 9-1-1 has provided a formal proposal to the CI911 Partnership to operate our PSAP within their call centre in Vancouver. E-Comm 9-1-1 will answer the calls within the accepted National Emergency Number Association (NENA) standards and forward to the appropriate Secondary PSAP (i.e. police, fire, ambulance). They will also provide initial follow up to abandoned calls before forwarding to police.

The proposed solution provides a cost saving in excess of 50% compared to the above two options. E-Comm 9-1-1's cost to provide this service is \$280,000 per year. There is an initial \$16,000 setup fee, plus an inflation allowance in future years. A five-year agreement is required. E-Comm 9-1-1 will meet the same call handling standards that are offered by the OCC.

The E-Comm 9-1-1 proposal also addresses future upgrades for NexGen 9-1-1. CI911 would not be required to provide a large capital investment to implement the new technologies. E-Comm 9-1-1 will incur a \$200,000 capital investment to handle CI911 calls and they are proposing to amortize this cost over the term of the agreement (\$40,000 which is included in the \$280,000 annual fee). By doing this, they will then use the \$40,000 per year (beyond 2018) to fund future upgrades for NexGen 9-1-1 and other technology upgrades. CI911 will be shielded from any new costs required for future technology upgrades. CI911 net Call Answer Levy (CAL) revenues are projected to be \$460,000 for 2014. Accepting this E-Comm 9-1-1 proposal will provide a surplus for this component of 9-1-1 operation, rather than planning for a deficit or rate increase if pursuing Options 1 or 2.

E-Comm 9-1-1 has demonstrated over the past 15 years that they are a reliable emergency call centre and can effectively provide the service that is required. They currently handle approximately 1 million calls per year, so the 56,000 calls from CI911 will have minimal impact on their operational volumes.

Backup and recovery concerns have been addressed in the E-Comm 9-1-1 proposal as well. A hot backup site, also in Vancouver, is available, plus second backup site on Vancouver Island will be available if CI 9-1-1 proceeds with the 5-year agreement.

CI911 will need to enter into a formal agreement with E-Comm that defines the service level, backup and expectations in the event of a major service disruption. CI911 needs to be confident that, in any major disaster or province-wide emergency event that service will continue at the same level as provided to other customers.

Besides contracting to E-Comm 9-1-1, it may also be possible to contract the call taking to North Island 911 Corporation. NI911 already provides backup services for the OCC. This option has not been evaluated, but discussion could be initiated, if so directed.

Labour Relations implications for this option centre on Article 32 of the CUPE Collective Agreement which restricts the City from contracting out if it will result in a staff layoff. Layoff could be avoided if alternate work is found for affected permanent employees at the same rate of pay/same number of hours. This alternative work could be through another organization (i.e. E-Comm); however, since the employees would not be required to accept employment with another employer, the City would need to have back-up position(s) for these employees to move into.

**Advantages:**

1. minor impact on current operations;
2. significantly lower operating costs (in the order of 50%);
3. provides high level of commitment to existing and NexGen services;
4. provides for initial handling of Abandoned Calls before forwarding to police; and
5. existing CAL rate of \$0.47 sufficient to pay for the service.

**Disadvantages:**

1. loss of jobs in Central Island area;
2. labour relations issues around contracting out;
3. loss of control over the provision of this service and service level;
4. loss of local geographic knowledge; and
5. does not align with strategic vision for a consolidated Island 9-1-1 Service.

**POMAX Consulting Inc Report**

POMAX Consulting Inc. was retained by six BC 9-1-1 service providers to review and develop a rationale for the 9-1-1 call taking function within the RCMP OCC of the participating jurisdictions. The objective of the study was to develop a formula to calculate 9-1-1 call taking staff resources for the jurisdictions at various service levels. The participants wanted to verify that the staffing levels provided to the RCMP OCC for the call taking function was at the correct level. Overall, the study shows that the CI PSAP is provided with the correct level of resources to this function.

**Summary of Findings:**


1. The study used an industry standards (NENA) requiring 90% of calls to be answered within 10 seconds, and 95% within 20 seconds. For staffing levels, the telecommunications industry "Erlang C" traffic formula was used.
2. Call data covering a complete year from each call centre was analyzed to provide an overall assessment; along with assessment for each jurisdiction.

3. The average time for a 9-1-1 call is 46 seconds for the call taker to handle. This includes 10 seconds for wrap-up time.
4. Central Island handles 56,000 calls per year; average answer time is 4.9 seconds. Central Island exceeds the NENA standards for call handling, with 95.5% answered within 10 seconds and 98.4% within 20 seconds. This compares favourably to the other jurisdictions.
5. Analysis for Central Island suggests that the minimum staffing level should be 5.0 FTE. Central Island currently provides 5.2 FTE to the RCMP for this function.
6. The analysis identifies that a total of 33.8 FTE are collectively currently allocated to the call taking function at the 5 participating RCMP OCCs that were studied. If these were combined into a single 9-1-1 call taking centre to service the participating jurisdictions, then the total staff requirements could be reduced almost 50% to 16.8 FTEs.


**Conclusion:**

This report and the above options are predicated on CI911 being proactive and making a decision before the imposed RCMP deadline of 2013-Dec-31. CI911 currently does not have a formal written agreement with the RCMP. The RCMP have advised that, if the CI911 Partnership does not respond by 2013-Dec-31, they will provide notice to CI911 to remove the call taking function from the Nanaimo OCC by 2014-Dec-31.

Respectfully submitted,

  
\_\_\_\_\_  
For C. Richardson  
Deputy Chief - Operations

Concurrence by:

  
\_\_\_\_\_  
T. Seward  
Acting General Manager,  
Community Safety & Development

**CITY MANAGER COMMENT:**

I concur with the staff recommendation.

**ATTACHMENT B**

**CITY OF NANAIMO**  
**C1911 Service - cost summary of options**

	2012 Actual	2013		2014		RCVP Option 1 2014	FireComm		E-Comm (Vancouver)	
		Budget	Estimate	Budget	Estimate		Option 2 2014	Option 3 2014		
<b>Call Answer Centre - Police (PSAP)</b>										
Call Centre levy from Telus, Shaw, Rogers	573,326	545,670	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000
Cell Phone call answer levy	0	0	0	0	0	0	0	0	0	0
Other Revenue	33,907	12,317	0	0	0	0	0	0	0	0
Total Revenue	607,233	557,987	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000
All expenses	503,884	632,064	633,280	633,280	745,000	799,280	280,000	280,000	280,000	280,000
Net revenue (net funded from taxes)	103,349	(74,077)	(83,280)	(83,280)	(195,000)	(249,280)	270,000	270,000	270,000	270,000
<b>Call Answer - Fire (NFR FireComm)</b>										
Revenue from CVRD & RDN *	551,576	553,103	571,060	571,060	571,060	571,060	571,060	571,060	571,060	571,060
All expenses	1,056,736	1,006,640	1,038,290	1,038,290	1,038,290	1,038,290	1,038,290	1,038,290	1,038,290	1,038,290
Net revenue (net funded from taxes)	(505,160)	(453,537)	(467,230)	(467,230)	(467,230)	(467,230)	(467,230)	(467,230)	(467,230)	(467,230)
Net revenue (cost) of both functions	(401,811)	(527,614)	(550,510)	(550,510)	(662,230)	(716,510)	(197,230)	(197,230)	(197,230)	(197,230)
Cost of Next generation 911 (estimated around \$500,000)										

\* Revenue from RDN and CVRD is 55% of costs of net 911 costs. Since PSAP is assumed to be at least break-even, the recovery is calculated as 55% of the actual costs of NFR FireComm.



## CITY OF NANAIMO

### C1911 Service - cost summary of options

Option 1: effectively the status quo. Costs are higher in PSAP because the RCMP would hire one additional FTE and there is an estimated cost of \$25,000 for Green Timbers.

Option 2: Changes affecting costs are:

- 1) New Fire manager to manage call-centre scheduling = \$120,000
- 2) No additional dispatch staff - may be able to reduce staff by \$88,000 in future
- 3) RCMP ME's would convert to IAFF at 10% higher cost = \$46,000

Option 3: All existing PSAP costs are replaced with a \$280,000 fee for Ecomm Vancouver (\$240,000 operating + \$40,000 capital).

### OTHER FINANCIAL FACTORS:

Cell phone call answer levy is theoretically revenue neutral, although it would prevent a loss of revenue in future years due to reducing number of land lines.

There is room to increase the Call Answer Levy rate under Options 1 and 2 to reduce the deficit. The surplus created in Option 3 might trigger a discussion about decreasing the rate.

The City has a 911 Reserve with a balance of \$488,000. In Options 1 and 2, it may contribute to the one-time costs for next generation 911, although this may mean that there may not be enough funds to replace other equipment as needed.

**911 SERVICE DELIVERY MODELS**  
**911 Cost Allocations – Nanaimo 45%, CVRD 45%, RDN 10%**

**ATTACHMENT C**

REMAIN AT RCMP	RELOCATE TO FIRE DEPT. (FIRECOMM)	RELOCATE TO VANCOUVER (E-COMM)
<ol style="list-style-type: none"> <li>RCMP operating the central Vancouver Island PSAP.</li> <li>Only if the Partnership signs an MOU and begins paying an amount toward the RCMP's cost of managing the PSAP on our behalf.</li> <li>Agreement would be a 5-year commitment and would be outside of the current Municipal Police Unit Agreement.</li> <li>The 5.2 FTE municipal positions would continue to be City of Nanaimo employees within CUPE.</li> <li>Under this option, control of the PSAP function will be transferred to the RCMP and away from the CI911 Partnership.</li> <li>The MOU would extend for 5 years although can be terminated with one (1) year notice from either party.</li> <li>The 2014 budget for the PSAP service is \$633,000 (Nanaimo \$285,000).</li> <li>With the above-noted increases, this cost could rise to \$745,000, with no service improvements.</li> <li>Next generation service enhancements, such as "Text to 9-1-1" will result in additional cost increases that are outside the control of the CI911 Partnership.</li> </ol>	<ol style="list-style-type: none"> <li>The CI911 FireComm facility has been planned so that the PSAP function could be accommodated within the same space.</li> <li>Under this scenario, 9-1-1 calls would be received by the Fire Dispatchers and then downstreamed to Police and Ambulance Secondary PSAPs.</li> <li>The existing municipal staff from the Nanaimo OCC would be relocated to FireComm.</li> <li>The labour relations issues around International Association of Firefighters (IAFF) and CUPE would have to be addressed (see below).</li> <li>The technical cost of relocating the call taking service will be similar to retaining it at the RCMP OCC.</li> <li>The cost of next generation (NexGen) 9-1-1 upgrades will be borne by CI911 and this is projected to be in the order of \$500,000 over the next several years.</li> <li>Consolidating PSAP and fire dispatch into a single service for all of Vancouver Island could bring significant operational savings.</li> <li>Island consolidation will not occur in the short term.</li> </ol>	<ol style="list-style-type: none"> <li>CI911 could contract the call taking to E-Comm 9-1-1 in Vancouver.</li> <li>Financially, this option provides a significantly lower cost.</li> <li>Functionally, there is less opportunity to control or develop procedures specific to the needs of the central Island region and local jobs would be eliminated.</li> <li>E-Comm 9-1-1 has provided a formal proposal to the CI911 Partnership to operate our PSAP within their call centre in Vancouver.</li> <li>The proposed solution provides a cost saving in excess of 50% compared to the above two options. E-Comm 9-1-1's cost to provide this service is \$280,000 per year.</li> <li>A five-year agreement is required. E-Comm 9-1-1 will meet the same call handling standards that are offered by the OCC.</li> <li>The E-Comm 9-1-1 proposal also addresses future upgrades for NexGen 9-1-1. CI911 would not be required to provide a large capital investment to implement the new technologies.</li> <li>E-Comm 9-1-1 has demonstrated over the past 15 years that they are a reliable emergency call centre.</li> <li>Besides contracting to E-Comm 9-1-1, it may also be possible to contract the call taking to North Island 911 Corporation.</li> <li>Labour Relations implications for this option centre on Article 32 of the CUPE Collective Agreement which restricts</li> </ol>

RELOCATE TO VANCOUVER (E-COMM)	RELOCATE TO FIRE DEPT. (FIRECOMM)	RELOCATE TO FIRE DEPT. (FIRECOMM)
<p><b>Advantages:</b></p> <ol style="list-style-type: none"> <li>1. minor impact on current operations;</li> <li>2. significantly lower operating costs (in the order of 50%);</li> <li>3. provides high level of commitment to existing and NexGen services;</li> <li>4. provides for initial handling of Abandoned Calls before forwarding to police; and</li> <li>5. existing CAL rate of \$0.47 sufficient to pay for the service.</li> </ol> <p><b>Disadvantages:</b></p> <ol style="list-style-type: none"> <li>1. loss of jobs in Central Island area;</li> <li>2. labour relations issues around contracting out;</li> <li>3. loss of control over the provision of this service and service level;</li> <li>4. loss of local geographic knowledge; and</li> <li>5. does not align with strategic vision for a consolidated Island 9-1-1 Service.</li> </ol>	<p><b>Advantages:</b></p> <ol style="list-style-type: none"> <li>1. retains the 5.2 FTE jobs in Nanaimo;</li> <li>2. opportunities to increase functional control and enhance level of service;</li> <li>3. technology and facilities are already in place; and</li> <li>4. allows for flexibility to handle current unknowns related to NexGen service requirements.</li> </ol> <p><b>Disadvantages:</b></p> <ol style="list-style-type: none"> <li>1. labour relations impact will require discussions with IAFF and CUPE and the LRB which may create productivity issues and stress relationships during those discussions;</li> <li>2. will require additional training for existing fire dispatchers and 9-1-1 Operators;</li> <li>3. costs are status quo with future increases undetermined;</li> <li>4. increased volume of calls and function (abandoned 9-1-1 calls need to be followed up before forwarding to police);</li> <li>5. additional CAD costs along with computers; and</li> <li>6. additional Management staff required.</li> </ol>	<p><b>Advantages:</b></p> <ol style="list-style-type: none"> <li>1. there is no impact on current operations;</li> <li>2. the RCMP have been a reliable contractor for the 9-1-1 PSAP service since inception;</li> <li>3. the PSAP function is fully integrated into the police complaint-taking and dispatch functions; and</li> <li>4. RCMP provides supervision and training for employees in the OCC.</li> </ol> <p><b>Disadvantages:</b></p> <ol style="list-style-type: none"> <li>1. the MOU commits OI 11 to a 5-year agreement;</li> <li>2. potentially increases costs over \$100,000 per year;</li> <li>3. limited control over policies and service levels;</li> <li>4. cost of next generation 9-1-1 implementation will be an extra;</li> <li>5. OCC consolidations could result in jobs leaving Nanaimo; and</li> <li>6. handling of abandoned calls issue still requires resolution.</li> </ol>

TS/np  
2013-Nov-10  
G:\2013 Files\Fire (0440-20)\911 Service Delivery Models.docx

## ATTACHMENT D

"IN CAMERA"

City of Nanaimo

### REPORT TO COUNCIL

DATE OF MEETING: 2013-DEC-09

AUTHORED BY: TOBY SEWARD, DIRECTOR, SOCIAL & PROTECTIVE SERVICES

RE: POTENTIAL CHANGES TO 9-1-1 SERVICE DELIVERY

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#### STAFF RECOMMENDATION:

That Council receive the report for information.

#### PURPOSE:

To provide Council with the previous information presented at Council's meeting of 2013-NOV-18 and provide additional information on the financial implications of each 9-1-1 option. Also to advise Council of the request to the RCMP for an extension to the 2013-DEC-31 deadline to make a decision on provision of 9-1-1 Services.

#### DISCUSSION:

Attached for Council's information are:

- A.) 2013 NOV-18 Council Report (Attachment A);
- B.) Financial analysis of 9-1-1 options (Attachment B); and
- C.) Summary of 9-1-1 options and Advantages & Disadvantages (Attachment C).

As noted in the 2013-NOV-18 report to Council, the RCMP has advised that if the City and its partners DO NOT sign a Memorandum of Understanding (MoU) by 2013-DEC-31, the RCMP will provide notice that they will terminate provision of 9-1-1 services as of 2014-DEC-31.

The RCMP has advised staff that they are currently addressing a number of other MoU agreements with partnerships throughout the province, many of which are weighing options similar to Nanaimo. Staff have discussed the issue with the RCMP program manager and have requested a six-month extension to the 2013-DEC-31 deadline. The RCMP has advised that they are meeting internally to discuss the status of MoUs they are pursuing throughout the province, including Nanaimo's request for an extension.

If the RCMP agrees to the extension Nanaimo has requested, the decision on which option to pursue can be delayed until the new year. If the RCMP does not agree to the extension, staff will bring a report forward to Council's meeting 2013-DEC-16, seeking direction on pursuing one of the three options available.

Report to Council: 2013-Dec-09  
RE: 9-1-1 SERVICE DELIVERY

Page 2

Respectfully submitted,



\_\_\_\_\_  
Toby Sewald, Director  
Social & Protective Services

Concurrence by:



\_\_\_\_\_  
Tom Hickey, General Manager  
Community Services

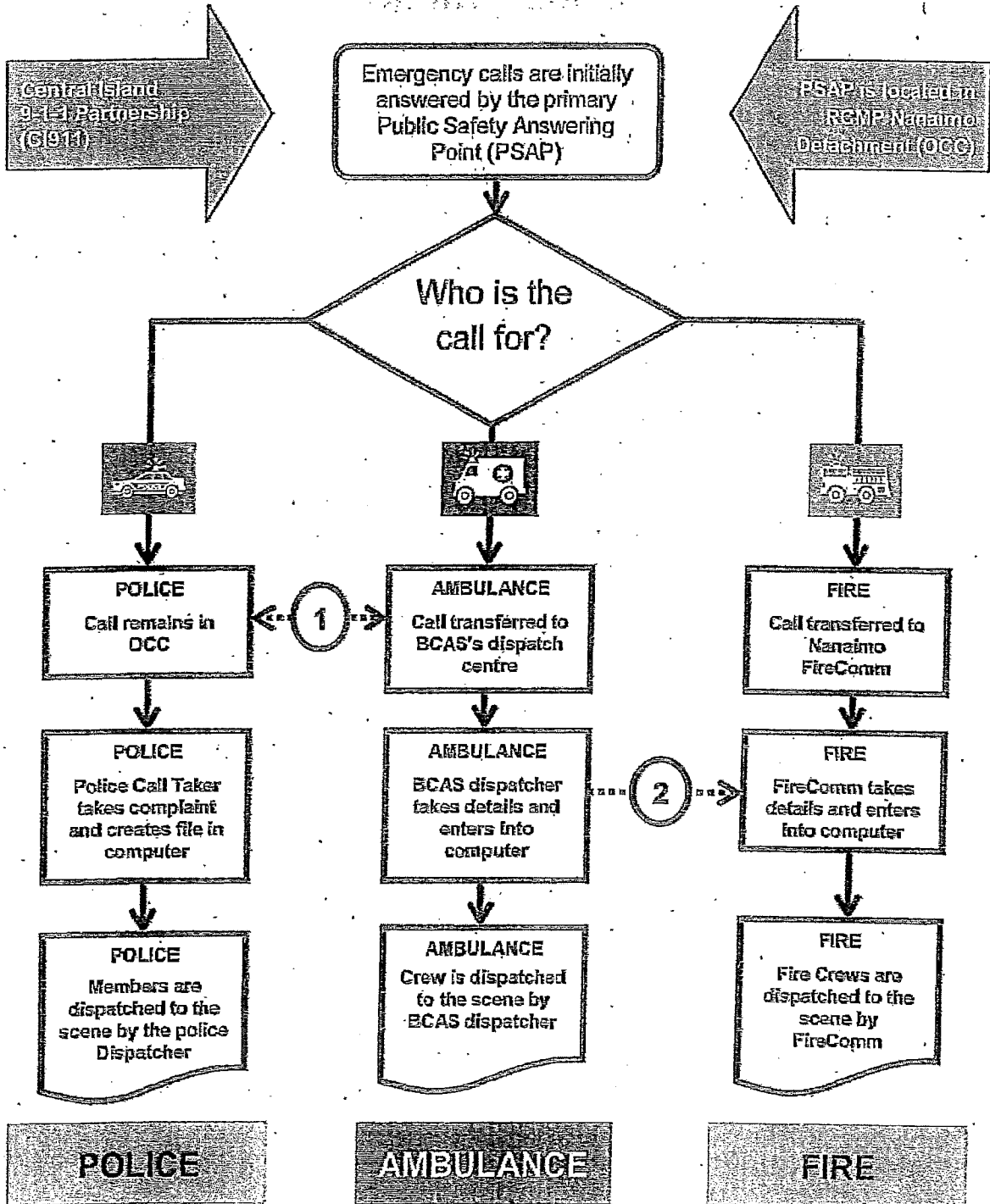
**CITY MANAGER COMMENT:**

I concur with the staff recommendation.

Drafted: 2013-DEC-03  
TS/hp

ATTACHMENT E

9 1 1





Central Island

**NOTES:**

1. Once the 9-1-1 operator downstreams a call to BC Ambulance Service (BCAS), they stay on the line to determine if a police response is also necessary. If it is, they initiate a police file and dispatch members as required. If the call does not require police, the 9-1-1 operator disconnects from the call.
2. BCAS also dispatches First Responder units in areas where that service is available.
3. Search and Rescue (SAR) calls on "salt water" are downstreamed to the Rescue Coordination Centre in Victoria.
4. Land based SAR calls are managed by the police with the aid of local volunteer search & rescue organizations.

Excerpt from 2014-FEB-03 "IC Committee of the Whole Minutes:

(a) Potential Changes to PSAP Service Delivery

It was moved and seconded that Council direct Staff to maintain the current arrangement for Public Safety Answering Point (PSAP, 9-1-1) delivery as follows:

1. by communicating with Central Island 9-1-1 service partners (Cowichan Valley Regional District and Regional District of Nanaimo) to confirm Nanaimo's intent to sign a Memorandum of Understanding with the RCMP and request confirmation that both partners also support continuation of 9-1-1 service through the RCMP at this time;
2. by signing a Memorandum of Understanding with the RCMP to provide 9-1-1 service for a five-year period with a one-year cancellation clause option until further evaluation of 9-1-1 service is completed subject to approval by Central Island 9-1-1 service partners; and,
3. in conjunction with Central Island 9-1-1 service partners, undertake a review to determine the best long-term options for provision of 9-1-1 services and provide a follow-up report to Council in early 2015.

The motion carried.

Opposed: *Councillors Anderson, McKay*



**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-FEB-24, AT 5:30 P.M.

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PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves (5:36 p.m.)  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager  
I. Howat, General Manager of Corporate Services  
T. L. Hartley, Director of Human Resources & Organizational Planning  
P. Cooper, Communications Manager  
G. Ferrero, Director of Information Technology & Legislative Services  
C. Jackson, Manager, Legislative Services  
K. King, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:34 p.m.

2. INTRODUCTION OF LATE ITEMS:

- (a) Agenda Item 10 (a) – add Councillor Anderson request for Council authorization for the release of the "In Camera" "Potential Changes to 9-1-1 Service Delivery" report, including all attachments, and Council's resolution considered at the 2014-JAN-27 In Camera Meeting of Council.

3. ADOPTION OF AGENDA:

01814 It was moved and seconded that the Agenda, as amended, be adopted. The motion carried unanimously.

4. ADOPTION OF MINUTES:

01914 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-FEB-17 at 4:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

5. CORPORATE SERVICES:

(a) Fire Management Compensation – Discussion

02014 It was moved and seconded that Council direct Staff to replace the 1995 Fire Management Compensation policy effective Jan 1, 2014 as follows:

- The Assistant Chief receive an annual salary of 110% of the Captain's basic annual rate;
- The Deputy Chief receive an annual salary of 115% of the Captain's basic annual rate; and,
- The Fire Chief receive an annual salary of 122% of the Captain's basic annual rate.

The motion carried.

Opposed: *Councillors Bestwick, Kipp, McKay and Pattje*

(b) Release of 2011 "In Camera" Meeting Information

02114 It was moved and seconded that Council:

1. direct Staff to release, in whole or in part, 2011 Council and Committee of the Whole "In Camera" agendas, reports and minutes, by publishing on the City's website the items identified in Attachment A of the report as having been previously made public or where the requirement for confidentiality has passed, in accordance with Council Policy "*Routine Release of "In Camera" Resolutions and Related Reports and Information*"; and,
2. authorize the immediate release of this report following severing of Attachment A and that Attachment A be kept permanently confidential.

The motion carried unanimously.

6. OTHER BUSINESS:

- (a) Councillor Anderson request for Council authorization for the release of the "In Camera" "Potential Changes to 9-1-1 Service Delivery" report, including all attachments, and Council's resolution considered at the 2014-FEB-03 "In Camera" Meeting of Council.

02214           It was moved and seconded that Council authorize the release of the "In Camera" "Potential Changes to 9-1-1 Service Delivery" report, including all attachments, and Council's resolution passed at the 2014-FEB-03 "In Camera" Meeting of Council. The motion carried unanimously.

7.       ADJOURNMENT:

02314           It was moved and seconded at 6:29 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

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M A Y O R

CERTIFIED CORRECT:

---

CORPORATE OFFICER

**SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-MAR-10, AT 4:30 P.M.

---

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-FEB-24 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC. *Pg. 3-5*

4. **PRESENTATIONS:**

- (a) Mr. E. C. Swabey, City Manager, to provide a presentation regarding future strategic priorities.

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

- (a) Strategic Relations (for discussion purposes when applicable)

7. **CORPORATE SERVICES:**

- (a) **Preparation of 1 Port Drive for Transportation Hub and Passenger Fast Ferry Service**

*Purpose: To obtain Council approval for Staff to undertake a series of tasks required to prepare the City-owned lands at 1 Port Drive for a transportation hub and a foot passenger ferry service.*

Staff Recommendation: That Council direct Staff to:

*Pg. 6-10*

1. engage a consulting engineer to prepare a demolition plan with cost estimates for the former Canadian Pacific Railway dock and Island Pallet Solutions site located at 1 Port Drive;

2. continue discussions with Seaspans Ferries Corporation to examine possibilities of a site reconfiguration;
3. undertake a traffic study to better understand the impacts of the transportation hub and the Island Ferry Services Limited proposal on the local road network; and,
4. report back to Council with a progress report as each issue is addressed.

(b) **2013 Release of In Camera Information**

*Purpose: To obtain Council direction for the release of information considered at the 2013 In Camera Council or Committee of the Whole Meetings, where it is determined that there is no longer a requirement to keep the information confidential.*

Staff Recommendation: That Council:

*Pg. 11-19*

1. direct Staff to release, in whole or in part, 2013 Council and Committee of the Whole "In Camera" agendas, reports and minutes, by publishing on the City's website the items identified in Attachment A of the report where the requirement for confidentiality has passed, in accordance with Council Policy "Routine Release of "In Camera" Resolutions and Related Reports and Information"; and,
2. authorize the immediate release of this report following severing of Attachment A and that Attachment A be kept permanently confidential.

8. **COMMUNITY SERVICES:**

(a) **Parks, Recreation and Culture Commission In Camera Minutes**

Minutes of the In Camera Meeting held 2014-JAN-22.

*Pg. 20-21*

9. **CORRESPONDENCE:**

NONE

10. **OTHER BUSINESS:**

11. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR JOHNSTONE  
2014-MAR-10 to 2014-APR-27

# "In Camera"

## City of Nanaimo

### REPORT TO COUNCIL

DATE OF MEETING: 2014-MAR-10

AUTHORED BY: BILL CORSAN, MANAGER OF REAL ESTATE

RE: PREPARATION OF 1 PORT DRIVE FOR TRANSPORTATION HUB AND PASSENGER  
FAST FERRY SERVICE

---

#### STAFF RECOMMENDATION:

That Council direct Staff to:

1. engage a consulting engineer to prepare a demolition plan with cost estimates for the former Canadian Pacific Railway dock and Island Pallet Solutions site located at 1 Port Drive;
2. continue discussions with Seaspan Ferries Corporation to examine possibilities of a site reconfiguration;
3. undertake a traffic study to better understand the impacts of the transportation hub and the Island Ferry Services Limited proposal on the local road network; and
4. report back to Council with a progress report as each issue is addressed.

#### PURPOSE:

The purpose of this report is to obtain Council approval for Staff to undertake a series of tasks required to prepare the City-owned lands at 1 Port Drive for a transportation hub and a foot passenger ferry service.

#### SUMMARY:

The City acquired 10.8 ha (26.7 acres) of land and water from Canadian Pacific (CP) Railway (Attachment A) on 2013-Mar-27 for \$3,400,000. The purpose of the acquisition is to facilitate enhancement of the downtown waterfront and to provide a regional transportation hub.

On 2013-May-02, the City and the Regional District of Nanaimo (RDN) entered into a Memorandum of Understanding (MOU) that commits the City to providing up to 3 acres of land for a regional transportation hub. The land is to be sold to the RDN at market value.

Island Ferry Services Limited (IFSL) participated in an E-Town Hall meeting on 2013-Dec-02 to solicit feedback from the community on its passenger ferry proposal. IFSL has expressed a strong desire to use the former Gadd Marine lease area in the interim as a passenger terminal for its ferry service between Nanaimo and Vancouver. In the long run, IFSL would like to locate

Council  
 Committee.....  
 Open Meeting  
 In-Camera Meeting 2014-MAR-10

on the lands and water immediately south of the Gabriola Ferry terminal. IFSL is currently refining its plans and seeking outside investors.

On 2014-Jan-27, the South Downtown Waterfront Initiative (SDWI) Committee presented "Framing the Future – Vision and Guiding Principles" to Council. The document identifies several areas for the location of a transportation hub and a passenger ferry service. A series of resolutions were passed at that meeting, including Council's direction to:

Direct Staff to return to Council with cost estimates on planning and design of an integrated transportation hub (including transit, intercity buses, ferries and trains) in a manner that is consistent with the Vision and Guiding Principles, and suggest to RDN staff that an ad hoc committee be formed to discuss design and cost sharing.

In order to advance these initiatives, action needs to be taken to prepare the City-owned lands for redevelopment.

### NEXT STEPS

#### **Demolition of Former CP Ferry Dock**

In order to advance the multi-modal transportation hub on the Seaspan property, the former CP Ferry dock must be demolished. Seaspan will work with the City to allow access through its operations to remove the dock structure. Staff seeks Council direction to engage the services of an engineering consultant to develop a detailed demolition plan and cost estimate for this work.

#### **Demolition of Island Pallet Solutions Ltd.**

Should the City start work on the transportation hub prior to the Seaspan relocation to Duke Point, the City will have to provide Seaspan with sufficient land to continue its operations without impact. Island Pallet Solutions Ltd. (IPSL) are currently on a month to month lease agreement and the tenancy could be terminated. The IPSL land and buildings could then be transferred to Seaspan who could use the land for trailer storage.

Staff are requesting Council direction to engage a consultant to prepare a work plan and cost estimate for this project.

Rough cost estimates for the demolition of the former CP Ferry Dock and IPSL are between \$500,000 and \$800,000.

#### **Reconfiguration of Seaspan Right of Way**

A significant portion of the City-owned lands, 6 ha (15 acres) of land and water, are currently occupied by Seaspan Ferries Corporation who have use of the land through a perpetual right of way agreement. Seaspan has indicated that by the end of March 2014, the company will be in a formal position to announce its relocation from Nanaimo's inner harbour to Duke Point. The earliest Seaspan could relocate would be in the fall of 2015. To accommodate IFSL's request for parking and to prepare a site suitable for the transportation hub, the Seaspan right of way must be reconfigured. Seaspan is open to discussing reconfiguration options with the City.

#### **Road Network Improvements**

To advance the redevelopment of the lands, a traffic study is required to understand how the local road network will be impacted by the IFSL proposal on the Gadd Marine site. The transportation hub and the extension of Front Street along the waterfront will also have impacts that must be better understood. Staff is requesting direction to engage the services of a transportation consultant to identify the potential impacts and mitigation measures.

OTHER KEY TASKS

Additional work that will be required over the next year includes:

**Additional Environmental Investigations** – the City cannot further subdivide the property or sell lands until the Ministry of Environment provides a Certificate of Compliance for the property. A grant has been applied for under the FCM Brownfield program to cover half the cost of this work, estimated to be \$250,000.

**Negotiation of Release of Seaspan Right of Way** - if Seaspan Ferries receives approval from its board to relocate to Duke Point in 2015, the City will have to negotiate a package for the release of the existing right of way. This may include cash, credits for Seaspan improvements removed by the City, or tax exemptions on Seaspan's Duke Point property. Seaspan has indicated a desire to retain a portion of the site for Southern Railway's rail and transload facilities.

**Preliminary Design of Front Street/Trestle Replacement** – Herold Engineering has indicated that the existing wooden trestle which provides access to the former Gadd Marine site, Nanaimo Port Authority lands, and CP lands must be replaced by 2016. Depending on the direction provided by Seaspan's board, the City will need to commence design of the Front Street connection or a replacement for the trestle by the end of 2014.

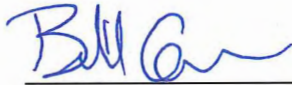
**Strategic Plan Considerations**

The redevelopment of 1 Port Drive meets three of the key priorities identified in the 2012-2015 Strategic Plan:

<b>Strategy</b>	<b>Potential Strategies and/or Initiatives</b>
Waterfront Enhancement	<ul style="list-style-type: none"><li>• A working waterfront that supports business, marine industries, transportation connectivity, entertainment and tourism.</li><li>• Enhanced public access and use.</li></ul>
Transportation and Mobility	<ul style="list-style-type: none"><li>• Economic growth in part due to enhanced transportation connections to Victoria, Vancouver and the world.</li><li>• Work with RDN, NEDC, Chamber of Commerce, Nanaimo Port Authority, BC Ferries, BC Transit, Airport Authority, Island Corridor Foundation, advocates for and support improvement of external connections: inter-city bus, ferries, fast foot ferry to downtown Vancouver, float planes, enhanced air connections.</li></ul>
Taking Responsibility	<ul style="list-style-type: none"><li>• Continuing to facilitate change and overall development consistent with vision and plans; taking action steps to be a catalyst or investment in the City's future.</li></ul>

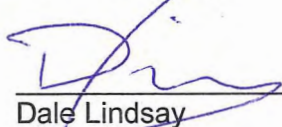


Respectfully submitted,



Bill Corsan  
MANAGER  
REAL ESTATE

Concurrence by:



Dale Lindsay  
DIRECTOR  
COMMUNITY DEVELOPMENT



Ian Howat  
GENERAL MANAGER  
CORPORATE SERVICES

CITY MANAGER COMMENT:

It is my expectation and commitment that a transit exchange remains the City's number one priority when developing the land and was the main reason we partnered with the Regional District to purchase the lands. Any work directed by Council, as noted in this report that relates to developing a transit exchange would be in consultation and collaboration with the Regional District staff.

Drafted: 2014-MAR-04

CIL00325  
BC/tl



# IN CAMERA

## City of Nanaimo

### REPORT TO COUNCIL

DATE OF MEETING: 2014-MAR-10

AUTHORED BY: CHRIS JACKSON, MANAGER OF LEGISLATIVE SERVICES

RE: RELEASE OF 2013 IN CAMERA MEETING INFORMATION

---

STAFF RECOMMENDATION: That Council:

1. direct Staff to release, in whole or in part, 2013 Council and Committee of the Whole "In Camera" agendas, reports and minutes, by publishing on the City's website the items identified in Attachment A of the report where the requirement for confidentiality has passed, in accordance with Council Policy "*Routine Release of "In Camera" Resolutions and Related Reports and Information*"; and,
2. authorize the immediate release of this report following severing of Attachment A and that Attachment A be kept permanently confidential.

PURPOSE:

To obtain Council direction for the release of information considered at 2013 In Camera Council or Committee of the Whole meetings, where it is determined that there is no longer a requirement to keep the information confidential.

DISCUSSION:

Attached is a summary of all In Camera meeting information for 2013 (Attachment A). Staff have completed a review of the material to determine what information is still required to be kept confidential and what documents may be released or released with some severing of detail required in accordance with Council Policy and the *Freedom of Information and Protection of Privacy Act (FOIPPA)*. The items have been colour coded as follows:

- green – can be released in it's entirety;
- yellow – some severing required;
- red – should not be released.

Pursuant to Section 23 of *FOIPPA*, when considering release of information containing third party information, the third party must be advised of the intended release of the information and provided an opportunity to respond. In the case where the "In Camera" information under review for release contains third party information, rather than advising all third parties and following this process, Staff have severed the information. This process does not preclude members of the public from requesting this information by way of an FOI request for records.

Council  
 Committee.....  
 Open Meeting  
 In-Camera Meeting  
Meeting Date: 2014-MAR-10

STRATEGIC PLAN IMPLICATIONS:

In Council's Strategic Plan, the Operating Philosophy states that Council is taking responsibility to be an excellent municipal government for Nanaimo, which is identified as a strategic priority for Council. Transparency is a key component of taking responsibility. One of the outcomes to assist in transparency was to develop policies around the release of "In Camera" information. As well as the issue of transparency, another component of taking responsibility is the requirement to protect our citizens and business partners' interests, where appropriate.

RECOMMENDATION FOR RELEASE OF INFORMATION TO THE PUBLIC:

For immediate release following severing of Attachment A and that Attachment A be kept permanently confidential.

Respectfully submitted,

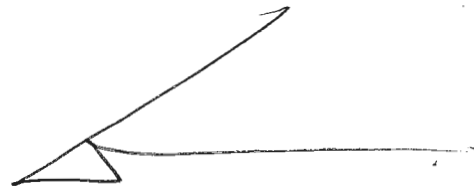
  
\_\_\_\_\_  
C. Jackson, Manager,  
Legislative Services

  
\_\_\_\_\_  
I. Howat, General Manager,  
Corporate Services

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2014-MAR-04

  
\_\_\_\_\_  
G. Ferrero, Director  
Information Technology & Legislative  
Services

**SPECIAL "IN CAMERA" MINUTES**  
PARKS, RECREATION AND CULTURE COMMISSION MEETING  
SERVICE AND RESOURCE CENTRE BOARD ROOM  
WEDNESDAY, 2014-JAN-22, AT 7:28 P.M.

---

PRESENT: Commissioner D. Johnstone, Chair

Members: Commissioner T. Greves  
Commissioner F. Pattje  
Commissioner K. Alden  
Commissioner M. Beaudoin-Lobb  
Commissioner H. Houle  
Commissioner A. McPherson  
Commissioner D. Rinald  
Commissioner G. Savage  
Commissioner I. Thorpe  
Commissioner M. Young

Regrets: Commissioner L. Avis

Staff: R. Harding, Director, Parks, Recreation and Environment  
K. MacDonald, Parks and Open Space Planner  
J. Farrell, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 7:27 p.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 Minutes of the Special "In Camera" Meeting of the Parks, Recreation and Culture Commission held Wednesday, 2013-NOV-27 at 8:27 p.m. in the Service and Resource Centre Board Room be adopted as circulated. The motion carried unanimously.

4. PRESENTATIONS:

- (a) Al Brett and Bob Rowledge, representing the Nanaimo Lions Club, gave a presentation regarding a request to rename the Bowen Lacrosse Box from the current "Lions Sports Centre" to the "Ken Medland Memorial Sports Centre" and to install a cairn in memorium of Ken Medland's service to the Nanaimo Lions Club and the city of Nanaimo.

It was moved and seconded that the Parks, Recreation and Culture Commission recommend that Council approve the renaming of the Bowen Lacrosse Box to “Ken Medland Memorial Sports Centre.” The motion carried unanimously.

5. ADJOURNMENT:

It was moved and seconded at 7:44 p.m. that the Special “In Camera” meeting adjourn. The motion carried unanimously.

CERTIFIED CORRECT:



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D. Johnstone, Chair  
Parks, Recreation and Culture Commission

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R. Harding, Director  
Parks, Recreation and Environment

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-MAR-10, AT 4:30 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson (Arrived at 4:46 p.m.)  
Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Absent: Councillor J. A. Kipp

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
I. Howat, General Manager of Corporate Services  
T. P. Seward, Director of Social & Protective Services  
T. L. Hartley, Director of Human Resources & Organizational Planning  
B. E. Clemens, Director of Finance  
D. Lindsay, Director of Community Development  
R. J. Harding, Director of Parks, Environment & Recreation  
B. Prokopenko, Senior Manager of Engineering  
P. Cooper, Communications Manager  
G. Ferrero, Director of Information Technology & Legislative Services  
C. Jackson, Manager, Legislative Services  
K. King, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 4:32 p.m.

2. ADOPTION OF AGENDA:

02414 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

02514 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-FEB-24 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

Councillor Anderson entered the Douglas Rispin Room at 4:46 p.m.

4. PRESENTATIONS:

- (a) Mr. E. C. Swabey, City Manager, provided a presentation regarding future strategic priorities.

02614 It was moved and seconded that Council:

1. direct Staff to secure an option to purchase properties (specific properties to be identified at a future date) in the Linley Valley;
2. report back in an open meeting to confirm the acceptance of the land purchase options; and,
3. provide direction respecting financing the purchase, including the option of using a referendum to confirm electoral assent of the purchase, and to facilitate long term borrowing.

02714 It was moved and seconded that Council table consideration of Resolution No. 02614 to the 2014-MAR-24 "In Camera" Council Meeting. The motion carried unanimously.

5. CORPORATE SERVICES:

- (a) Preparation of 1 Port Drive for Transportation Hub and Passenger Fast Ferry Service

02814 It was moved and seconded that Council direct Staff to engage a consulting engineer to prepare a demolition plan with cost estimates for the former Canadian Pacific Railway dock and Island Pallet Solutions site located at 1 Port Drive. The motion carried.  
Opposed: Councillors Bestwick, McKay and Pattje

02914 It was moved and seconded that Council continue discussions with Seaspan Ferries Corporation to examine possibilities of a site reconfiguration. The motion carried.  
Opposed: Councillors Bestwick and McKay

03014 It was moved and seconded that Council undertake a traffic study to better understand the impacts of the transportation hub and the Island Ferry Services Limited proposal on the local road network. The motion carried.  
Opposed: Councillors Bestwick and McKay

03114 It was moved and seconded that Council report back to Council with a progress report as each issue is addressed. The motion carried.  
Opposed: Councillors Bestwick and McKay



(b) 2013 Release of "In Camera" Information

03214 It was moved and seconded that Council:

1. direct Staff to release, in whole or in part, 2013 Council and Committee of the Whole "In Camera" agendas, reports and minutes, by publishing on the City's website the items identified in Attachment A of the report where the requirement for confidentiality has passed, in accordance with Council Policy "*Routine Release of "In Camera" Resolutions and Related Reports and Information*"; and,
2. authorize the immediate release of this report following severing of Attachment A and that Attachment A be kept permanently confidential.

The motion carried unanimously.

6. COMMUNITY SERVICES:

(a) Parks, Recreation and Culture Commission "In Camera" Minutes

03314 It was moved and seconded that Council receive the "In Camera" Minutes of the Parks, Recreation and Culture Commission Meeting held 2014-JAN-22. The motion carried unanimously.

7. ADJOURNMENT:

03414 It was moved and seconded at 6:18 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

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MAYOR

CERTIFIED CORRECT:

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CORPORATE OFFICER

**SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-MAR-24, AT 5:30 P.M.

---

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-MAR-10 at 4:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC. Pg. 4-6

4. **PRESENTATIONS:**

NONE

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

- (a) Strategic Relations (for discussion purposes when applicable)
- (b) Mr. E. C. Swabey, City Manager, to provide a presentation regarding

7. **CORPORATE SERVICES:**

- (a) **Property Disposal – Lands Associated with the Former Boulder Creek Water System**

*Purpose: To obtain Council approval in principle to dispose of the lands associated with the historical Boulder Creek Pipe Line to support the Province's efforts to conclude a Reconciliation Agreement with Snuneymuxw First Nation.*

Staff Recommendation: That Council:

Pg. 7-11

1. approve in principle the disposition of the Boulder Creek Pipe Line Right of Way to the Province of BC;

2. if approval in principle is received, direct Staff to negotiate an Offer to Purchase with the Province of BC; and,
3. direct Staff to prepare a disposition report for an upcoming Council meeting once the Offer to Purchase is complete.

(b) **Road Closure Portion of Lambert Avenue**

*Purpose: To obtain Council approval in principle to sell a portion of road right of way known as Lambert Avenue and an unnamed lane parallel to Watfield Avenue.*

Staff Recommendation: That Council:

Pg. 12-14

1. approve in principle, the sale of the proposed road closure area to Hans Heringa, Constance Heringa and C.D.F. Development Ltd. for the sum of \$96,553; and,
2. if approval in principle is received, direct Staff to prepare a report with an accompanying road closure bylaw for the next open Council agenda.

(c) **Boundary Avenue/Northfield Road Intersection Improvements – Proposed Acquisition of a part of 2141 Boundary Avenue**

*Purpose: To obtain Council approval to acquire a portion of 2141 Boundary Avenue as part of the planned intersection improvements at Boundary Avenue and Northfield Road.*

Staff Recommendation: That Council:

Pg. 15-19

1. authorize Staff to acquire a portion of 2141 Boundary Avenue for a purchase price of \$20,000;
2. authorize the Mayor and Corporate Officer to execute the necessary documents; and,
3. direct Staff to release this report following severing of the text underlined in this report and after completion of the sale.

8. **COMMUNITY SERVICES:**

NONE

9. **CORRESPONDENCE:**

NONE

10. **OTHER BUSINESS:**

(a) **Linley Valley – Purchasing Options**

At the Special In Camera Meeting of Council held Monday, 2014-MAR-10, Council passed a motion to table consideration of resolution No. 02614 regarding Linley Valley purchasing options.

*[Note: A motion is required to lift the resolution No. 02614 from the table.]*

02614 It was moved and seconded that Council:

1. direct Staff to secure an option to purchase properties (specific properties to be identified at a future date) in the Linley Valley;
2. report back in an open meeting to confirm the acceptance of the land purchase options; and,
3. provide direction respecting financing the purchase, including the option of using a referendum to confirm electoral assent of the purchase, and to facilitate long term borrowing.

11. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR JOHNSTONE  
2014-MAR-10 to 2014-APR-27

# "In Camera"

## City of Nanaimo REPORT TO COUNCIL

DATE OF MEETING: 2014-MAR-24

AUTHORED BY: BILL CORSAN, MANAGER OF REAL ESTATE

RE: PROPERTY DISPOSAL – LANDS ASSOCIATED WITH THE FORMER BOULDER CREEK WATER SYSTEM

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### STAFF RECOMMENDATION:

That Council:

1. approve in principle the disposition of the Boulder Creek Pipe Line Right of Way to the Province of BC;
2. if approval in principle is received, direct Staff to negotiate an Offer to Purchase with the Province of BC; and
3. direct Staff to prepare a disposition report for an upcoming Council meeting once the Offer to Purchase is complete.

### PURPOSE:

The purpose of this report is to obtain Council approval in principle to dispose of the lands associated with the historical Boulder Creek Pipe Line to support the Province's efforts to conclude a Reconciliation Agreement with Snuneymuxw First Nation (SFN).

### BACKGROUND:

The City owns three fee simple parcels of land associated with the former Boulder Creek water works. The lands are situated within Block 202, Douglas District, which is on the south side of Mount Benson, near Nanaimo Lakes Road (Attachment A).

The lands encompass a total area of 1.37 ha (3.39 acres) as shown on Attachment B. This includes the Pipe Head Reservoir (also known as Reservoir No 6) Site 0.72 ha (1.79 acres), a Pipe Line Right of Way 0.62 ha (1.54 acres), and a Pipe Line connection to Nanaimo Lakes Road 0.02 ha (0.06 acres).

The lands were conveyed in fee simple from the Esquimalt and Nanaimo Railway Company to the City in 1903. A dam and reservoir were built and a pipeline constructed to divert water to the Chase River for the City's water supply at Reservoir No 1. This system was superceded by pumping water from the South Fork of the Nanaimo River and the South Fork dam in the early 1930's. The Boulder Creek system was apparently considered redundant and abandoned. Today, there is almost no trace of the pipeline as the right of way has been taken over by the forest.

Council  
 Committee.....  
 Open Meeting  
 In-Camera Meeting  
Meeting Date: 2014-MAR-24

Staff from the City's Water Resources Section believe that the lands associated with the Boulder Creek Pipe Line are surplus to City needs.

**Province/SFN Reconciliation Agreement**

The Ministry of Aboriginal Relations and Reconciliation (MARR) is in the process of finalizing a Reconciliation Agreement with SFN. The lands associated with Block 202, Douglas District are one of the key pieces included in the Agreement.

Representatives from MARR met with City Staff on 2013-NOV-06 to discuss the City's position on the status of the former Boulder Creek water system. Staff indicated that the lands were surplus.

Staff from MARR indicated that since the Boulder Creek property is not owned by the Province, it cannot be included in the Reconciliation Agreement. Including the lands would complicate past negotiations and for the sake of expediency, the Province would resurvey the Boulder Creek Water System and leave title in the City's name.

The final Reconciliation Agreement has now been presented to SFN who have indicated a strong desire for the Boulder Creek lands to be included as part of the Reconciliation Agreement.

Staff are recommending that the Boulder Creek lands be disposed of to the Province. This will enable the Province to consolidate the lands and conclude its Agreement with SFN.

If approval in principle to dispose of the lands is granted, Staff will work with the Province to prepare an Offer to Purchase and return to an open Council meeting for formal approval.

**Strategic Plan Considerations**


This disposition meets two of the key priorities identified in the 2012-2015 Strategic Plan, including;

Strategy	Potential Strategies and/or Initiatives
Taking Responsibility	<ul style="list-style-type: none"> <li>• Addressing unresolved, long-standing issues around land use and land ownership.</li> </ul>
Asset Management	<ul style="list-style-type: none"> <li>• Disposing of surplus land and infrastructure.</li> </ul>
Community Building Partnerships	<ul style="list-style-type: none"> <li>• Working with the Province and SFN to help address long term issues.</li> </ul>

**Recommendations for Release of Information to the Public:**

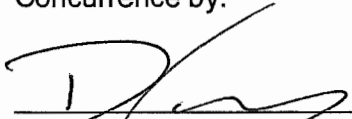
- For release upon conclusion of negotiations.

Respectfully submitted,

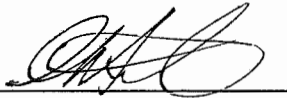


Bill Corsan  
MANAGER  
REAL ESTATE

Concurrence by:



Dale Lindsay  
DIRECTOR  
COMMUNITY DEVELOPMENT



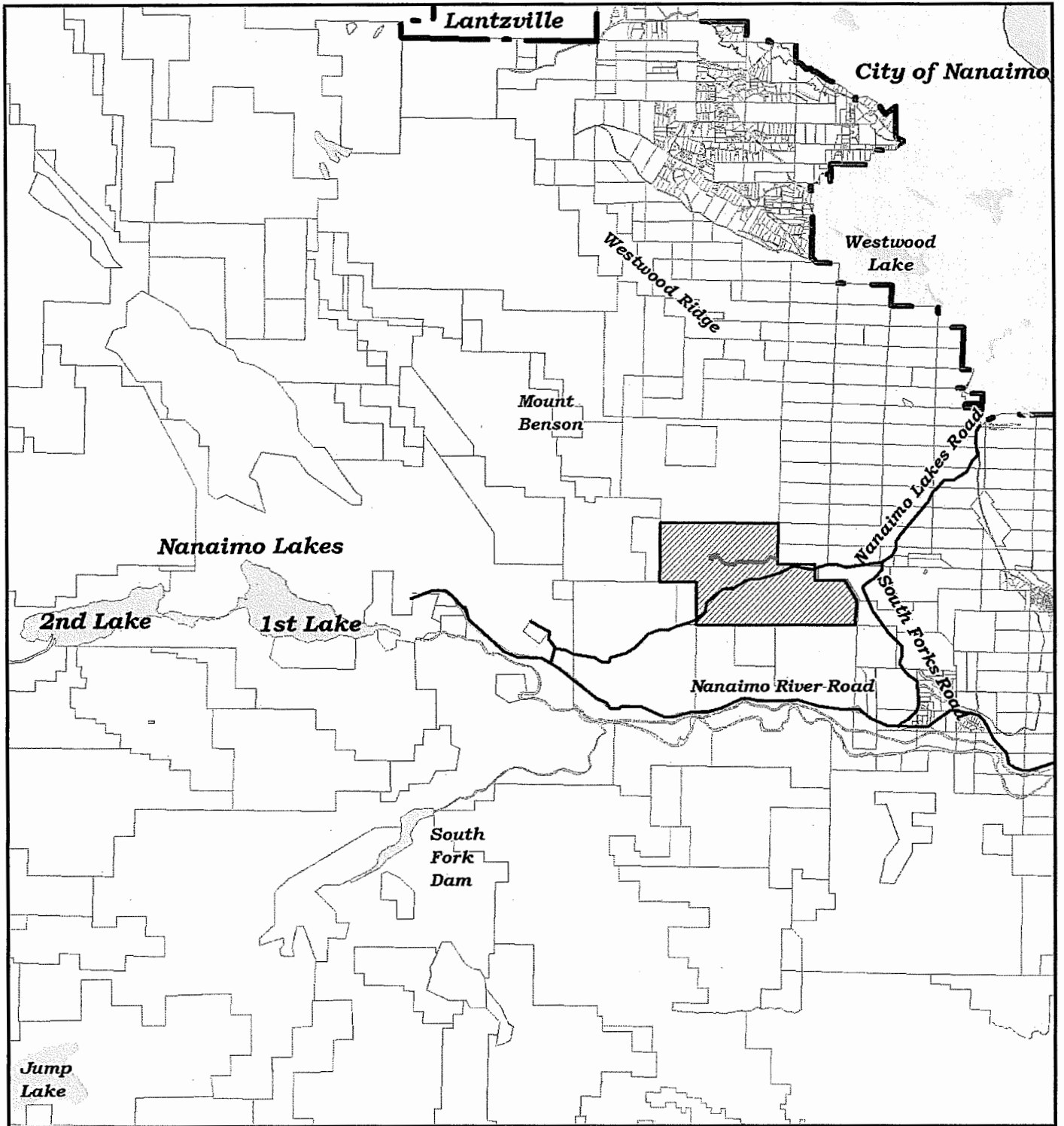
Ian Howat  
GENERAL MANAGER  
CORPORATE SERVICES

**CITY MANAGER COMMENT:**

I concur with the Staff recommendation.

Drafted: 2014-MAR-12  
INV00555  
BC/ns/tl

ATTACHMENT A



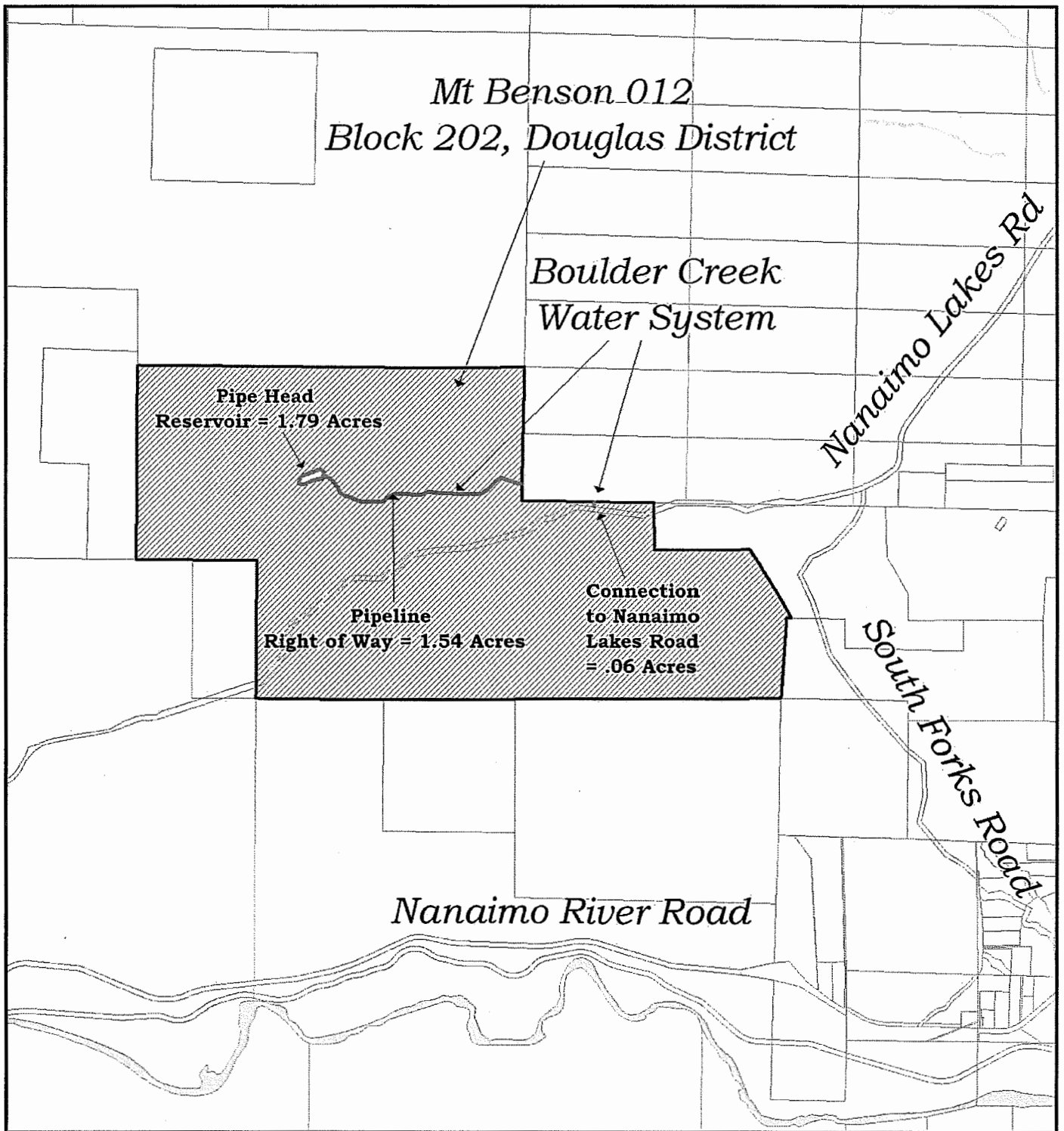
**LOCATION PLAN**

Civic: Boulder Creek

 Subject Properties

 Mt Benson 012,  
Block 202,  
Douglas District






### LOCATION PLAN

Civic: Boulder Creek

 Subject Properties

 Mt Benson 012, Block 202, Douglas District

**“In Camera”**  
**City of Nanaimo**  
**REPORT TO COUNCIL**

DATE OF MEETING: 2014-MAR-24

AUTHORED BY: NANCY SKEELS, REAL ESTATE TECHNICIAN, REAL ESTATE

RE: ROAD CLOSURE PORTION OF LAMBERT AVENUE

STAFF RECOMMENDATION:

That Council:

1. approve in principle, the sale of the proposed road closure area to  
for the sum of \$96,553; and
2. (if approval in principle is received), direct Staff to prepare a report with an accompanying road closure bylaw for the next open Council agenda.

PURPOSE:

The purpose of this report is to obtain Council approval in principle to sell a portion of road right of way known as Lambert Avenue and an unnamed lane parallel to Watfield Avenue.

BACKGROUND:

the “Owner”) own 1.62 ha (4 acres) of land fronting Third Street and bound by Hillcrest and Watfield Avenue (Attachment A). The property is split by an unbuilt road (Lambert Avenue) and an unbuilt lane which are owned by the City.

The Owner has submitted a road closure application for the acquisition of a portion of Lambert Avenue and the lane. The transaction involves closing 2,411 sq. m. (25,952 sq ft) of road and lane which will be consolidated with the Owner’s other parcels to create one lot that will facilitate redevelopment of the site. The lands adjacent to Third Street are designated “Corridor” in the OCP. The Owner has been advised that rezoning the property to align with the “Corridor” designation would be supported by Staff.

The Owner has paid for an independent appraisal which estimates the market value of the road right of way to be \$129,760. Staff from Public Works and Engineering have identified the need to acquire 617 m<sup>2</sup> (6,641 ft<sup>2</sup>) of road to facilitate future road widening works on Third Street. The Owner has agreed to sell the required land to the City for the price of \$33,207. The purchase price will be taken off the portion of road closure area that the Owner is acquiring. The total value for the road closure paid by the Owner will be \$96,553.

Council  
 Committee.....  
 Open Meeting  
 In-Camera Meeting

Meeting Date: 2014-MAR-24

There are no utilities located within the proposed road closure area. Fortis BC, Telus, Shaw, BC Hydro and the Ministry of Transportation interests are unaffected by this application.

In addition to the \$500.00 fee for processing the road closure application, costs for legal, survey and advertising will be recovered from the Owner.

**DISCUSSION**

Staff has reviewed the application in accordance with all City standards and can confirm the road area to be surplus to the City's needs.

As this report deals with land disposition Staff has brought the report to an In-camera meeting however if approval in principle for the disposal of the land is received a report will be prepared and brought forward to the next open Council agenda as part of a road closure bylaw.

**Recommendations for Release of Information to the Public:**

- For release upon conclusion of negotiations.

Respectfully submitted,

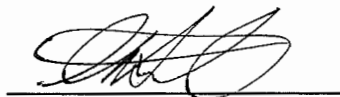


Bill Corsan  
MANAGER  
REAL ESTATE

Concurrence by:



Dale Lindsay  
DIRECTOR  
COMMUNITY  
DEVELOPMENT



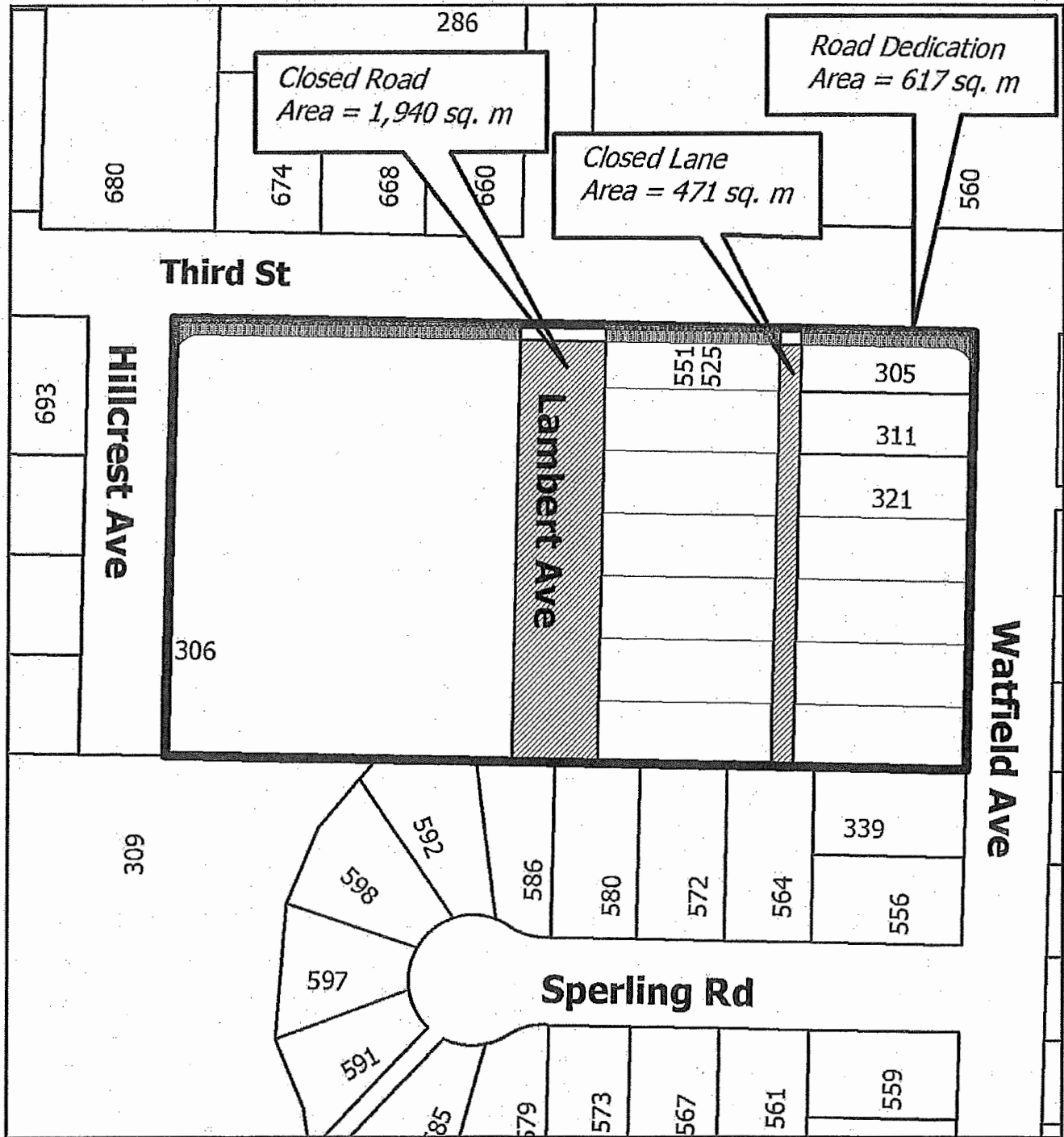
Ian Howat  
GENERAL MANAGER  
CORPORATE SERVICES

**CITY MANAGER COMMENT:**

I concur with the Staff recommendation.

LD002735  
BC/ns




# ATTACHMENT A



## LOCATION PLAN

Civic: 306 Hillcrest Ave, 525 Third Street and 305, 311 and 321 Watfield Ave

## Road Closure

-  Subject Properties
-  Proposed Road Closure
-  Proposed Road Dedication

**“In Camera”**  
**City of Nanaimo**  
**REPORT TO COUNCIL**

DATE OF MEETING: 2014-MAR-24

AUTHORED BY: BILL CORSAN, MANAGER OF REAL ESTATE &  
POUL ROSEN, ACTING SENIOR MANAGER OF ENGINEERING

RE: BOUNDARY AVENUE/NORTHFIELD ROAD INTERSECTION IMPROVEMENTS  
- PROPOSED ACQUISITION OF PART 2141 BOUNDARY AVENUE

---

**STAFF RECOMMENDATION:**

That Council:

1. authorize Staff to acquire a portion of 2141 Boundary Avenue for a purchase price of \$20,000;
2. authorize the Mayor and Corporate Officer to execute the necessary documents; and
3. direct Staff to release this report following severing of the text underlined in this report and after the completion of the sale.

**PURPOSE:**

To obtain Council approval to acquire a portion of 2141 Boundary Avenue as part of the planned intersection improvements at Boundary Avenue and Northfield Road.

**SUMMARY:**

- Staff has identified the need to make improvements to the Boundary Avenue/Northfield Road intersection.
- The City purchased 2145 Boundary Avenue on 2014-FEB-14 for this project.
- The new road alignment requires the corner of the adjacent property at 2141 Boundary Avenue to provide a functional design.
- The owner of the subject property is prepared to sell the property to the City for \$20,000.

**BACKGROUND:**

The Engineering and Public Works Department has identified a need to improve safety and traffic efficiency for the Boundary Avenue/Northfield Road intersection. Staff, in partnership with the Ministry of Transportation and Infrastructure (MoTI), have developed a design that is anticipated to improve safety and intersection efficiency. Construction is scheduled to begin in the summer of 2014.

Council  
 Committee.....  
 Open Meeting  
 In-Camera Meeting  
Meeting Date: 2014-MAR-24

At the 2013-SEP-09 Special “In Camera” Council meeting, Staff were directed to secure an option to purchase 2145 Boundary Avenue and if required complete the acquisition for a price of \$255,000. The property transferred to the City on 2014-FEB-14. The property was purchased in its entirety to facilitate continued left turn movements from Northfield Road onto Boundary Avenue. The existing house is scheduled for demolition in the coming weeks.

The design for the new road alignment also requires the acquisition of a portion of 2141 Boundary Avenue to facilitate a corner rounding at the new intersection (Attachment A & B).

Staff’s initial offer of \_\_\_\_\_ for the property was rejected.

\_\_\_\_\_ As a result, the owner did not accept the City’s offer and countered with an offer of \$20,000.

The acquisition of this “corner cut” is essential for safety and legal reasons. The City cannot avoid the proposed acquisition by altering the design as it would decrease safety and possibly create trespass by the general public.

Consequently, the Real Estate Section recommends accepting the owner’s counter proposal.

**PROPERTY DETAILS:**

PID: 003-485-668

Legal Description: Lot 3, Section 17, Range 8, Mountain District, Plan 21136

Location: West side Boundary Avenue between Northfield Road and Mallard Drive

Lot Size: Parent parcel - 22.86 m x 45.72 m = 1045.16 m<sup>2</sup> (75’ x 150’ = 11,250 sq. ft.)

Part Required: Irregular; 30.14 m<sup>2</sup> (324.42 sq. ft.)

Property Description: A residential property improved with a single family dwelling.

**Next Steps**

- Spring 2014: Complete 100% engineering design drawings
- Spring 2014: Demolish house at 2145 Boundary Avenue
- Spring 2014: Complete purchase of property and register road opening plan
- Spring/Summer 2014: Communication to the public
- Spring/Summer 2014: Issue tender for construction
- Summer 2014: Undertake construction of improvements to intersection

**Strategic Plan Considerations**

The proposal to improve this intersection meets two of the key priorities identified in the 2012-2015 Strategic Plan, including;

Strategy	Potential Strategies and/or Initiatives
Transportation and Mobility	<ul style="list-style-type: none"><li>• Economic growth in part due to enhanced transportation connections to Victoria, Vancouver and the world.</li><li>• Work with RDN, NEDC, Chamber of Commerce, Nanaimo Port Authority, BC Ferries, BC Transit, Airport Authority, Island Corridor Foundation, advocates for and support improvement of external connections: inter-city bus, ferries, fast foot ferry to downtown Vancouver, float planes, enhanced air connections.</li></ul>
Taking Responsibility	<ul style="list-style-type: none"><li>• Continuing to facilitate change and overall development consistent with vision and plans; taking action steps to be a catalyst or investment in the City's future.</li></ul>

Respectfully submitted,



Bill Corsan  
MANAGER  
REAL ESTATE



Paul Rosen  
ACTING SENIOR MANAGER  
ENGINEERING

Concurrence by:



Dale Lindsay  
DIRECTOR  
COMMUNITY DEVELOPMENT

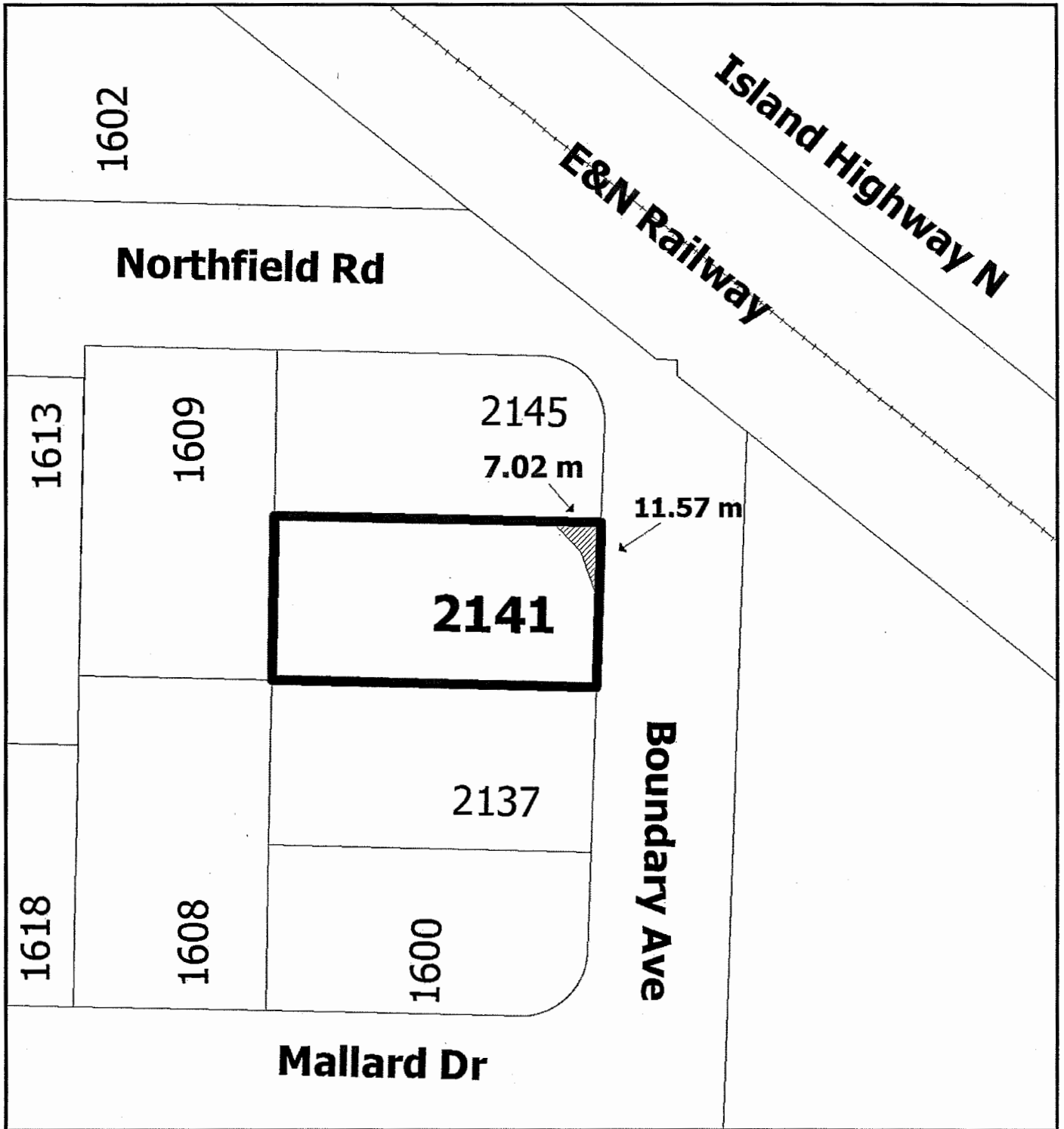


Ian Howat  
GENERAL MANAGER  
CORPORATE SERVICES

CITY MANAGER COMMENT:

I concur with the Staff recommendation.

Drafted: 2014-MAR-11  
LD002745  
BC/RS/PR/tl



**LOCATION PLAN**

Civic: 2141 Boundary Avenue

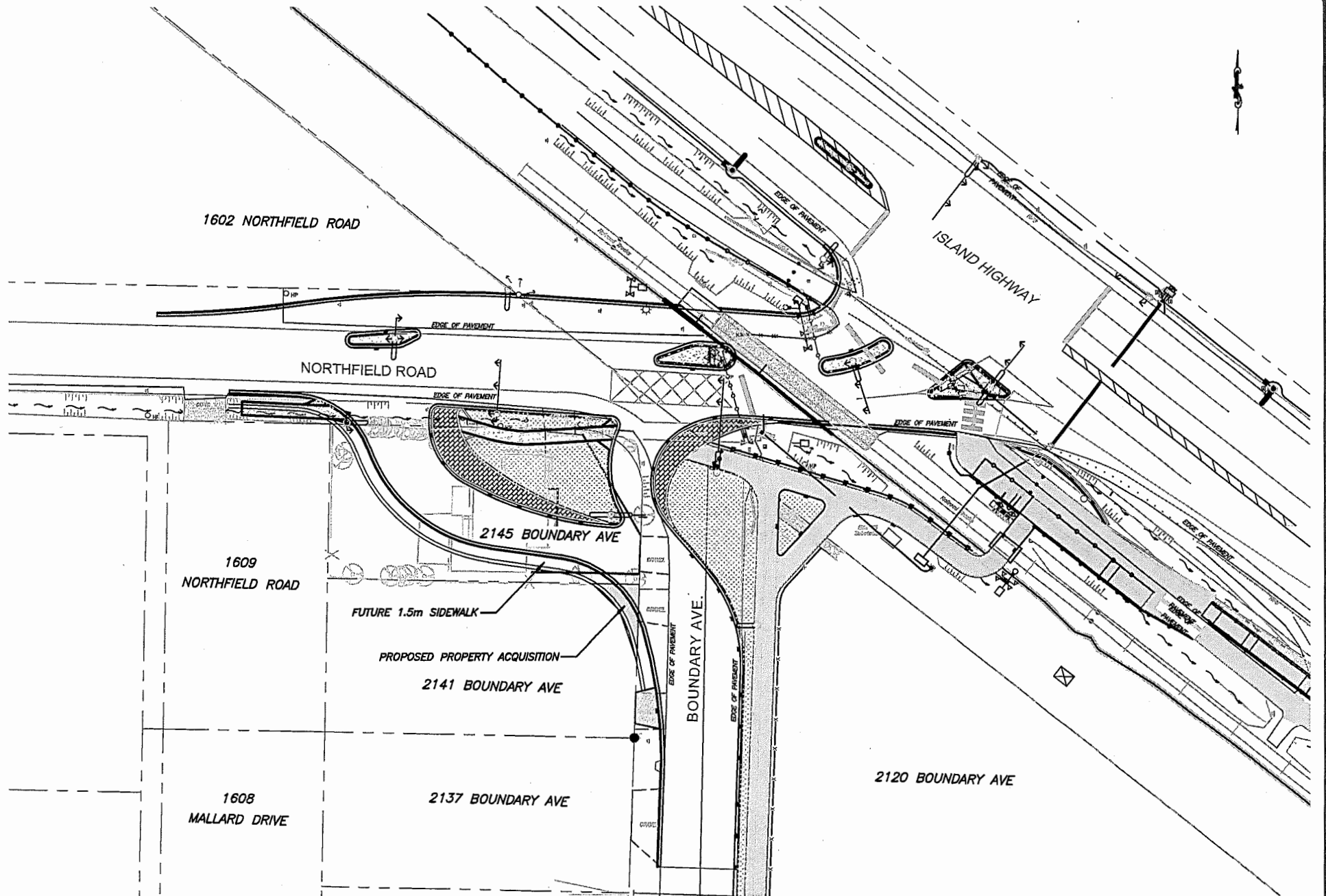


**Subject Property**



**Area proposed for acquisition (30.14 sq. m)**





**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-MAR-24, AT 5:30 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager  
I. Howat, General Manager of Corporate Services  
G. Ferrero, Director of Information Technology & Legislative Services  
T. L. Hartley, Director of Human Resources & Organizational Planning  
D. Lindsay, Director of Community Development  
B. Prokopenko, A/Director of Engineering & Public Works  
P. Cooper, Communications Manager  
C. Jackson, Manager of Legislative Services  
K. King, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:30 p.m.

2. ADOPTION OF AGENDA:

03514 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

03614 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-MAR-10 at 4:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC. be adopted as circulated. The motion carried unanimously.

Ms. K. King, Recording Secretary, vacated the Douglas Rispin Room at 5:36 p.m.

4. ADMINISTRATION:

(a) Mr. E. C. Swabey, City Manager, discussion with Council regarding the

Ms. K. King returned to the Douglas Rispin Room at 6:07 p.m.

5. CORPORATE SERVICES:

(a) Property Disposal – Lands Associated with the Former Boulder Creek Water System

---

03714 It was moved and seconded that Council:

1. approve in principle the disposition of the Boulder Creek Pipe Line Right of Way to the Province of BC;
2. if approval in principle is received, direct Staff to negotiate an Offer to Purchase with the Province of BC; and,
3. direct Staff to prepare a disposition report for an upcoming open Council meeting once the Offer to Purchase is complete.

The motion carried unanimously.

(b) Road Closure Portion of Lambert Avenue

03814 It was moved and seconded that Council:

1. approve in principle, the sale of the proposed road closure of a portion of Lambert Avenue to Hans Heringa, Constance Heringa and C.D.F. Development Ltd. for the sum of \$96,553; and,
2. if approval in principle is received, direct Staff to prepare a report with an accompanying road closure bylaw for the next open Council agenda.

The motion carried unanimously.

(c) Boundary Avenue/Northfield Road Intersection Improvements – Proposed Acquisition of a part of 2141 Boundary Avenue

---

03914 It was moved and seconded that Council:

1. authorize Staff to acquire a portion of 2141 Boundary Avenue for a purchase price of \$20,000;
2. authorize the Mayor and Corporate Officer to execute the necessary documents; and,
3. direct Staff to release the report following severing of the text underlined in the report and after completion of the sale.

The motion carried unanimously.

6. OTHER BUSINESS:

(a) Linley Valley – Purchasing Options

At the Special "In Camera" Meeting of Council held Monday, 2014-MAR-10, Council passed a motion to table consideration of Resolution No. 02614 regarding Linley Valley purchasing options.

"02614 It was moved and seconded that Council:

1. direct Staff to secure an option to purchase properties (specific properties to be identified at a future date) in the Linley Valley;
2. report back in an open meeting to confirm the acceptance of the land purchase options; and,
3. provide direction respecting financing the purchase, including the option of using a referendum to confirm electoral assent of the purchase, and to facilitate long term borrowing."

04014 It was moved and seconded that Council Resolution No. 02614 be lifted from the table. The motion carried unanimously.

04114 It was moved and seconded that Council:

1. direct Staff to secure an option to purchase properties (specific properties to be identified at a future date) in the Linley Valley;
2. report back in an open meeting to confirm the acceptance of the land purchase options; and,
3. provide direction respecting financing the purchase, including the option of using a referendum to confirm electoral assent of the purchase, and to facilitate long term borrowing.

The motion carried.

Opposed: *Councillor McKay*

7. ADJOURNMENT:

04214 It was moved and seconded at 6:41 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

---

MAYOR

CERTIFIED CORRECT:

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CORPORATE OFFICER

**SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-APR-14, AT 5:30 P.M.

---

1. **ADOPTION OF AGENDA:**

*That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).*

2. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-MAR-24 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC.

3. **PRESENTATIONS:**

NONE

4. **MAYOR'S REPORT:**

NONE

5. **ADMINISTRATION:**

- (a) Strategic Relations (for discussion purposes when applicable)

6. **CORPORATE SERVICES:**

- (a)

7. **COMMUNITY SERVICES:**

NONE

8. **CORRESPONDENCE:**

NONE

9. **OTHER BUSINESS:**

10. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR JOHNSTONE  
2014-MAR-10 to 2014-APR-27

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-APR-14, AT 5:30 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Absent: Councillor G. Anderson

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
D. Lindsay, Director of Community Development  
P. Cooper, Communications Manager  
C. Jackson, Manager of Legislative Services  
K. King, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:55 p.m.

2. ADOPTION OF AGENDA:

04314 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

04414 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-MAR-24 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

4. CORPORATE SERVICES:

(a)

5. ADJOURNMENT:

04714 It was moved and seconded at 6:21 p.m. that the "In Camera" Meeting terminate.  
The motion carried unanimously.

---

M A Y O R

CERTIFIED CORRECT:

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CORPORATE OFFICER



**SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-MAY-12, AT 5:30 P.M.

---

1. **ADOPTION OF AGENDA:**

*That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).*

2. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-APR-14 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC. Pg. 3-4

3. **PRESENTATIONS:**

NONE

4. **MAYOR'S REPORT:**

NONE

5. **ADMINISTRATION:**

- (a) Strategic Relations (for discussion purposes when applicable)

6. **CORPORATE SERVICES:**

- (a) **Proposed Land Exchange Agreement for 155 Westwood Road**

*Purpose: To obtain Council approval in principle to enter into a land exchange agreement with the owners of 2090 Skaha Drive and 2092 Skaha Drive to complete City ownership of the land on the north side of the Millstone River.*

Staff Recommendation: That Council:

*Pg. 5-8*

1. provide approval in principle to enter into a land exchange agreement with the owners of 2090 and 2092 Skaha Drive to better align the City's land assets along the Millstone River; and,
2. direct Staff to return to an open Council meeting for formal approval once the land exchange agreements have been finalized.

(b) Linley Valley Acquisition Project Update

7. **COMMUNITY SERVICES:**

NONE

8. **CORRESPONDENCE:**

NONE

9. **OTHER BUSINESS:**

10. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR PATTJE  
2014-APR-28 to 2014-JUN-08

**“In Camera”**  
**City of Nanaimo**  
**REPORT TO COUNCIL**

DATE OF MEETING: 2014-MAY-12

AUTHORED BY: BILL CORSAN, MANAGER REAL ESTATE

RE: PROPOSED LAND EXCHANGE AGREEMENT FOR 155 WESTWOOD ROAD

---

STAFF RECOMMENDATION:

That Council:

1. provide approval in principle to enter into a land exchange agreement with the owners of 2090 and 2092 Skaha Drive to better align the City's land assets along the Millstone River; and
2. direct Staff to return to an open Council meeting for formal approval once the land exchange agreements have been finalized.

PURPOSE:

The purpose of this Staff report is to seek Council approval in principle to enter into a land exchange agreement with the owners of 2090 Skaha Drive and 2092 Skaha Drive to complete City ownership of the land on the north side of the Millstone River.

BACKGROUND:

At the 2013-DEC-02 Special “In Camera” Council meeting, it was resolved that the City acquire 155 Westwood Road to complete the Millstone River Greenway. At the 2014-JAN-13 Council meeting, a “For Information Only” Staff report indicated that the property had been acquired and that Staff would return to an upcoming Council meeting with options for the trail and remainder of the lands.

At the 2014-JAN-27 Special “In Camera” Council meeting, the following resolutions were passed:

That Council:

1. direct Staff to commence discussions with the Agricultural Land Commission (ALC) to establish a multi-use trail across a portion of 155 Westwood Road; and
2. resolve that 155 Westwood Road be held as a medium-term disposition under the City's Property Management Strategy.

Following the passing of the above resolution, Staff was approached by the owners of 2090 and 2092 Skaha Drive. The owners have proposed a land exchange that would see

Council   
Committee.....   
Open Meeting   
In-Camera Meeting   
Meeting Date: 2014-MAY-12

portions of the City-owned land at 155 Westwood Road exchange with their land holdings on the Millstone River. The proposed land exchange is outlined in Attachment A.

**Land Exchange Details**

In total, the City would transfer 4.5 acres of land from 155 Westwood Road, and receive 10.7 acres of land along the Millstone River.

As a result of the acquisition, the City would own 44.5 acres of land between East Wellington Road and Westwood Road.

*2090 Skaha Drive – Owner:*

Under the agreement, ten acres of farm land from 2090 Skaha Drive would be transferred to the City of Nanaimo in exchange for three acres of City-owned land from 155 Westwood Road.

Mr. Grewal would retain ownership of the land south of the Millstone River and own the land on the triangle above the ridge.

*2092 Skaha Drive – Owner:*

When this lot of was created in 2008, the ALC required the parcel to be 5 acres in size. To achieve the parcel size, the property line extended over the Millstone River. The owner has advised the City that he would be interested in trading his lands north of the Millstone River for lands immediately adjacent to the east. These City-owned lands contain marsh and some usable upland.

**Next Steps**

If Council is supportive of this proposal, Staff will return to an open Council meeting for formal approval of the land exchange agreements.

The land exchange agreements will require the approval of the ALC as these lands are within the Agricultural Land Reserve (ALR). Staff will act as agents for the property owners and project manage the ALC approval process which will require a formal application to be submitted to the ALC and a Council Resolution supporting the concept. Staff will also request approval for the construction of a trail at the same time.

**Strategic Plan Considerations**

This proposed land exchange agreement meets one of the key priorities identified in the 2012-2015 Strategic Plan, including;

<b>Strategy</b>	<b>Potential Strategies, Initiatives and/or Outcomes Desired</b>
Taking Responsibility	<ul style="list-style-type: none"><li>Continuing to facilitate change and overall development consistent with vision and plans; taking action steps to be a catalyst or investment in the City's future.</li></ul>

**Recommendations for Release of Information to the Public**

- For release upon conclusion of negotiations following severing of the text underlined in the report

Respectfully submitted,



Bill Corsan  
MANAGER  
REAL ESTATE

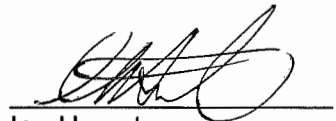
Concurrence by:



Dale Lindsay  
DIRECTOR  
COMMUNITY  
DEVELOPMENT



Richard Harding  
DIRECTOR  
PARKS, ENVIRONMENT &  
RECREATION



Ian Howat  
GENERAL MANAGER  
CORPORATE SERVICES

CITY MANAGER COMMENT:

I concur with the Staff recommendation.

Drafted: 2014-APR-28  
LD002679  
BC/tl

# IN CAMERA

## City of Nanaimo

### REPORT TO COUNCIL

DATE OF MEETING: 2014-MAY-12

AUTHORED BY: B. E. CLEMENS, DIRECTOR OF FINANCE

RE: 2014 – 2018 FINANCIAL PLAN BYLAW AMENDMENT FOR  
LINLEY VALLEY PROPERTY ACQUISITIONS

---

#### STAFF RECOMMENDATION:

That Council direct Staff to amend the 2014 – 2018 Financial Plan, after adoption, to reflect the purchases directed by Council.

#### PURPOSE:

To amend the 2014 – 2018 Financial Plan for changes that have occurred since the bylaw was introduced on 2014-APR-28.

#### DISCUSSION:

The 2014 – 2018 Financial Plan Bylaw provides authority for Council and Staff. The *Community Charter* is clear that all expenditures must be included in the Financial Plan bylaw.

At the "In Camera" Meeting held on 2014-MAY-05, Council provided direction on a number of property purchases in the Linley Valley. None of these expenditures are presently included in the 2014 – 2018 Financial Plan. Should all of the offers approved by Council be accepted, the estimated cost is \$7.9 million. While Staff are working to find ways to reduce this cost, Staff believe it is important to amend the budget to include the current estimates.

Staff propose to fund these acquisitions from existing reserves as follows:

- Property Sales Fund \$ 3,000,000
- Parkland Dedication Fund 225,000
- DCC City Wide Parks Fund 1,000,000
- Property Acquisition Reserve 422,000
- Property Acquisition 2014 Budget 600,000
- Miscellaneous reserve accounts 1,520,198
- General Capital 1,132,802

The "miscellaneous reserve accounts" represent sixteen separate reserves for many different areas of City operations, with balances varying from \$5,600 to \$400,000. Some of these reserves would have eventually been transferred to the General Fund Asset Management Fund, but this property acquisition has been given a higher priority.

Miscellaneous Reserve Accounts:


• Storm Capital	\$ 174,000
• Fire Department	80,615
• Public Education – Fire	5,646
• Nanaimo Athletic Commission	9,554
• Beban Area Property	407,635
• Engineering Capital	5,860
• Recreation Capital	30,188
• Transportation	308,395
• Economic Development	179,307
• Police Capital	50,317
• DSD Incomplete Projects	40,393
• Emergency Services	6,294
• Local Improvements	181,260
• North Slope Stability	14,187
• Arena Capital	15,075
• Legislative Services	11,472
	<u>\$1,520,198</u>

The General Capital Reserve has been used to make up the difference.

As Council opted not to use referendum borrowing as a funding source for this property acquisition, Staff have reviewed all of the General Fund reserves and utilized any that were not designated for spending in the near future. This will significantly reduce Council's ability to respond to any other major issue that is not already funded in the 2014 - 2018 Financial Plan.

It is unusual for the Financial Plan Bylaw to be amended so soon after its adoption. The decision to pursue acquisitions came up very recently and were negotiated in a short period of time. It was also necessary to keep them confidential until options could be obtained on the properties. Now that this has been done, it is necessary to amend the budget to reflect these expenditures. Staff intend to introduce the Financial Plan Amendment Bylaw at the Open Meeting of Council on 2014-MAY-26.

Respectfully submitted,

  
\_\_\_\_\_  
B. E. Clemens  
DIRECTOR  
FINANCE

Concurrence by:

  
\_\_\_\_\_  
I. Howat  
GENERAL MANAGER  
CORPORATE SERVICES

CITY MANAGER COMMENT:

I concur with the staff recommendation.

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-MAY-12, AT 5:30 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson  
Councillor W. L. Bestwick (arrived at 5:33pm.)  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
I. Howat, General Manager of Corporate Services  
B. E. Clemens, Director of Finance  
R. Lawrance, Environmental Planner  
B. Corsan, Manager of Real Estate  
R. J. Harding, Director of Parks, Environment & Recreation  
D. Lindsay, Director of Community Development  
T. P. Seward, Director of Social & Protective Services  
G. Ferrero, Director of Information Technology & Legislative Services  
C. Jackson, Manager of Legislative Services  
K. King, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:33 p.m.

2. INTRODUCTION OF LATE ITEMS:



3. ADOPTION OF AGENDA:

04814 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as amended. The motion carried unanimously.

4. ADOPTION OF MINUTES:

04914 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-APR-14 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

5. CORPORATE SERVICES:

(a) Proposed Land Exchange Agreement for 155 Westwood Road

Mr. B. Corsan, Manager of Real Estate provided a presentation regarding the land exchange agreement.

05014 It was moved and seconded that Council

1. provide approval in principle to enter into a land exchange agreement with the owners of 2090 and 2092 Skaha Drive to better align the City's land assets along the Millstone River; and,
2. direct Staff to return to an open Council meeting for formal approval once the land exchange agreements have been finalized.

The motion carried unanimously.

(b) Linley Valley Acquisition Project Update

Mr. B. Corsan, Manager of Real Estate provided a presentation regarding the Linley Valley property acquisition.

05114 It was moved and seconded that Council direct Staff to amend the 2014 – 2018 Financial Plan, after adoption, to reflect the purchases directed by Council. The motion carried.

Opposed: *Councillor McKay*

05214 It was moved and seconded that Council authorize the release of a press release regarding the acquisition of Linley Valley properties. The motion carried unanimously.

6. OTHER BUSINESS:

7. ADJOURNMENT:

05314 It was moved and seconded at 6:25 p.m. that the "In Camera" Meeting terminate.  
The motion carried unanimously.

---

MAYOR

CERTIFIED CORRECT:

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CORPORATE OFFICER

**SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-MAY-26, AT 5:00 P.M.

---

1. **ADOPTION OF AGENDA:**

*That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).*

2. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-MAY-12 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC. *Pg. 1-3*

3. **PRESENTATIONS:**

4. **MAYOR'S REPORT:**

NONE

5. **ADMINISTRATION:**

- (a) Strategic Relations (for discussion purposes when applicable)

6. **CORPORATE SERVICES:**

- (a)

(b)

Pg.7-18

(c) **Release of 2014 "In Camera" Meeting Information – First Quarter Report - Period Ending 2014-APR-30**

*Purpose: To provide a summary of "In Camera" release of information during the first quarter of 2014 and obtain Council direction for the release of items in the first quarter where there is no longer a requirement to keep the information confidential and the items have not been authorized for release by Council.*

Staff Recommendation: That Council:

Pg. 19-23

1. direct Staff to release in whole or in part, 2014 first quarter Council and Committee of the Whole "In Camera" agendas, reports and minutes, by publishing on the City's website the items identified in Attachment A of the report where the requirement for confidentiality has passed and Council authorization has not yet been obtained in accordance with Council Policy "Routine Release of "In Camera" Resolutions and Related Reports and Information"; and,
2. authorize the immediate release of this report following severing of Attachment A and that Attachment A be kept permanently confidential.

(d) **Quarterly Claims Report – Period Ending 2014-MAR-31**

*Purpose: To provide Council with the Quarterly Claims Report for the period ending 2014-MAR-31.*

Staff Recommendation: That Council receive for information the report pertaining to the Quarterly Claims Report for the period ending 2014-MAR-31.

Pg. 24-28

7. **COMMUNITY SERVICES:**

NONE

8. **CORRESPONDENCE:**

NONE

9. **OTHER BUSINESS:**

- (a) Request for Council direction re: release of "In Camera" reports and excerpts from minutes regarding Linley Valley property acquisition

"Staff Recommendation: That Council direct Staff to release all "In Camera" reports and excerpts from "In Camera" Minutes related to the acquisition of properties within the Linley Valley for the purposes of parkland."

- (b)

10. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR PATTJE  
2014-APR-28 to 2014-JUN-08

# IN CAMERA

## City of Nanaimo

### REPORT TO COUNCIL

DATE OF MEETING: 2014-MAY-26

AUTHORED BY: CHRIS JACKSON, MANAGER OF LEGISLATIVE SERVICES

RE: RELEASE OF 2014 "IN CAMERA" MEETING INFORMATION – FIRST QUARTER REPORT

---

STAFF RECOMMENDATION: That Council:

1. direct Staff to release in whole or in part, 2014 first quarter Council and Committee of the Whole "In Camera" agendas, reports and minutes, by publishing on the City's website the items identified in Attachment A of the report where the requirement for confidentiality has passed and Council authorization has not yet been obtained in accordance with Council Policy "*Routine Release of "In Camera" Resolutions and Related Reports and Information*"; and,
2. authorize the immediate release of this report following severing of Attachment A and that Attachment A be kept permanently confidential.

PURPOSE:

To provide a summary of "In Camera" release of information during the first quarter of 2014 and obtain Council direction for the release of items in the first quarter where there is no longer a requirement to keep the information confidential and the items have not been authorized for release by Council.

DISCUSSION:

Attached is a summary of all "In Camera" meeting information from January to March 2014 (Attachment A). Staff have completed a review of the material to determine what information is still required to be kept confidential and what documents may be released or released with some severing of detail required in accordance with Council Policy and the *Freedom of Information and Protection of Privacy Act (FOIPPA)*. The items have been colour coded as follows:

- blue – Council has previously authorized release in whole or in part;
- green – can be released in whole or in part;
- yellow – can be released at some point in the future (i.e. following completion of negotiations); and,
- red – should not be released.

Council  
 Committee.....  
 Open Meeting  
 In-Camera Meeting

Meeting Date: 2014-MAY-26

Pursuant to Section 23 of *FOIPPA*, when considering release of information containing third party information, the third party must be advised of the intended release of the information and provided an opportunity to respond. In the case where the "In Camera" information under review for release contains third party information, rather than advising all third parties and following this process, Staff have severed the information. This process does not preclude members of the public from requesting this information by way of an FOI request for records.

STRATEGIC PLAN IMPLICATIONS:

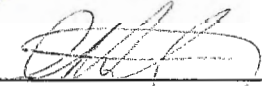
In Council's Strategic Plan, the Operating Philosophy states that Council is taking responsibility to be an excellent municipal government for Nanaimo, which is identified as a strategic priority for Council. Transparency is a key component of taking responsibility. One of the outcomes to assist in transparency was to develop policies around the release of "In Camera" information. As well as the issue of transparency, another component of taking responsibility is the requirement to protect our citizens and business partners' interests, where appropriate.

RECOMMENDATION FOR RELEASE OF INFORMATION TO THE PUBLIC:

For immediate release following severing of Attachment A and that Attachment A be kept permanently confidential.

Respectfully submitted,

  
\_\_\_\_\_  
C. Jackson, Manager,  
Legislative Services

  
\_\_\_\_\_  
I. Howat, General Manager,  
Corporate Services

  
\_\_\_\_\_  
G. Ferrero, Director  
Information Technology & Legislative  
Services

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2014-MAY-16

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-MAY-26, AT 5:00 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson (entered at 6:20 p.m.)  
Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
I. Howat, General Manager of Corporate Services  
B. E. Clemens, Director of Finance  
G. Ferrero, Director of Information Technology & Legislative Services  
T. L. Hartley, Director of Human Resources & Organizational Planning  
D. Lindsay, Director of Community Development  
P. Cooper, Communications Manager  
J. Horn, Social Planner  
C. Jackson, Manager of Legislative Services  
D. Smith, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:14 p.m.

2. ADOPTION OF AGENDA:

05314 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. ADOPTION OF MINUTES:

05414 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-MAY-12 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.



4. CORPORATE SERVICES:

(a)

(b)

- -

(c) Release of 2014 "In Camera" Meeting Information – First Quarter Report - Period Ending 2014-APR-30

05914 It was moved and seconded that Council:

1. direct Staff to release in whole or in part, 2014 first quarter Council and Committee of the Whole "In Camera" agendas, reports and minutes, by publishing on the City's website the items identified in Attachment A of the report where the requirement for confidentiality has passed and Council authorization has not yet been obtained in accordance with Council Policy "*Routine Release of "In Camera" Resolutions and Related Reports and Information*"; and,
2. authorize the immediate release of this report following severing of Attachment A and that Attachment A be kept permanently confidential.

The motion carried unanimously.

(d) Quarterly Claims Report – Period Ending 2014-MAR-31

06014 It was moved and seconded that Council receive for information the report pertaining to the Quarterly Claims Report for the period ending 2014-MAR-31. The motion carried unanimously.

Mayor Ruttan vacated the Chair and the Douglas Rispin Room at 6:38 p.m.

Councillor Pattje assumed the Chair.

Mayor Ruttan returned to the Douglas Rispin Room and resumed the Chair at 6:40 p.m.

5. OTHER BUSINESS:

(a) Request for Council direction re: release of "In Camera" reports and excerpts from minutes regarding Linley Valley property acquisition

06114 It was moved and seconded that Council direct Staff to release all "In Camera" reports and excerpts from "In Camera" Minutes related to the acquisition of properties within the Linley Valley for the purposes of parkland. The motion carried unanimously.

(b)

6. ADJOURNMENT:

06314 It was moved and seconded at 6:57 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

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M A Y O R

CERTIFIED CORRECT:

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CORPORATE OFFICER

**SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
THURSDAY, 2014-JUN-05, AT 5:00 P.M.

---

1. **ADOPTION OF AGENDA:**

*That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).*

2. **DISCUSSION:**

(a) Council discussion with Ms. Michelle Stilwell, MLA, Parksville-Qualicum.

3. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR PATTJE  
2014-APR-28 to 2014-JUN-08

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
THURSDAY, 2014-JUN-05, AT 5:00 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor M. D. Brennan  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor W. B. McKay (Arrived at 5:15 p.m.)  
Councillor J. F. K. Pattje

Absent: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor G. E. Greves

Others: Ms. Michelle Stilwell, MLA Parksville-Qualicum

Staff: E. C. Swabey, City Manager  
I. Howat, General Manager of Corporate Services

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:05 p.m.

2. ADOPTION OF AGENDA:

06414 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. DISCUSSION:

Council met with Ms. Michelle Stilwell, MLA Parksville-Qualicum to discuss topics of mutual concern.

4. ADJOURNMENT:

06514 It was moved and seconded at 6:30 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

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M A Y O R

CERTIFIED CORRECT:

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CORPORATE OFFICER

**AMENDED SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-JUN-09, AT 5:00 P.M.

---

1. **ADOPTION OF AGENDA:**

(a)

(b)

*That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).*

2. **ADOPTION OF MINUTES:**

(a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-MAY-26 at 5:00 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC.

*Pg. 4-7*

3. **PRESENTATIONS:**

4. **MAYOR'S REPORT:**

NONE

5. **ADMINISTRATION:**

(a) Strategic Relations (for discussion purposes when applicable)

6. **CORPORATE SERVICES:**

(a) **Update on Lease Agreement with Island Ferry Services Ltd. – 1 Port Drive**

*Purpose: To obtain Council approval in principle to dispose of land at 1 Port Drive through lease and licence agreements to Island Ferry Services Ltd. (IFSL) for a proposed foot passenger ferry service.*

Staff Recommendation: That Council:

*Pg. 8-58*

1. provide approval in principle for the lease and licence dispositions associated with the Island Ferry Services Ltd.;
2. direct Staff to return to an upcoming open Council meeting once Island Ferry Services Ltd. has executed the documents; and,
3. direct Staff to release the report upon conclusion of negotiations.

*Pg. 58.1*

(b)

*Pg. 59-62*

7. **COMMUNITY SERVICES:**

NONE

8. **CORRESPONDENCE:**

NONE

9. **OTHER BUSINESS:**

(a)



10. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR GREVES  
2014-JUN-09 to 2014-JUL-27

# "In Camera"

## City of Nanaimo

### REPORT TO COUNCIL

DATE OF MEETING: 2014-JUN-09

AUTHORED BY: BILL CORSAN, MANAGER OF REAL ESTATE

RE: APPROVAL IN PRINCIPLE – LEASE AND LICENCE DISPOSITION TO ISLAND FERRY SERVICES LTD.

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#### REQUEST FOR DIRECTION:

That Council:

1. provide approval in principle for the lease and licence dispositions associated with the Island Ferry Services Ltd.;
2. direct Staff to return to an upcoming open Council meeting once Island Ferry Services Ltd. has executed the documents; and
3. direct Staff to release this report upon conclusion of negotiations.

#### PURPOSE:

To obtain Council approval in principle to dispose of land at 1 Port Drive through lease and licence agreements to Island Ferry Services Ltd. (IFSL) for a proposed foot passenger ferry service.

#### BACKGROUND

For the past four years, IFSL has been developing a business plan for a foot passenger ferry service between downtown Nanaimo and downtown Vancouver. Since 2013-OCT-21, there have been five staff reports to Council related to the IFSL proposal. The Chronology in Attachment D summarizes the outcomes of those meetings.

Staff have worked with IFSL to create a framework of agreements that meet the City's objectives of supporting a fast foot passenger ferry service to Vancouver, while ensuring the long term redevelopment potential of the City's recently acquired lands at 1 Port Drive are not compromised. A key consideration is the City's ability to require relocation of IFSL's operations when necessary and for the City to be able to construct Front Street through the property.

To meet these objectives, three agreements have been prepared. The agreements envision IFSL taking possession of the lands on 2014-OCT-01 and becoming operational by 31-MAR-2015. The six month window provides IFSL with time to undertake site improvements and construction of a temporary passenger terminal and ferry dock.

Council  
 Committee.....  
 Open Meeting  
 In-Camera Meeting

Report Date: 2014-Jun-09

The completed agreements are contained as attachments. A summary of the salient terms are outlined below:

**Terminal Lease: (Attachment A)**

- Total Area: 1.96 acres (1.26 acres upland, 0.7 acres water lot)
- Term: 20 years, renewable 2 additional times at Council's discretion (not to be unreasonably withheld)
- Commencement: 2014-OCT-01
- Requires IFSL to be operating by 2015-MAR-31
- Rent: \$52,000 per annum, payable monthly
- Rent Review provisions every 5 years
- Relocation Clause: requires IFSL to relocate when directed by City. Relocation is at IFSL's cost
- Airspace Parcel: City reserves the right to create an airspace parcel
- City to provide water and sewer connection
- Improvements: at the cost of IFSL
- Future road preserved through separate Licence Agreement
- Net Lease: IFSL responsible for property taxes and utilities

**Licence Agreement for Road: (Attachment B)**

- Preserves road right of way for future Front Street connection
- Total Area: 0.4 acre
- Rent: \$15,100 per annum, payable monthly
- Term: 1 year – automatically renews on October 1 of each year if lands not required for road by City.
- Commencement: 2014-OCT-01

**Parking Lease: (Attachment C)**

- IFSL have secured a lease area for parking on lands owned by CP Rail. IFSL have requested that the City lease a portion of the existing road right of way to IFSL for parking purposes.
- Total Area: 0.4 acres or 42 parking stalls
- Rent: 5.5% of Net Parking Revenue or \$500 a month, whichever is greater. This is based on the proposal from IFSL to revenue share 50% of parking revenue for parking on City lands. The City parking area represents 11% of the IFSL parking area.
- Term: 3 years
- Commencement: 2014-OCT-01

**Next Steps**

If Council provides approval in principle to enter into these agreements, the following next steps are anticipated:

- IFSL will be asked to execute the agreements;
- Staff will return to an upcoming open Council meeting to obtain approval to publish a notice of disposition in the local newspaper for two consecutive weeks;
- A Staff report will be brought forward for final approval of the agreements following the notice period;
- Staff will bring forward a rezoning application to amend the zoning bylaw to permit Ferry Terminal as a permitted use within the Harbour Waterfront W2 zone; and
- A consultant will be retained to design the water and sanitary sewer connections for the property.

**Strategic Plan Considerations**

The IFSL proposal meets three of the key priorities identified in the 2012-2015 Strategic Plan:

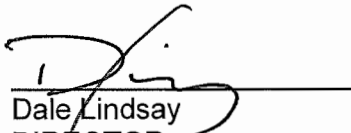
Strategy	Potential Strategies and/or Initiatives
Waterfront Enhancement	<ul style="list-style-type: none"><li>• A working waterfront that supports business, marine industries, transportation connectivity, entertainment and tourism.</li><li>• Enhanced public access and use.</li></ul>
Transportation and Mobility	<ul style="list-style-type: none"><li>• Economic growth in part due to enhanced transportation connections to Victoria, Vancouver and the world.</li><li>• Work with RDN, NEDC, Chamber of Commerce, Nanaimo Port Authority, BC Ferries, BC Transit, Airport Authority, Island Corridor Foundation, advocates for and support improvement of external connections: inter-city bus, ferries, fast foot ferry to downtown Vancouver, float planes, enhanced air connections.</li></ul>
Taking Responsibility	<ul style="list-style-type: none"><li>• Continuing to facilitate change and overall development consistent with vision and plans; taking action steps to be a catalyst or investment in the City's future.</li></ul>

Respectfully submitted,

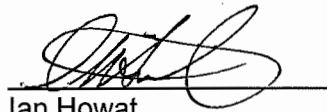


Bill Corsan  
MANAGER  
REAL ESTATE

Concurrence by:



Dale Lindsay  
DIRECTOR  
COMMUNITY DEVELOPMENT



Ian Howat  
GENERAL MANAGER  
CORPORATE SERVICES

CITY MANAGER COMMENT:

I concur with the Staff recommendation.

Drafted: 2014-MAY-30  
LD002678  
BC/tl

# ATTACHMENT A

## TERMINAL LANDS LEASE AGREEMENT

THIS AGREEMENT dated for reference the 3<sup>rd</sup> day of June, 2014 is

BETWEEN:

**CITY OF NANAIMO**, 455 Wallace Street, Nanaimo, B.C. V9R 5J6

(the "City")

AND:

**ISLAND FERRY SERVICES LTD.** (Inc. No. BC0643014), 303 – 1625 Oak Bay Avenue, Victoria, B.C. V8R 1B1

(the "Tenant")

WHEREAS:

- A. The City is the registered owner in fee simple of that parcel of land located at 1 Port Drive, Nanaimo, B.C., legally described as:

Parcel Identifier: 029-036-500

Legal Description: Lot A Section 1 and Part of the Bed of the Public Harbour of Nanaimo City Plan EPP27507

(the "Lands");

- B. The City has agreed to lease to the Tenant that portion of the Lands measuring approximately 1.96 acres (the "Lease Area"), shown outlined in heavy black on the sketch plan attached as Schedule "A", on the terms and conditions of this Agreement;
- C. In accordance with section 26 of the *Community Charter*, the City has posted and published notice of its intention to lease the Lease Area to the Tenant;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the rents, covenants, and agreements to be paid, observed, and performed by the Tenant, and other good and valuable consideration (the receipt and sufficiency of which are hereby expressly acknowledged) the City and the Tenant covenant and agree as follows:

1. **Lease** – The City leases the Lease Area to the Tenant for the Term, and the Tenant leases the Lease Area from the City for the Term, on and subject to the terms and conditions of this Agreement.
2. **Term** – The term of this Agreement is TWENTY (20) years, commencing on October 1, 2014 (the "Commencement Date") and expiring on September 30, 2034 (the "Term"). If the Tenant is not in default under this Agreement, the Tenant may, no sooner than TWELVE (12) months and no later than SIX (6) months prior to the end of the Term, give notice to

the City of the Tenant's desire to renew this Agreement for an additional TWENTY (20) year term, without any obligation for the Tenant and the City to sign a renewal lease. This Agreement shall not be renewed more than twice. Any renewal of this Agreement will be subject to approval of the Council of the City, which approval shall not be unreasonably withheld. If this Agreement is so renewed, then all references in this Agreement to the Term include the applicable renewal term.

3. **Amount of Rent** – The Tenant shall pay to the City, at the office of the City, in lawful money of Canada and without deduction, set-off, or abatement, rent in the amount of FIFTY TWO THOUSAND DOLLARS (\$52,000.00) per year, payable in equal consecutive monthly instalments of FOUR THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$4,333.00) each in advance on the first day of each calendar month (the "Rent"). The Rent does not include GST or PST or any similar or replacement tax.
4. **Rent Review** –
  - (a) Rent shall be reviewed for each successive FIVE (5) year period during the Term (the "Rent Review Period"). The City may, by written notice to the Tenant at any time either before or up to SIX (6) months after the commencement of the Rent Review Period, establish a revised rent for all or any part of the Rent Review Period (the "Revised Rent"). Revised Rent shall be based on the use value, which shall take into consideration the limitation on uses imposed by this Agreement, of the Lease Area, being the rent that would be paid for the Lease Area as between persons dealing in good faith and at arm's length, for the use of the Lease Area as expressly permitted by the land use regulations of the City of Nanaimo at the time.
  - (b) Revised Rent shall be effective as specified by the City, subject to revision pursuant to the process in subsection 4(d). In the event the City fails to notify the Tenant in writing of a Revised Rent within SIX (6) months after the commencement of a Rent Review Period, the Rent payable during the TWELVE (12) months preceding the commencement of such Rent Review Period shall apply throughout the Rent Review Period.
  - (c) Until the City establishes a Revised Rent, the Tenant shall pay the Rent which prevailed immediately prior to the Rent Review Period and, upon the City establishing and advising the Tenant of the Revised Rent, the Tenant shall pay any excess owing to the City.
  - (d) The Tenant shall have NINETY (90) days following receipt of notice of Revised Rent to provide the City with written notice of dispute of the amount. If the Tenant issues a notice of dispute, the parties shall attempt to reach a resolution by negotiation. If a resolution is not reached within THIRTY (30) days of issuance of the notice of dispute, the parties shall appoint a mediator and attempt to resolve the dispute by mediation in accordance with the British Columbia International Commercial Arbitration Centre ("BCICA") *Mediation – Rules of Procedure*. If the parties do not reach a resolution within THIRTY (30) days of the appointment of a

mediator, or such longer period as the parties may agree, the matter shall be referred to and resolved by arbitration in accordance with the BCICA *Domestic Commercial Arbitration Shorter Rules of Procedure*.

5. **Purposes** – The Tenant shall only use and occupy the Lease Area for:
- (a) activities related to the provision of a passenger ferry service, including ferry docking and ferry refuelling, construction and operation of a ferry terminal building, associated ferry transportation facilities and ferry parking; and
  - (b) a maintenance base for the passenger ferries only.

The Tenant shall not use the Lease Area for any other purpose whatsoever.

6. **Conditions Precedent** – The City’s obligation to lease the Lease Area to the Tenant and the Tenant’s obligation to lease the Lease Area from the City are subject to the following condition precedent:

- (a) on or before September 30, 2014, the Council of the City of Nanaimo, in its sole discretion will have given third reading to and passed a bylaw amending Zoning Bylaw 2011 No. 4500 to allow in the Harbour Waterfront (W2) zone “passenger ferry terminal” as a permitted use. The City and the Tenant agree that the condition precedent set forth in this section is for the benefit of both the City and the Tenant and may not be waived. If this condition precedent is not satisfied within the time provided, then this Agreement will be at an end.
- (b) on or before September 30, 2014, the City will have constructed and connected water and sanitary sewer services to and sufficient for the operation of the ferry terminal building on the Lease Area.

7. **Commencement of Operations** – The Tenant covenants and agrees with the City that the Tenant shall commence regularly scheduled ferry sailings no later than March 31, 2015.

8. **Frequency of Operations** – The Tenant covenants and agrees with the City that during the Term the Tenant shall operate a scheduled ferry sailing at least once per day, except where operation is prevented by weather conditions or ferry maintenance problems, but in no circumstances shall scheduled ferry sailings occur less often than once every THIRTY (30) days, subject to section 23 below.

9. **Relocation of Leased Premises** –

- (a) At any time during the Term, the City may substitute for the Lease Area an alternative location for the Lease Area (the “Relocation Area”), in which event the Relocation Area shall be deemed to be the Lease Area for all purposes under this Agreement.

- (b) The City shall give the Tenant written notice of such substitution and, following delivery of such a notice, the Tenant shall have THREE HUNDRED SIXTY FIVE (365) days (the "Relocation Period") during which the Tenant shall:
- (i) relocate its property, equipment, and operations to the Relocation Area;
  - (ii) construct and carry out all improvements to the Relocation Area as may be necessary to continue its operations pursuant to this Agreement; and
  - (iii) obtain from an independent qualified environmental consultant, approved by the City, an environmental site assessment, audit, report or testing of the Relocation Area in order to establish an environmental baseline for the Relocation Area.
- (c) The Tenant shall have NINETY (90) days following receipt of notice of substitution under subsection (b) to provide the City with written notice of dispute of the suitability of the Relocation Area for the Tenant's use.
- (d) The Tenant shall vacate the original Lease Area on the earlier of:
- (i) the day immediately following the day on which the Relocation Period expires; and
  - (ii) the day on which the Tenant carries on business in or from the Relocation Area,
- and sections 39 through 46 of this Agreement shall apply.
- (e) The City may, by written notice to the Tenant at any time before the expiry of the Relocation Period, establish a new rent for the lease of the Relocation Area (the "Relocation Rent"), based on the fair market rental value of the Relocation Area, being the rent that would be paid for the Relocation Area as between persons dealing in good faith and at arm's length, for the highest and best use of the Relocation Area as expressly permitted as a use of the Lease Area under the land use regulations of the City of Nanaimo at the time, but subject to the restrictions on use expressed in this Agreement, in which event the Relocation Rent shall be deemed to be the Rent for all purposes under this Agreement.
- (f) The Relocation Rent shall be effective as specified by the City, commencing on the earlier of:
- (i) the day immediately following the day on which the Relocation Period expires; and
  - (ii) the day on which the Tenant carries on business in or from the Relocation Area,



subject to revision pursuant to the process in subsection (h) and subject to subsequent rent reviews in accordance with section 4 of this Agreement. In the event the City fails to notify the Tenant in writing of a Relocation Rent before the expiry of the Relocation Period, the Rent payable during the TWELVE (12) months preceding the commencement of such Relocation Period shall apply.

- (g) The Tenant shall have NINETY (90) days following receipt of notice of Relocation Rent under subsection (d) to provide the City with written notice of dispute of the amount of Relocation Rent.
  - (h) If the Tenant issues a notice of dispute under subsections (c) and (g), the parties shall attempt to reach a resolution by negotiation. If a resolution is not reached within THIRTY (30) days of issuance of the notice of dispute, the parties shall appoint a mediator and attempt to resolve the dispute by mediation in accordance with the *BCICA Mediation – Rules of Procedure*. If the parties do not reach a resolution within THIRTY (30) days of the appointment of a mediator, or such longer period as the parties may agree, the matter shall be referred to and resolved by arbitration in accordance with the *BCICA Domestic Commercial Arbitration Shorter Rules of Procedure*.
10. **Reduction of Relocation Area** – If, during the Term, and subsequent to the effective date of relocation under section 9(f), the City determines that it requires a portion of the Relocation Area for the development of residential or commercial uses or for the construction of a roadway and associated works, the Tenant shall, upon receipt of written notice from the City (a “Surrender Notice”), surrender the benefit of the lease granted by this Agreement over such portion or portions of the Relocation Area as may be specified by the City in the Surrender Notice (the “Surrendered Area”) on that date specified by the City, which date shall not be less than ONE HUNDRED EIGHTY (180) days after the receipt of the Surrender Notice, provided that:
- (a) in the City’s opinion, acting reasonably, the reduction to the Relocation Area will not result in the effective termination of the Tenant’s operations;
  - (b) the Rent for the remainder of the Term shall be reduced by the same percentage as the percentage of the Relocation Area being surrendered;
  - (c) reduction to the Relocation Area will not materially impact or result in the effective termination of the Tenant’s operation; and
  - (d) The Tenant shall have NINETY (90) days following receipt of notice of Reduction of Relocation Area to provide the City with written notice of dispute. If the Tenant issues a notice of dispute, the parties shall attempt to reach a resolution by negotiation. If a resolution is not reached within THIRTY (30) days of issuance of the notice of dispute, the parties shall appoint a mediator and attempt to resolve the dispute by mediation in accordance with the British Columbia International Commercial Arbitration Centre (“BCICA”) *Mediation – Rules of Procedure*. If the

parties do not reach a resolution within THIRTY (30) days of the appointment of a mediator, or such longer period as the parties may agree, the matter shall be referred to and resolved by arbitration in accordance with the *BCICA Domestic Commercial Arbitration Shorter Rules of Procedure*.

11. **Costs of Relocation** – All costs of relocating the Tenant’s works and improvements as may be required pursuant to sections 9 and 10 of this Agreement shall be borne by the Tenant.
12. **Potential for Airspace Parcel** -- If, during the Term, the City determines that it requires a portion of the Lease Area or the Relocation Area in the form of an air space parcel, the Tenant shall, upon receipt of written notice from the City, surrender the benefit of the lease granted by this Agreement over such portion or portions of the Lease Area or Relocation Area as may be specified by the City on that date specified by the City, which date shall not be less than ONE HUNDRED EIGHTY (180) days after the receipt of the notice. A reduction of the Lease Area or Relocation under this section shall not be subject to the provisions of section 10 of this Agreement.
13. **Tenant’s Covenants** – The Tenant covenants and agrees with the City:
  - (a) to promptly pay when due, Rent and any other amounts required to be paid by it under this Agreement;
  - (b) not to do, suffer, or permit anything in, on, or from the Lease Area that may be or become a nuisance or annoyance to other occupiers or users of the Lands, or to the owners, occupiers, or users of other land or premises adjacent to or near the Lease Area, or to the public, including the accumulation of rubbish or unused personal property of any kind;
  - (c) not to do, suffer, or permit any act or neglect that may in any manner directly or indirectly cause injury to the Lease Area or to the Lands, and not to commit or permit waste to the Lease Area or to the Lands;
  - (d) to keep and maintain the Lease Area, and all improvements constructed thereon, in a safe, tidy, and sanitary condition;
  - (e) to take all reasonable precautions to ensure the safety of all persons using the Lease Area;
  - (f) to keep the Lease Area free of any rubbish, litter, and debris and keep the areas adjacent to the Lease Area free of any rubbish, litter, and debris originating from the Lease Area;
  - (g) not to construct, erect, place, install, or permit, on the outside of any building or structure or other exterior area of the Lease Area, any poster, advertising sign or display, electrical or otherwise, without first obtaining the City’s written consent, which consent shall not be unreasonably withheld, and obtaining all permits required from time to time pursuant to the City of Nanaimo’s sign regulation bylaw;

- (h) to pay to the City all applicable taxes payable in respect of this Agreement;
  - (i) to pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Lease Area, the Tenant's improvements and trade fixtures, and all equipment, furniture and other personal property brought onto the Lease Area by the Tenant and any business or activity conducted on or from the Lease Area, including without limitation, all taxes (including property taxes), levies, charges and assessments, permit and license fees, strata fees and levies, repair and maintenance costs, administration and service fees, telephone, electrical, gas, water, sewage disposal and other utility charges and payments for work and materials;
  - (j) to carry on and conduct its activities in, on, and from the Lease Area in compliance with any and all laws, statutes, enactments, bylaws, regulations, and orders from time to time in force, and to obtain all required approvals and permits thereunder, and not to do or omit to do anything in, on, or from the Lease Area in contravention thereof; and
  - (k) to promptly cause to be discharged any builders lien which may be filed against the title to the Lands, and to comply at all times with the *Builders Lien Act* (British Columbia) in respect of any improvements, work, or other activities undertaken in, on, or to the Lease Area.
14. **Net Lease** – Without limiting any other provisions in this Agreement, the Tenant agrees that the lease granted herein is absolutely carefree net to the City, and the Tenant must promptly pay when due on its own account and without any variation, set-off, or deduction, all amounts, charges, costs, duties, expenses, fees, levies, rates, sums, taxes, and increases in any way relating to the Lease Area, including all penalties and interest thereon, whether or not referred to in this Agreement and, to the extent that any such amounts remain unpaid after they come due, the City may pay such amounts on behalf of the Tenant and the amounts so paid by the City shall be immediately due from the Tenant to the City. Without limiting the foregoing, the City shall have no obligations whatsoever to the Tenant concerning the Lease Area except for the City's express obligations under this Agreement.
15. **Quiet Possession** – The City shall permit the Tenant, so long as the Tenant is not in default of the Tenant's obligations under this Agreement, to peaceably possess and enjoy the Lease Area for the Term, without interference or disturbance from the City or those claiming by, from or under the City, except for the City's express rights under this Agreement to enter upon and use the Lease Area or to permit others to do so.
16. **Security** – The City shall have no responsibility whatsoever for the security of the Lease Area or the Tenant's property on the Lease Area, the sole responsibility for which rests with the Tenant, and the Tenant hereby releases the City from all claims, actions, damages, liabilities, losses, costs, and expenses whatsoever as may be suffered by the Tenant arising from or related to any lack of security at the Lease Area.

17. **Tenant's Improvements and Alterations** – The Tenant shall not make any improvements or alterations to the Lease Area without the prior written consent of the City, which consent shall not be unreasonably withheld.
18. **Minimum Work Standards** – The Tenant shall ensure that any improvements to or work done with respect to the Lease Area, including any improvements or alterations approved by the City, done by or on behalf of the Tenant comply with all applicable laws, statutes, enactments, regulations, bylaws and orders from time to time in force, including the applicable building code and bylaws of the City of Nanaimo.
19. **Repair and Maintenance** – The Tenant shall during the Term, at its cost, by itself or by the use of agents, put and keep in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the any improvements constructed on the Lease Area or the foundation or structure of any improvements constructed on the Lease Area) the Lease Area and the all improvements constructed thereon, and the appurtenances and equipment of them, both inside and outside, including but not limited to fixtures, walls, foundations, roofs, vaults, elevators (if any) and similar devices, heating and air-conditioning equipment, sidewalks, landscaping, yards and other like areas, steam, gas, and electric pipes and conduits, and all other fixtures on the Lease Area and the machinery and equipment used or required in the operation of them, whether or not enumerated in this Agreement, excluding water and sewer mains and connections, and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs, replacement, alterations, additions, changes, substitutions, and improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep all improvements constructed on the Lease Area and all aforesaid fixtures, appurtenances, and equipment fully usable for all of the purposes for which those improvements were erected and constructed and the specified fixtures, appurtenances, and equipment were supplied and installed. Such repairs will be in all respects to the standard at least substantially equal in quality of material and workmanship to the original work and material in the improvements and aforesaid fixtures, appurtenances, and equipment.
20. **City Not Obligated to Repair** – The City is not obliged to furnish any services or facilities or to make any repairs or alterations in or to the Lease Area or the improvements constructed or located thereon except as expressly provided herein, and the Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Lease Area and all improvements constructed or located thereon.
21. **City May Repair** – If at any time during the Term, the Tenant fails to maintain the Lease Area and all improvements, fixtures, appurtenances, and equipment located thereon, both inside and outside, in the condition required by the provisions of section 19, the City through its agents, servants, contractors, and subcontractors may, but will not be obliged to, enter upon those parts of the Lease Area required for the purpose of making the repairs required by section 19. The City may make such repairs only after giving the Tenant THIRTY (30) days' written notice of its intention so to do, except in the case of an emergency when

no notice to the Tenant is required. Any amounts paid by the City in making such repairs to the Lease Area or to any improvements constructed or located thereon, or any part or parts thereof, together with all costs and expenses of the City, will be reimbursed to the City by the Tenant on demand, plus a 15% administration fee, together with interest at the rate specified in section 32.

22. **Damage or Destruction** – The partial destruction or damage or complete destruction by fire or other casualty of any improvements constructed by the Tenant on the Lease Area will not terminate this Agreement or the lease granted hereunder, or entitle the Tenant to surrender possession of the Lease Area or to demand any abatement or reduction of the Rent or other charges payable under this Agreement, any law or statute now or in the future to the contrary.
23. **Unavoidable Delay** – If, by reason of strike, lock-out, or other labour dispute, material or labour shortage not within the control of the Tenant, stop-work order issued by any court or tribunal of competent jurisdiction (providing that such order was not issued as the result of any act or fault of the Tenant or of anyone employed by it directly or indirectly), fire or explosion, flood, wind, water, earthquake, act of God, or other similar circumstances beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable efforts or foresight by the Tenant, the Tenant is, in good faith and without default or neglect on its part, prevented or delayed in the commencement or substantial completion of construction of the Building or repair of the Building or any part of it, or prevented from complying with the frequency of operations required under section 8, which under the terms of this Agreement the Tenant is required to do by a specified date or within a specified time or, if not specified, within a reasonable time, the date or period of time within which the work was to have been completed will be extended by the City by a reasonable period of time at least equal to that of such delay or prevention; and the Tenant will not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Agreement within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the City and the Tenant. For the purposes of this section 23, the inability of the Tenant to meet its financial obligations under this Agreement or otherwise will not be a circumstance beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable effort or foresight by the Tenant. The Tenant will act diligently and take all reasonable steps of a prudent owner to remove the cause or causes of delay in the commencement or completion of construction of the Building or repair of the Building or any part of it, or in complying with the frequency of operations required under section 8.
24. **Acknowledgments and Agreements of Tenant** – The Tenant acknowledges and agrees that:
- (a) the City has given no representations or warranties with respect to the Lease Area or the Lands, including with respect to the suitability of the Lease Area for the Tenant’s intended use;
  - (b) the Tenant leases the Lease Area on an “as-is” basis and the City has not made any

representations, warranties or agreements as to the condition of the Lease Area (including the subsurface nature or condition of any part of the Lease Area, or the environmental condition of the Lease Area);

- (c) it is the sole responsibility of the Tenant to satisfy itself with respect to the condition of the Lease Area (including the subsurface nature or condition of the Lease Area and the environmental condition of the Lease Area), including by conducting any reports, tests, investigations, studies, audits and other inquiries as the Tenant, in its sole discretion, considers necessary in order to satisfy itself as to the condition of the Lease Area; and
  - (d) the City has registered a *Builders Lien Act* "notice of interest" against title to the Lands in the land title office.
25. **Insurance Requirements** – The Tenant shall obtain and maintain during the Term insurance in accordance with the requirements of Schedule "B". For clarity, the insurance requirements set out in Schedule "B" are minimum requirements and are not to be interpreted in a manner that limits the Tenant's obligations under this Agreement and the Tenant shall be responsible for obtaining and maintaining such additional insurance as would a prudent tenant having similar obligations and interests to those of the Tenant under the terms of this Agreement.
26. **Insurance Certificates** – The Tenant shall promptly, upon the City's request from time to time during the Term, provide the City with certificates of insurance confirming the placement and maintenance of the required insurance.
27. **City May Insure** – If the Tenant fails to insure as required, the City may, after THIRTY (30) days' notice to the Tenant, effect the insurance in the name and at the expense of the Tenant, and the Tenant hereby authorizes the City to act as the Tenant's agent for the purpose of obtaining such insurance. The Tenant shall repay the City all costs reasonably incurred by the City within TWENTY ONE (21) days of receipt of an invoice. For clarity, the City has no obligation to obtain any insurance required to be maintained by the Tenant under this Agreement.
28. **Tenant Indemnity** – The Tenant shall indemnify and save harmless the City, and its officers, employees, contractors, and agents, from and against all claims, actions, damages, liabilities, costs, and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Lease Area, or occupancy or use of the Lease Area, or caused by or arising from any act or omission of the Tenant, its officers, employees, agents, customers, contractors, or other invitees. This indemnity shall survive the expiry or earlier termination of this Agreement.
29. **City Right to Grant Further Interests** – The City may, from time to time, grant licences, rights of way, easements and other rights and privileges to third parties on, over, under, through, above and across the Lands, provided that such privileges do not materially impair the Tenant's rights under this Agreement, and the Tenant agrees to execute such further

instruments as may be necessary to give such rights and privileges priority over this Agreement.

30. **Permission to Enter** – The City, by its authorized representative, may enter the Lease Area at all reasonable times for the purpose of inspecting the Lease Area and the Tenant’s compliance with this Agreement and for the purpose of exercising its other rights under this Agreement.
31. **Payments Generally** – All payments, including interest, required to be made by the Tenant to the City under the terms of this Agreement shall be:
- (a) payable in lawful money of Canada;
  - (b) paid to the City at the office of the City or at such other place as the City may designate from time to time in writing;
  - (c) made when due hereunder, without the need for prior demand and without any set-off, abatement or deduction;
  - (d) applied towards amounts outstanding in such a manner as the City sees fit; and
  - (e) deemed to be rent (if not Rent), in partial consideration for which this Agreement is entered into, and shall be payable and recoverable as rent, and the City shall have all of the rights and remedies against the Tenant for default in making any such payment which may not be expressly designated as rent, as the City has for a default in payment of Rent.
32. **Interest** – All payments due by the Tenant to the City under this Agreement shall bear interest at the rate of interest established from time to time by the Royal Bank of Canada, Main Branch, Vancouver, B.C. as the base rate used to determine interest rates charged by it for Canadian dollar loans to customers in Canada designated by them as the “prime rate” plus 6% per annum calculated monthly not in advance from the date due until paid.
33. **Workers Safety and Compensation** – The Tenant shall, in its use of and activities on the Lease Area, comply with all statutes, regulations, and orders from time to time in force respecting worker safety and compensation, and, upon request from the City, shall provide evidence of any required registration under any statute, regulation, or order respecting worker safety and compensation.
34. **Environmental Baseline Report** – Within NINETY (90) days after the Commencement Date, the Tenant shall obtain from an independent qualified environmental consultant approved by the City an environmental site assessment, audit, report or testing of the Lease Area in order to establish an environmental baseline for the Lease Area.
35. **Environmental Matters** – In sections 35 and 36, the following definitions apply:
- (a) “Contaminants” means:

- (i) as defined in the *Environmental Management Act* (British Columbia), any biomedical waste, contamination, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
  - (ii) matter of any kind which is or may be harmful to safety or health or to the environment; or
  - (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Law;
- (b) "Environmental Law" means any past, present or future common law, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health.

36. The Tenant covenants and agrees with the City to:

- (a) carry on and conduct its activities in, on, and from the Lease Area in compliance with all Environmental Laws;
- (b) not permit the storage, use, handling, manufacture, unloading, loading, treatment, disposal or introduction into the environment of any Contaminants in, on, under or from the Lease Area, except in compliance with all Environmental Laws;
- (c) immediately notify the City of the occurrence of any of the following and provide the City with copies of all relevant documentation in connection therewith:
  - (i) a release of Contaminants in, on or about the Lease Area, or any adjacent land; or
  - (ii) the receipt of any citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication from any person that is related to any Environmental Law;
- (d) promptly provide to the City a copy of any environmental site assessment, audit, report or test results relating to the Lease Area conducted at any time by or for the Tenant;
- (e) if the City suspects that the Tenant has not complied with its obligations under this section, obtain from an independent environmental consultant approved by the City an environmental site assessment, audit, report or testing of the Lease Area and conduct or cause to be conducted any additional investigations that the environmental consultant may recommend, all in order to determine compliance of the Lease Area with Environmental Laws; and



- (f) upon the expiry or earlier termination of this Agreement, obtain from an independent environmental consultant, approved by the City, an environmental site assessment, audit, report or testing of the Lease Area and promptly remove any Contaminants arising from the Tenant's use or occupation of the Lease Area in a manner that conforms to Environmental Laws governing their removal.
37. **No Assignment or Sublease** – The Tenant may not assign this Agreement or the benefit of this Agreement, or sublet the Lease Area or any part of the Lease Area, without the prior written consent of the City, nor may the Tenant charge, mortgage, or encumber, or purport to charge, mortgage, or encumber the Tenant's interest in the Lease Area or this Agreement without the prior written consent of the City. The Tenant will deliver to the City copies of all subleases when they have been executed and delivered.
38. **Termination Due to Default** – If and whenever:
- (a) the Tenant fails to commence operations by the date specified in section 7;
  - (b) the Tenant fails to operate regularly scheduled ferry sailings as specified in section 8;
  - (c) the Tenant fails to pay any rent or other amount owing under this Agreement when due, whether or not demanded by the City;
  - (d) the Tenant fails to observe or perform any of its obligations under this Agreement and the Tenant has not, within SEVEN (7) days after notice from the City specifying the default, cured the default, or if the cure reasonably requires a longer period, the Tenant has not commenced to cure the default within the SEVEN (7) day period and thereafter does not diligently pursue the cure of such default;
  - (e) re-entry is permitted under other terms of this Agreement;
  - (f) without the consent of the City, the Lease Area is vacant for TEN (10) days or more;
  - (g) a receiver is appointed to control the conduct of the business of the Tenant on or from the Lease Area;
  - (h) the Tenant becomes bankrupt or insolvent or takes the benefit of any legislation in force for bankrupt or insolvent debtors;
  - (i) proceedings are instituted for the winding-up or termination of the corporate existence of the Tenant;
  - (j) without the consent of the City, the Tenant abandons or attempts to abandon the Lease Area or disposes of the bulk of its goods and chattels on the Lease Area;
  - (k) the Term or any of the goods or chattels on the Lease Area are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale

or chattel mortgage; or

- (l) the Tenant permits a builders lien to arise in respect of the Lands and to remain registered against title to the Lands for more than SIXTY (60) days,

then the City may re-enter and take possession of the Lease Area as though the Tenant or other occupant was holding over after the expiration of the Term and this Agreement may, at the City's option, be immediately terminated by notice left at the Lease Area.

39. **Right to Relet** – If the City re-enters the Lease Area, it may, at its option and without terminating the Tenant's rights, make alterations and repairs to facilitate reletting and relet the Lease Area, or any part, as the Tenant's agent for such period of time and at such rent and on such other terms and the City wishes. Upon reletting, all rent and monies received by the City shall be applied, first, to the payment of indebtedness other than Rent due from the Tenant to the City, second to the payment of costs and expenses of the reletting including brokerage, legal and repair expenses, and third to the payment of Rent due and unpaid under this Agreement. The residue, if any, shall be applied to the payment of future rent as it becomes due and payable. If at any time the rent received from the reletting is less than the Rent, the Tenant shall pay the deficiency to the City to be calculated and paid monthly.
40. **Re-entry** – No re-entry or entry shall be construed as an election by the City to terminate this Agreement unless a written notice of intention to terminate is given to the Tenant (which may be given by way of notice left at the Lease Area). Despite a reletting without termination, the City may elect at any time to terminate this Agreement for a previous breach.
41. **Distress** – If and whenever the Tenant is in default of the payment of any money, including rent, whether expressly reserved by this Agreement or deemed as rent, the City may without notice or any form of legal process whatsoever, enter the Lease Area and seize, remove and sell the Tenant's goods, chattels and equipment and seize, remove, and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained on the Lease Area, notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the City's right of distress.
42. **State of Lease Area Upon Expiry or Termination** – Upon the expiry or earlier termination of this Agreement, the Tenant shall leave the Lease Area in a good, neat and tidy condition and otherwise in the condition they are required to be kept by the Tenant during the Term under the provisions of this Agreement. If the Tenant does not do so, the City may do so on behalf of the Tenant and any amounts paid by the City in putting the Lease Area into the condition required, together with all costs and expenses of the City, will be reimbursed to the City by the Tenant on demand, plus a 15% administration fee, together with interest at the rate specified in section 32. The City's rights and the Tenant's obligations under this section shall survive the expiry or earlier termination of this Agreement.

43. **Ownership of Improvements** – The City and the Tenant agree that the title to and ownership of all buildings, structures, and improvements on the Lease Area, and all alterations, additions, changes, substitutions, or improvements thereto will at all times during the Term be vested in the Tenant, notwithstanding any rule or law as to the immediate vesting of the title to and ownership of them in the owner of the freehold. Upon the expiry or earlier termination of this Agreement, all buildings, structures, and improvements constituting fixtures on the Lease Area, and all alterations, additions, changes, substitutions, or improvements thereto, shall, without compensation to the Tenant, become the permanent property of the City, though the City shall have the option of requiring or compelling the Tenant to remove the improvements in accordance with section 44 of this Agreement. All temporary buildings, structures and improvements constituting chattels on the Lease Area, and all alterations, additions, changes, substitutions, or improvements thereto, shall remain the property of the Tenant and the Tenant shall remove the improvements without further notice from the City.
44. **Required Improvement Removal** – Notwithstanding anything to the contrary in this Agreement, the City may, by providing written notice to the Tenant within TWENTY ONE (21) days following termination or expiry of this Agreement, require that the Tenant remove any or all improvements done by or on behalf of the Tenant during the Term. Upon such notice, the specified improvements shall become the property of the Tenant and the Tenant shall remove such improvements within TWENTY ONE (21) days of receipt of such notice, failing which the City may, without notice or compensation to the Tenant, dispose of such improvements as it sees fit and the Tenant shall reimburse the City for its costs of doing so (including a 15% administration fee) within TWENTY ONE (21) days of receipt of an invoice from the City. The City's rights and the Tenant's obligations under this section shall survive the expiry or earlier termination of this Agreement.
45. **Remedies Cumulative** – No reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City is entitled to commence and maintain an action against the Tenant to collect any Rent not paid when due, without exercising the option to terminate this Agreement.
46. **Holding Over** – If the Tenant continues to occupy the Lease Area after the expiration of the Term, then, without any further written agreement, the Tenant shall be a monthly lessee paying monthly rent in an amount determined by the City and subject always to the other provisions in this Agreement insofar as the same are applicable to a month-to-month tenancy and nothing shall preclude the City from taking action for recovery of possession of the Lease Area.
47. **Lease Not in Registrable Form** – The City is under no obligation to at any time deliver this Agreement or any instrument creating this Agreement to the Tenant in a form registrable

under the *Land Title Act* (British Columbia), and the Tenant will not seek to register this Agreement or apply to the City's Approving Officer for approval of a leasehold subdivision plan.

48. **Waiver or Non-Action** – Waiver by the City of any breach by the Tenant of any of its obligations under this Agreement shall not be considered to be a waiver of any subsequent default or continuing default by the Tenant. Failure by the City to take any action in respect of any breach of any Tenant obligation under this Agreement by the Tenant shall not be considered to be a waiver of such obligation.
49. **Conditions** – All of the Tenant's obligations under this Agreement shall be deemed and construed to be both conditions and covenants as though the words specifically expressing covenants or conditions or used in each separate provision respecting each such obligation.
50. **No Joint Venture** – Nothing contained in this Agreement creates the relationship of principal and agent or of partnership, joint venture or business enterprise or entity between the parties or gives the Tenant any power or authority to bind the City in any way.
51. **Interpretation** – In this Agreement:
- (a) reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;
  - (b) a particular numbered section or lettered Schedule is a reference to the correspondingly numbered section or lettered Schedule of this Agreement;
  - (c) an "enactment" is a reference to an enactment as that term is defined in the Interpretation Act (British Columbia) on the day this Agreement is made;
  - (d) any enactment is a reference to that enactment as amended, revised, consolidated or replaced;
  - (e) section headings are inserted for ease of reference and are not to be used in interpreting this Agreement;
  - (f) a "party" is a reference to a party to this Agreement;
  - (g) time is of the essence; and
  - (h) where the word "including" is followed by a list, the contents of the list shall not circumscribe the generality of the expression immediately preceding the word "including".
52. **Notices** – Where any notice, request, direction or other communication (any of which is a "Notice") is to be given or made by a party under the Agreement, it shall be in writing and is effective if delivered in person or sent by mail to the address above. A Notice is deemed given if delivered in person, when delivered or if by mail, FIVE (5) days following deposit

with Canada Post. A party may change its address by giving notice to the other party in accordance with this section.

53. **City Discretion** – Wherever in this Agreement the approval or consent of the City is required, some act or thing is to be done to the City’s satisfaction, the City is entitled to form an opinion, or the City is given the sole discretion:
- (a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the City or its authorized representative;
  - (b) the approval, consent, opinion or satisfaction is in the discretion of the City, acting reasonably;
  - (c) sole discretion is deemed to be the sole, absolute and unfettered discretion of the City; and
  - (d) no public law duty of procedural fairness or principle of natural justice shall have any application to such approval, consent, opinion, satisfaction or discretion.
54. **No Effect on Law or Powers** – Nothing contained or implied herein prejudices or affects the City’s rights and powers in the exercise of its functions under the *Community Charter* (British Columbia), the *Local Government Act* (British Columbia), or any other enactment to the extent the same are applicable to the Lease Area, all of which may be fully and effectively exercised in relation to the Lease Area as if this Agreement had not been fully executed and delivered.
55. **Severance** – If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
56. **Binding on Successors** – This Agreement enures to the benefit of and is binding upon the parties and their respective successors and assigns, notwithstanding any rule of law or equity to the contrary.
57. **Law of British Columbia** – This Agreement shall be construed according to the laws of the Province of British Columbia.
58. **Counterparts** – This Agreement may be executed by the parties in counterpart, and the counterparts may be delivered in facsimile.
59. **Schedules** – The following are the Schedules to this agreement and form an integral part of this Agreement:

Schedule “A” – Sketch Plan showing Lease Area

Schedule “B” – Insurance Requirements

60. **Entire Agreement** – The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the Agreement.

As evidence of their agreement to be bound by the above terms, the City and the Tenant have each executed this Agreement below on the respective dates written below:

**CITY OF NANAIMO** by its authorized signatories:

\_\_\_\_\_  
Mayor:

\_\_\_\_\_  
Corporate Officer:

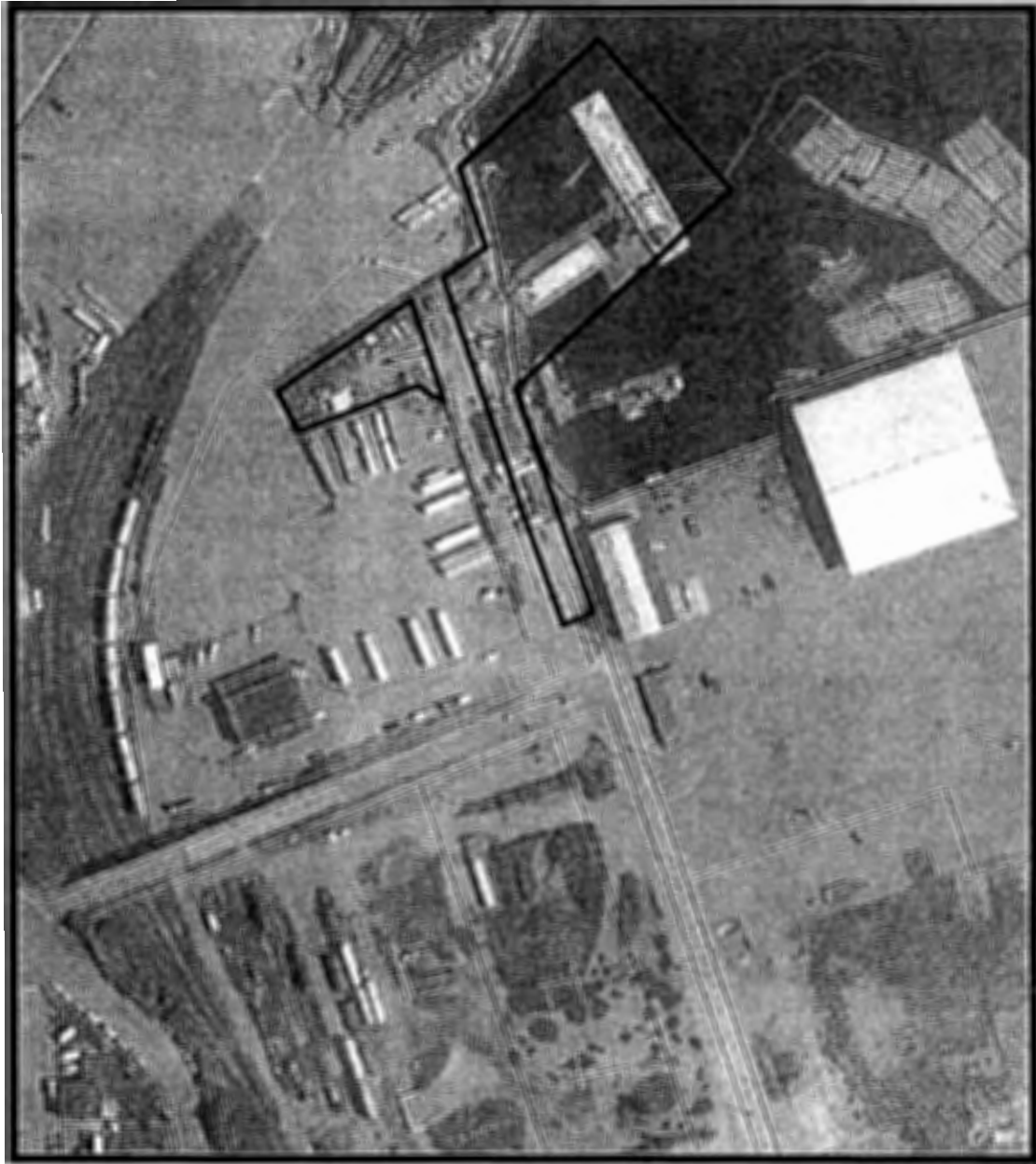
Date: \_\_\_\_\_

**ISLAND FERRY SERVICES LTD.** by its authorized signatory:

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_

Schedule A



**LOCATION PLAN**



Lease  
Upland = 0.7 Acres / 2,822 sq m  
Water Lot = 1.26 Acres / 5,092 sq m

**SCHEDULE "B"**

Insurance Requirements

The Tenant shall obtain and maintain:

- (a) comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the Tenant's use and occupation of the Lease Area in an amount of not less than \$5,000,000.00 per occurrence (or in such greater amount as may be required from time to time by the City);
- (b) course of construction insurance providing coverage for death, bodily injury, property loss and damage, and all other losses arising out of or in connection with the construction of any buildings or structures on the Lease Area, to an amount reasonably satisfactory to the City;
- (c) "all risks" property insurance for replacement cost of all of the Tenant's improvements, personal property and fixtures that are in the nature of trade fixtures; and
- (d) any other form or forms of insurance that the City may reasonably require from time to time in such amounts and for such perils against which a prudent tenant acting reasonably would protect itself in similar circumstances.

All policies of insurance required to be taken out by the Tenant shall be with companies satisfactory to the City and shall, unless otherwise approved in writing by the City:

- (a) name the City as an additional insured;
- (b) include that the City is protected notwithstanding any act, neglect or misrepresentation by the Tenant which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributing with respect to any policies carried by the City and that any coverage carried by the City is in excess coverage;
- (e) not be cancelled or materially modified without the insurer providing the City with 30 days written notice stating when such cancellation is to be effective or identifying the modification;
- (f) not include a deductible greater than \$5,000.00 per occurrence;
- (g) include a cross liability clause; and
- (h) be on other terms acceptable to the City, acting reasonably.

END OF DOCUMENT



# ATTACHMENT B

## LICENCE OF OCCUPATION

THIS AGREEMENT dated for reference the 3<sup>rd</sup> day of June, 2014 is

BETWEEN:

**CITY OF NANAIMO**, 455 Wallace Street, Nanaimo, B.C. V9R 5J6

(the "City")

AND:

**ISLAND FERRY SERVICES LTD.** (Inc. No. BC0643014), 303 – 1625 Oak Bay Avenue, Victoria, B.C. V8R 1B1

(the "Licensee")

WHEREAS:

- A. The City is the registered owner in fee simple of that parcel of land located at 1 Port Drive, Nanaimo, B.C., legally described as:

Parcel Identifier: 029-036-500

Legal Description: Lot A Section 1 and Part of the Bed of the Public Harbour of Nanaimo City Plan EPP27507

(the "Lands");

- A. The Licensee wishes to use and occupy that portion of the Lands having an area of approximately 0.386 acres (the "Licence Area"), shown outlined in heavy black on the sketch plan attached as Schedule "A", on the terms and conditions of this Agreement;
- B. The City wishes to grant to the Licensee a non-exclusive licence to use and occupy the Licence Area on the terms and conditions of this Agreement;

THIS AGREEMENT is evidence that, in consideration of the licence fee to be paid and the promises exchanged below and other good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge), the City and the Licensee agree as follows:

- Licence** – The City hereby grants to the Licensee a non-exclusive licence to enter upon and use the Licence Area on a year-to-year basis on the terms and conditions set out in this Agreement.
- Commencement Date** – This Agreement commences on October 1, 2014 (the "Commencement Date"), and shall automatically renew on October 1 of each year, subject to termination of this Agreement as provided herein. The original 1 year term and any renewals thereof shall be the "Term".
- Termination of Licence** – Either party may terminate the Licence on at least 180 days'

written notice to the other party.

4. **Licence Fee** – The Licensee shall pay to the City an annual licence fee of \$15,100.00 (the “Licence Fee”), which amount excludes GST and any other applicable taxes. The Licensee shall pay the Licence Fee on the Commencement Date and on each anniversary thereof.
5. **Use of Licence Area** – The Licensee shall only use and occupy the Licence Area for the purposes of parking of vehicles and for access to and egress from the ferry terminal building located on the Lands and for no other purpose whatsoever.
6. **Access** – The City represents and warrants that as of the reference date of this Agreement there is adequate vehicular access to the License Area for the purposes in section 5 (“Access”). If Access is interrupted for any reasons whatsoever, the City shall make all reasonable business efforts to provide alternative access to the License Area. If the City is unable to provide alternative access, or during the period for which alternative access is not available, the Licensee must not be obligated to pay that pro-rated portion of the Licence Fee to the City, notwithstanding all other obligations of the parties pursuant to this Agreement shall remain in force.
7. **Licensee Covenants** – The Licensee shall:
  - (a) promptly pay when due, the Licence Fee and any other amounts required to be paid by it under this Agreement;
  - (b) not do, suffer, or permit anything in, on, or from the Licence Area that may be or become a nuisance or annoyance to other occupiers or users of the Lands, or to the owners, occupiers, or users of other land or premises adjacent to or near the Licence Area, or to the public, including the accumulation of rubbish or unused personal property of any kind;
  - (c) keep and maintain the Licence Area in a safe, tidy, and sanitary condition;
  - (d) use the Licence Area only for the purpose set out in section 5 of this Agreement;
  - (e) take all reasonable precautions to ensure the safety of all persons using the Licence Area;
  - (f) not commit or allow any wilful or voluntary waste or destruction of the Licence Area;
  - (g) not permit the accumulation of rubbish of any kind on the Licence Area;
  - (h) not display any sign or notice on or in the Licence Area unless the sign or notice has first been approved by the City;
  - (i) promptly discharge any builder’s lien which may be filed against the Licence Area relating to any improvements, work or construction which the Licensee undertakes

or causes to be undertaken at or on the Licence Area under the *Builders' Lien Act* (British Columbia);

- (j) pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Licence Area, including without limitation, all taxes, levies, charges and assessments;
  - (k) pay all required utility costs (including costs for water, sewer, power, etc.); and
  - (l) carry on and conduct its activities in, on, and from the Licence Area in compliance with any and all laws, statutes, enactments, bylaws, regulations, and orders from time to time in force, and to obtain all required approvals and permits thereunder, and not to do or omit to do anything in, on, or from the Licence Area in contravention thereof.
8. **Security** – The City shall have no responsibility whatsoever for the security of the Licence Area or the Licensee's property on the Licence Area, the sole responsibility for which rests with the Licensee, and the Licensee hereby releases the City from all claims, actions, damages, liabilities, losses, costs, and expenses whatsoever as may be suffered by the Licensee arising from or related to any lack of security at the Licence Area.
  9. **Licensee Improvements** – The Licensee shall not construct any improvements or installations on the Licence Area without the prior written consent of the City.
  10. **Minimum Work Standards** – The Licensee shall ensure that any improvements to or work done with respect to the Licence Area, including any improvements or alterations approved by the City, done by or on behalf of the Licensee comply with all applicable laws, statutes, enactments, regulations, bylaws and orders from time to time in force, including the applicable building code and bylaws of the City of Nanaimo.
  11. **Insurance Requirements** – The Licensee shall obtain and maintain during the Term insurance in accordance with the requirements of Schedule "B". For clarity, the insurance requirements set out in Schedule "B" are minimum requirements and are not to be interpreted in a manner that limits the Licensee's obligations under this Agreement and the Licensee shall be responsible for obtaining and maintaining such additional insurance as would a prudent licensee having similar obligations and interests to those of the Licensee under the terms of this Agreement.
  12. **Insurance Certificates** – The Licensee shall promptly, upon the City's request from time to time during the Term, provide the City with certificates of insurance confirming the placement and maintenance of the required insurance.
  13. **City May Insure** – If the Licensee fails to insure as required, the City may, after 30 days' notice to the Licensee, effect the insurance in the name and at the expense of the Licensee and the Licensee shall repay the City all costs reasonably incurred by the City within 21 days of receipt of an invoice. For clarity, the City has no obligation to obtain any insurance

required to be maintained by the Licensee under this Agreement.

14. **Licensee Indemnity** – The Licensee shall indemnify and save harmless the City, and its officers, employees, contractors, and agents, from and against all claims, actions, damages, liabilities, costs, and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Licence Area, or occupancy or use of the Licence Area, or caused by or arising from any an act or omission of the Licensee, its officers, employees, agents, customers, contractors, or other invitees. This indemnity shall survive the expiry or earlier termination of this Agreement.
15. **Entry by City** – The City may enter on the Licence Area at any time and inspect the Licence Area to determine if the Licensee is complying with the requirements of this Agreement.
16. **Condition of Licence Area** – The Licensee accepts the Licence Area on an “as is” basis, without any representations, warranties or assurances from the City as to the state or condition of the Licence Area or its suitability for the Licensee’s purposes.
17. **Surrender** – At the expiry or earlier termination of this Agreement, the Licensee shall remove all equipment and vehicles brought onto the Licence Area and shall deliver possession of the Licence Area in good repair as required by this Agreement and in a clean, tidy, safe condition and clear of contamination arising since the commencement of the Term. Any items not removed by the Licensee within 30 days of the expiry or earlier termination of this Agreement shall be absolutely forfeited to and become the property of the City and the City may, at its sole option, retain the items or it may remove and dispose of them. The cost of removal and disposal of any items shall be charged to the Licensee, and shall be paid by the Licensee to the City forthwith.
18. **Ownership of Improvements at Termination** – All improvements and alterations to the Licence Area done by or on behalf of the Licensee during the Term shall remain the property of the Licensee as they are constructed, installed or placed in, on or under the Licence Area. Upon the termination of expiry of this Agreement, the Licensee shall remove all improvements from the License Area, unless otherwise agreed to in writing between the parties.
19. **Termination Due to Default** – If and whenever:
  - (a) the Licensee is in default in the payment of the Licence Fee or any sum payable under this Agreement 30 days after the receipt of written notice of such default from the City;
  - (b) the agreement between the City and the Tenant for the lease of 1.96 acres of the Lands, dated for reference June 3, 2014, a copy of which is located at the City’s Legislative Services Department, is terminated or expires;
  - (c) the Licensee fails to observe or perform all other covenants, agreements, stipulations, obligations, conditions or other provisions of this Agreement

applicable to the Licensee at a time in excess of 90 days (or such longer time stipulated by the City) after the receipt of written notice of such failure from the City;

- (d) the Licensee vacates or abandons the Licence Area for more than 90 consecutive days and notice of such abandonment is given by the City, as evidenced by the removal of the Licensee's equipment;
- (e) any of the goods or chattels of the Licensee shall be at any time seized in execution or attachment by any creditor of the Licensee;
- (f) a receiver or receiver-manager is appointed in respect of any property of the Licensee;
- (g) the Licensee should make any assignment for the benefit of creditors or shall make any bulk sale;
- (h) if the Licensee should become bankrupt or insolvent or take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors, or if the Licensee receives from any of its secured creditors a notice under the *Bankruptcy and Insolvency Act* (Canada) advising the Licensee that the secured creditor intends to realize upon security located on the Licence Area; or
- (i) any order should be made for the winding up of the Licensee or other termination of the corporate existence of the Licensee;

then in any such case, at the option of the City, this Agreement may be immediately terminated by notice to the Licensee, and the Licensee shall cease all use and occupation of the Licence Area and return the Licence Area to the City in the manner required as if this Agreement had expired.

- 20. **Assignment** – The Licensee shall not assign or sublicense its interest in the Licence Area or its rights under this Agreement in whole or in part. The Licensee shall not permit or allow any other person to occupy or use the Licence Area.
- 21. **Notices** – Where any notice, request, direction or other communication (any of which is a "Notice") is to be given or made by a party under the Agreement, it shall be in writing and is effective if delivered in person or sent by mail to the address above. A Notice is deemed given if delivered in person, when delivered or if by mail, FIVE (5) days following deposit with Canada Post. A party may change its address by giving notice to the other party in accordance with this section.
- 22. **Enurement** – This Agreement enures to the benefit of and binds the Licensee and the City and their respective successors and, in the case of the City, its assigns.
- 23. **Licensee's Representations and Warranties** – The Licensee represents and warrants to the City that the Licensee:

- (a) has the power and capacity to enter into and carry out the obligations under this Agreement; and
  - (b) has completed all necessary resolutions and other preconditions to the validity of this Agreement.
24. **No Joint Venture** – Nothing contained in this Agreement creates a relationship of principal and agent or of joint venture or business enterprise or entity between the parties or gives the Licensee any power or authority to bind the City in any way.
  25. **No Restriction** – The covenants herein shall not in any way restrict the right of the City at any time from altering the Licence Area in any way. Nothing in this Agreement affects the right of the City to exercise its powers within its jurisdiction.
  26. **Entire Agreement** – This Agreement is the entire agreement between the parties regarding its subject matter. This Agreement may not be modified or amended except by an instrument in writing signed by both parties.
  27. **Waiver or Non-Action** – Waiver by the City of any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of any subsequent default by the Licensee. Failure by the City to take any action with respect to any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of such term, covenant or condition.
  28. **Severance** – If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid will not affect the validity of the remainder of the Agreement.
  29. **Schedules** – The following are the Schedules to this agreement and form an integral part of this Agreement:
    - Schedule "A" – Sketch Plan
    - Schedule "B" – Insurance Requirements

30. **Time of Essence** – Time is of the essence in this Agreement.

31. **Governing Law** – This Agreement is governed by, and is to be construed in accordance with, the laws in force in the Province of British Columbia.

IN WITNESS WHEREOF the City and the Licensee have executed this Agreement as of the dates written below.

**CITY OF NANAIMO** by its authorized signatories:

\_\_\_\_\_  
Mayor:

\_\_\_\_\_  
Clerk:

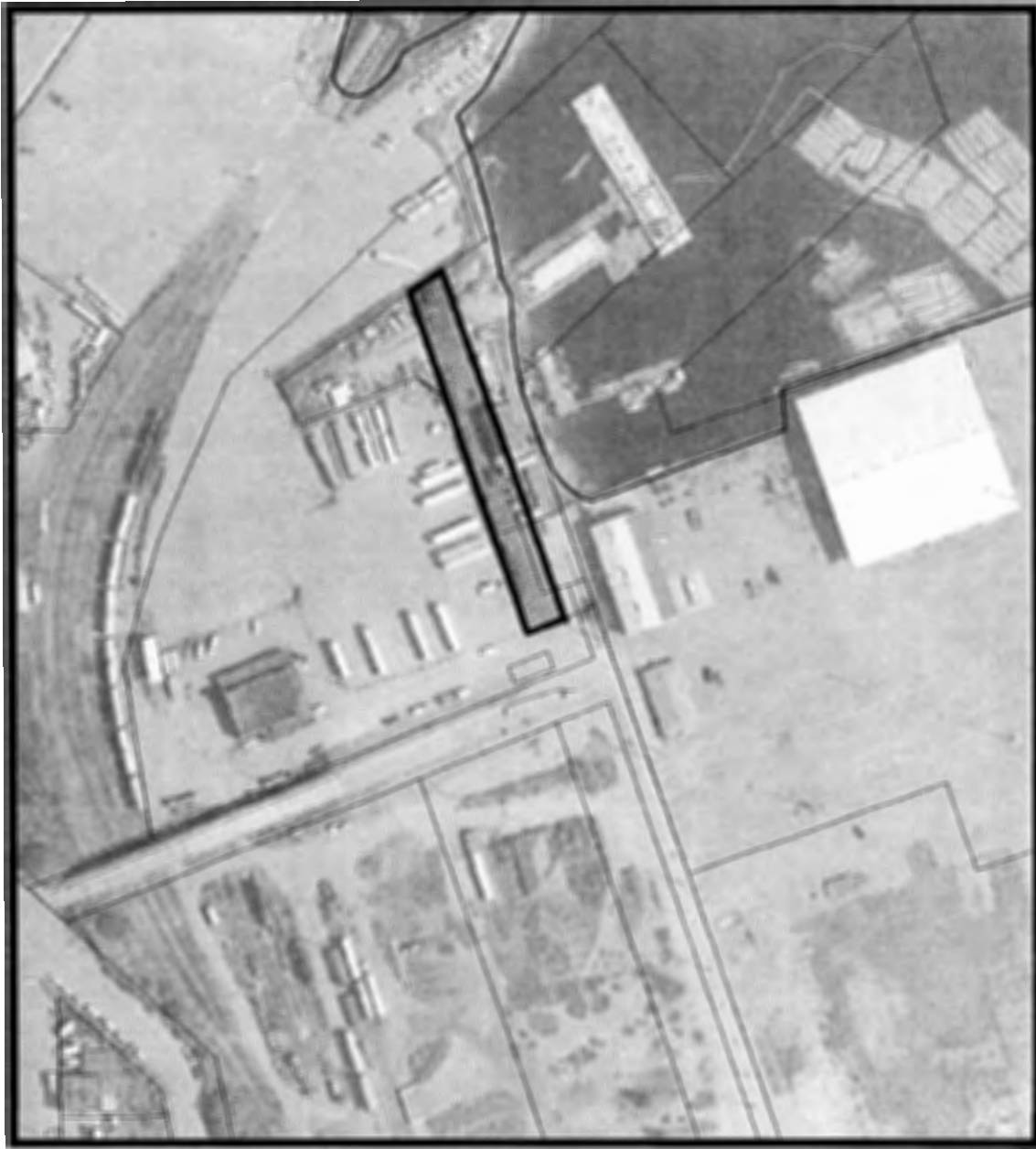
Date: \_\_\_\_\_

**ISLAND FERRY SERVICES LTD.** by its authorized signatory:

\_\_\_\_\_  
Name:


Date: \_\_\_\_\_

Schedule A



**LOCATION PLAN**



 License of Occupation  
0.386 Acres / 1,560 sq m



## SCHEDULE "B"

Insurance Requirements

The Licensee shall obtain and maintain:

- (a) comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the Licensee's use and occupation of the Lease Area in an amount of not less than \$5,000,000.00 per occurrence (or in such greater amount as may be required from time to time by the City);
- (b) course of construction insurance providing coverage for death, bodily injury, property loss and damage, and all other losses arising out of or in connection with the construction of any buildings or structures on the Lease Area, to an amount reasonably satisfactory to the City;
- (c) "all risks" property insurance for replacement cost of all of the Licensee's improvements, personal property and fixtures that are in the nature of trade fixtures; and
- (d) any other form or forms of insurance that the City may reasonably require from time to time in such amounts and for such perils against which a prudent tenant acting reasonably would protect itself in similar circumstances.

All policies of insurance required to be taken out by the Licensee shall be with companies satisfactory to the City and shall, unless otherwise approved in writing by the City:

- (a) name the City as an additional insured;
- (b) include that the City is protected notwithstanding any act, neglect or misrepresentation by the Licensee which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributing with respect to any policies carried by the City and that any coverage carried by the City is in excess coverage;
- (e) not be cancelled or materially modified without the insurer providing the City with 30 days written notice stating when such cancellation is to be effective or identifying the modification;
- (f) not include a deductible greater than \$5,000.00 per occurrence;
- (g) include a cross liability clause; and
- (h) be on other terms acceptable to the City, acting reasonably.

END OF DOCUMENT

# ATTACHMENT C

## PARKING LANDS LEASE AGREEMENT

THIS AGREEMENT dated for reference the 3<sup>rd</sup> day of June, 2014 is

BETWEEN:

**CITY OF NANAIMO**, 455 Wallace Street, Nanaimo, B.C. V9R 5J6

(the "City")

AND:

**ISLAND FERRY SERVICES LTD.** (Inc. No. BC0643014), 303 – 1625 Oak Bay Avenue, Victoria, B.C. V8R 1B1

(the "Tenant")

WHEREAS:

- A. The City is the registered owner in fee simple of that parcel of land located at 1 Port Drive, Nanaimo, B.C., legally described as:

Parcel Identifier: 029-036-500

Legal Description: Lot A Section 1 and Part of the Bed of the Public Harbour of Nanaimo City Plan EPP27507

(the "Lands");

- B. The Tenant has entered, or will be entering, into a lease with Canadian Pacific Railway, the owner of the lands adjacent to the Lands, to use those lands for vehicular parking for approximately 335 spaces (the "CP Parking Lot");
- C. The City has agreed to lease to the Tenant that portion of the Lands measuring approximately 0.4238 acres (the "Lease Area"), shown outlined in heavy black and labelled "City Lease Area for Parking" on the location plan attached as Schedule "A", on the terms and conditions of this Agreement in order that the Tenant may use the Lands for the purpose of parking vehicles in approximately 42 parking stalls in connection with the Island Ferry Services Ltd. terminal building (the "Ferry Terminal");
- D. For the purposes of this Agreement the CP Parking Lot and the Lease Area shall be referred to as the "Parking Lot";
- E. In accordance with section 26 of the *Community Charter*, the City has posted and published notice of its intention to lease the Lease Area to the Tenant;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the rents, covenants, and agreements to be paid, observed, and performed by the Tenant, and other good and valuable consideration (the receipt and sufficiency of which are hereby expressly acknowledged) the City

and the Tenant covenant and agree as follows:

1. **Lease** – The City leases the Lease Area to the Tenant for the Term, and the Tenant leases the Lease Area from the City for the Term, on and subject to the terms and conditions of this Agreement.
2. **Term** – The term of this Agreement is THREE (3) years, commencing on October 1, 2014 (the "Commencement Date") and expiring on September 30, 2017 (the "Term"). If the Tenant is not in default under this Agreement, the Tenant may, at least 30 days before the expiry of the Term, give notice to the City of the Tenant's desire to renew this Agreement for TWELVE (12) additional months, without any obligation for the Tenant and City to sign a renewal lease. Any renewal of this Agreement will be subject to approval by Council for the City. If this Agreement is so renewed, then all references in this Agreement to the Term include the applicable renewal term.
3. **Amount of Rent** – The Tenant shall pay to the City, at the office of the City, in lawful money of Canada and without deduction, set-off, or abatement, rent ("Rent") in the amount of the greater of \$500.00 or 5.5% of Net Parking Revenue, as that term is defined in section 5 of this Agreement, per month of the Term. The Tenant acknowledges and agrees that the Rent does not include GST or PST or any similar or replacement tax.
4. **Payment of Rent** – The Tenant shall pay the Rent on or before the 10<sup>th</sup> day after the end of each calendar month of the Term as well as the 10<sup>th</sup> day of the month after the end of the Term. The amount of each payment of Rent will be obtained by applying 5.5% to the total of the stated Net Parking Revenue for the immediately preceding month (or fractional month, if applicable).
5. **Calculation of Rent** – In this Agreement "Net Parking Revenue" means the total of all revenue from the parking of vehicles in the Parking Lot, less the costs of creation, financing, and operational costs of the Parking Lot, amortized over the Term; and
6. **Remittance and Reporting Requirements**- On or before the 10<sup>th</sup> day of each calendar month, except for the first month of the Term, the Tenant will deliver to the City, together with the Rent, a monthly remittance form in the form attached as Schedule "B" (the "Monthly Rent Remittance Form") signed by the Tenant, which:
  - (a) shows the amount of Net Parking Revenue for the preceding month (or fractional month, if applicable);
  - (b) states that Net Parking Revenue as reported in the Monthly Rent Remittance Form is in accordance with the definition of Net Parking Revenue in section 5(a) of this Agreement;
  - (c) contains a certification by the Tenant that the Monthly Rent Remittance Form is correct; and
  - (d) is in the detail and form that the City requires.

7. On or before the 60<sup>th</sup> day after the expiry of the Term, the Tenant will deliver to the City an audit opinion by an independent public accountant of recognized standing (the "Accountant") signed by the Accountant and stating that:
- (a) he or she examined, in accordance with generally accepted auditing standards, the Net Parking Revenue of the Tenant for the Term; and
  - (b) Net Parking Revenue is fairly presented for the Term, in accordance with the definition of Net Parking Revenue in section 5 of this Agreement.
8. **Accounting and Record-Keeping Requirements-** The Tenant will keep at its principal office in Canada, for at least 3 years after the end of the Term, adequate books and records kept in accordance with generally accepted accounting principles that show all parking revenue receipts from, and all expenses related to, the Parking Lot, and any other records that the City reasonably requires and that would normally be examined by an accountant pursuant to accepted auditing standards in performing a detailed audit of Net Parking Revenue.
9. **Examination of Records-** The City may examine the Tenant's books and records relating to Net Parking Revenue at the Tenant's principal office in Canada, for the period covered by any statement issued by the Tenant. The City and its authorized representatives may examine the Tenant's records and procedures during regular business hours..
10. **Audits –** The City may, at reasonable times, cause a complete audit to be made of the Tenant's business and records relating to the calculation of Net Parking Revenue. If the auditor reports that the Tenant's records and procedures are insufficient to permit a determination of Net Parking Revenue for any month (or fractional month, if applicable) of the Term, or that the Tenant is not complying with the requirements of this Agreement with respect to the calculation of Net Parking Revenue and determination and payment of Rent, the City may deliver to the Tenant an estimate (which will be final and binding on the Tenant) of Net Parking Revenue for the relevant period and the Tenant will immediately pay to the City the amount shown in the estimate to be owing. If the City's auditor reports that the Tenant is in default under this Agreement or if the audit discloses that Net Parking Revenue for the relevant period is understated by 5% or more, the Tenant will pay to the City, on demand, the cost of the audit in addition to the deficiency, together with the Interest Rate.
11. **Tenant's Failure –** If the Tenant fails to deliver a statement or an audit opinion required under this Agreement within the time required, the City may, on 5 days' notice to the Tenant, employ an auditor to examine the Tenant's books and records to certify the amount of Net Parking Revenue for the period related to the statement or the audit opinion, and the Tenant will pay to the City, on demand, the cost of the examination together with the sums shown by the examination to be owing on account of Rent, with interest on the latter calculated from the date the statement or the audit opinion was required at the Interest Rate. If the Tenant defaults in the payment of Rent, the unpaid Rent bears interest from the due date to the date of payment in full at the Interest Rate. Notwithstanding anything else in this Agreement, such interest will not be considered to be

Rent, but the City will have all the same remedies for and rights of recovery with respect to such amounts as it has for non-payment of Rent under this Agreement or at law.

12. **Purposes** – The Tenant shall only use and occupy the Lease Area for the purpose of parking vehicles and allowing patrons to park vehicles on a gravel parking lot in connection with the operation of the Ferry Terminal. The Tenant may construct or place fencing, signage and curbs with the prior written consent of the City.
13. **Tenant's Covenants** – The Tenant covenants and agrees with the City:
- (a) to promptly pay when due, Rent and any other amounts required to be paid by it under this Agreement;
  - (b) no to do, suffer, or permit anything in, on, or from the Lease Area that may be or become a nuisance or annoyance to other occupiers or users of the Lands, or to the owners, occupiers, or users of other land or premises adjacent to or near the Lease Area, or to the public, including the accumulation of rubbish or unused personal property of any kind;
  - (c) not to do, suffer, or permit any act or neglect that may in any manner directly or indirectly cause injury to the Lease Area or to the Lands, and not to commit or permit waste to the Lease Area or to the Lands;
  - (d) to keep and maintain the Lease Area, and all improvements constructed thereon, in a safe, tidy, and sanitary condition;
  - (e) to take all reasonable precautions to ensure the safety of all persons using the Lease Area;
  - (f) to keep the Lease Area free of any rubbish, litter, and debris and keep the areas adjacent to the Lease Area free of any rubbish, litter, and debris originating from the Lease Area;
  - (g) to pay to the City all applicable taxes payable in respect of this Agreement;
  - (h) to pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Lease Area, the Tenant's improvements and trade fixtures, and all equipment, furniture and other personal property brought onto the Lease Area by the Tenant and any business or activity conducted on or from the Lease Area, including without limitation, all taxes (including property taxes), levies, charges and assessments, permit and license fees, strata fees and levies, repair and maintenance costs, administration and service fees, telephone, electrical, gas, water, sewage disposal and other utility charges and payments for work and materials;
  - (i) to carry on and conduct its activities in, on, and from the Lease Area in compliance with any and all laws, statutes, enactments, bylaws, regulations, and orders from

time to time in force, and to obtain all required approvals and permits thereunder, and not to do or omit to do anything in, on, or from the Lease Area in contravention thereof; and

- (j) to promptly cause to be discharged any builders lien which may be filed against the title to the Lands, and to comply at all times with the *Builders Lien Act* (British Columbia) in respect of any improvements, work, or other activities undertaken in, on, or to the Lease Area.
14. **Access** – The City represents and warrants that as of the reference date of this Agreement there is adequate vehicular access to the Lease Area for the purposes in section 12 (“Access”). If Access is interrupted for any reasons whatsoever, the City shall make all reasonable business efforts to provide alternative access to the Lease Area. If the City is unable to provide alternative access, or during the period for which alternative access is not available, the Tenant must not be obligated to pay Rent to the City, notwithstanding all other obligations of the parties pursuant to this Agreement shall remain in force.
15. **Net Lease** – Without limiting any other provisions in this Agreement, the Tenant agrees that the lease granted herein is absolutely carefree net to the City, and the Tenant must promptly pay when due on its own account and without any variation, set-off, or deduction, all amounts, charges, costs, duties, expenses, fees, levies, rates, sums, taxes, and increases in any way relating to the Lease Area, including all penalties and interest thereon, whether or not referred to in this Agreement and, to the extent that any such amounts remain unpaid after they come due, the City may pay such amounts on behalf of the Tenant and the amounts so paid by the City shall be immediately due from the Tenant to the City. Without limiting the foregoing, the City shall have no obligations whatsoever to the Tenant concerning the Lease Area except for the City’s express obligations under this Agreement.
16. **Quiet Possession** – The City shall permit the Tenant, so long as the Tenant is not in default of the Tenant’s obligations under this Agreement, to peaceably possess and enjoy the Lease Area for the Term, without interference or disturbance from the City or those claiming by, from or under the City, except for the City’s express rights under this Agreement to enter upon and use the Lease Area or to permit others to do so.
17. **Security** – The City shall have no responsibility whatsoever for the security of the Lease Area or the Tenant’s property on the Lease Area, the sole responsibility for which rests with the Tenant, and the Tenant hereby releases the City from all claims, actions, damages, liabilities, losses, costs, and expenses whatsoever as may be suffered by the Tenant arising from or related to any lack of security at the Lease Area.
18. **Tenant’s Improvements and Alterations** – The Tenant shall not make any improvements or alterations to the Lease Area without the prior written consent of the City, which consent shall not be unreasonably withheld.
19. **Ownership of Improvements at Termination** – All improvements and alterations to the

Lease Area approved by the City and done by or on behalf of the Tenant during the Term shall, remain the property of the Tenant as they are constructed, installed or placed in, on or under the Lease Area. Upon the termination of expiry of this Agreement, the Tenant shall remove all improvements from the Lease Area, unless otherwise agreed to in writing between the parties.

20. **Minimum Work Standards** – The Tenant shall ensure that any improvements to or work done with respect to the Lease Area, including any improvements or alterations approved by the City, done by or on behalf of the Tenant comply with all applicable laws, statutes, enactments, regulations, bylaws and orders from time to time in force, including the applicable building code and bylaws of the City of Nanaimo.
  
21. **Repair and Maintenance** – The Tenant shall during the Term, at its cost, by itself or by the use of agents, put and keep in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the any improvements constructed on the Lease Area or the foundation or structure of any improvements constructed on the Lease Area) the Lease Area and the all improvements constructed thereon, and the appurtenances and equipment of them, both inside and outside, including but not limited to fixtures, walls, foundations, roofs, vaults, elevators (if any) and similar devices, heating and air-conditioning equipment, sidewalks, landscaping, yards and other like areas, steam, gas, and electric pipes and conduits, and all other fixtures on the Lease Area and the machinery and equipment used or required in the operation of them, whether or not enumerated in this Agreement, excluding water and sewer mains and connections, and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs, replacement, alterations, additions, changes, substitutions, and improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep all improvements constructed on the Lease Area and all aforesaid fixtures, appurtenances, and equipment fully usable for all of the purposes for which those improvements were erected and constructed and the specified fixtures, appurtenances, and equipment were supplied and installed. Such repairs will be in all respects to the standard at least substantially equal in quality of material and workmanship to the original work and material in the improvements and aforesaid fixtures, appurtenances, and equipment.
  
22. **City Not Obligated to Repair** – The City is not obliged to furnish any services or facilities or to make any repairs or alterations in or to the Lease Area or the improvements constructed or located thereon except as expressly provided herein, and the Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Lease Area and all improvements constructed or located thereon.
  
23. **Damage or Destruction** – The partial destruction or damage or complete destruction by fire or other casualty of any improvements constructed by the Tenant on the Lease Area will not terminate this Agreement or the lease granted hereunder, or entitle the Tenant to surrender possession of the Lease Area or to demand any abatement or reduction of the

Rent or other charges payable under this Agreement, any law or statute now or in the future to the contrary.

24. **Acknowledgments and Agreements of Tenant** – The Tenant acknowledges and agrees that:
- (a) the City has given no representations or warranties with respect to the Lease Area or the Lands, including with respect to the suitability of the Lease Area for the Tenant’s intended use;
  - (b) the Tenant leases the Lease Area on an “as-is” basis and the City has not made any representations, warranties or agreements as to the condition of the Lease Area (including the subsurface nature or condition of any part of the Lease Area, or the environmental condition of the Lease Area);
  - (c) it is the sole responsibility of the Tenant to satisfy itself with respect to the condition of the Lease Area (including the subsurface nature or condition of the Lease Area and the environmental condition of the Lease Area), including by conducting any reports, tests, investigations, studies, audits and other inquiries as the Tenant, in its sole discretion, considers necessary in order to satisfy itself as to the condition of the Lease Area; and
  - (d) the City has registered a *Builders Lien Act* “notice of interest” against title to the Lands in the land title office.
25. **Insurance Requirements** – The Tenant shall obtain and maintain during the Term insurance in accordance with the requirements of Schedule “C”. For clarity, the insurance requirements set out in Schedule “C” are minimum requirements and are not to be interpreted in a manner that limits the Tenant’s obligations under this Agreement and the Tenant shall be responsible for obtaining and maintaining such additional insurance as would a prudent tenant having similar obligations and interests to those of the Tenant under the terms of this Agreement.
26. **Insurance Certificates** – The Tenant shall promptly, upon the City’s request from time to time during the Term, provide the City with certificates of insurance confirming the placement and maintenance of the required insurance.
27. **City May Insure** – If the Tenant fails to insure as required, the City may, after THIRTY (30) days’ notice to the Tenant, effect the insurance in the name and at the expense of the Tenant, and the Tenant hereby authorizes the City to act as the Tenant’s agent for the purpose of obtaining such insurance. The Tenant shall repay the City all costs reasonably incurred by the City within TWENTY ONE (21) days of receipt of an invoice. For clarity, the City has no obligation to obtain any insurance required to be maintained by the Tenant under this Agreement.
28. **Tenant Indemnity** – The Tenant shall indemnify and save harmless the City, and its officers,



- employees, contractors, and agents, from and against all claims, actions, damages, liabilities, costs, and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Lease Area, or occupancy or use of the Lease Area, or caused by or arising from any act or omission of the Tenant, its officers, employees, agents, customers, contractors, or other invitees. This indemnity shall survive the expiry or earlier termination of this Agreement.
29. **City Right to Grant Further Interests** – The City may, from time to time, grant licences, rights of way, easements and other rights and privileges to third parties on, over, under, through, above and across the Lands, provided that such privileges do not materially impair the Tenant’s rights under this Agreement, and the Tenant agrees to execute such further instruments as may be necessary to give such rights and privileges priority over this Agreement.
30. **Permission to Enter** – The City, by its authorized representative, may enter the Lease Area at all reasonable times for the purpose of inspecting the Lease Area and the Tenant’s compliance with this Agreement and for the purpose of exercising its other rights under this Agreement.
31. **Payments Generally** – All payments, including interest, required to be made by the Tenant to the City under the terms of this Agreement shall be:
- (a) payable in lawful money of Canada;
  - (b) paid to the City at the office of the City or at such other place as the City may designate from time to time in writing;
  - (c) made when due hereunder, without the need for prior demand and without any set-off, abatement or deduction;
  - (d) applied towards amounts outstanding in such a manner as the City sees fit; and
  - (e) deemed to be rent (if not Rent), in partial consideration for which this Agreement is entered into, and shall be payable and recoverable as rent, and the City shall have all of the rights and remedies against the Tenant for default in making any such payment which may not be expressly designated as rent, as the City has for a default in payment of Rent.
32. **Interest** – All payments due by the Tenant to the City under this Agreement shall bear interest at the rate of interest established from time to time by the Royal Bank of Canada, Main Branch, Vancouver, B.C. as the base rate used to determine interest rates charged by it for Canadian dollar loans to customers in Canada designated by them as the “prime rate” plus 6% per annum calculated monthly not in advance from the date due until paid (the “Interest Rate”).
33. **Workers Safety and Compensation** – The Tenant shall, in its use of and activities on the Lease Area, comply with all statutes, regulations, and orders from time to time in force

respecting worker safety and compensation, and, upon request from the City, shall provide evidence of any required registration under any statute, regulation, or order respecting worker safety and compensation.

34. **Environmental Matters** – In sections 34 and 35, the following definitions apply:

- (a) “Contaminants” means:
  - (i) as defined in the *Environmental Management Act* (British Columbia), any biomedical waste, contamination, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
  - (ii) matter of any kind which is or may be harmful to safety or health or to the environment; or
  - (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Law;
- (b) “Environmental Law” means any past, present or future common law, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health.

35. The Tenant covenants and agrees with the City to:

- (a) carry on and conduct its activities in, on, and from the Lease Area in compliance with all Environmental Laws;
- (b) not permit the storage, use, handling, manufacture, unloading, loading, treatment, disposal or introduction into the environment of any Contaminants in, on, under or from the Lease Area, except in compliance with all Environmental Laws;
- (c) immediately notify the City of the occurrence of any of the following and provide the City with copies of all relevant documentation in connection therewith:
  - (i) a release of Contaminants in, on or about the Lease Area, or any adjacent land; or
  - (ii) the receipt of any citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication from any person that is related to any Environmental Law;
- (d) promptly provide to the City a copy of any environmental site assessment, audit, report or test results relating to the Lease Area conducted at any time by or for the

Tenant;

- (e) if the City suspects that the Tenant has not complied with its obligations under this section, obtain from an independent environmental consultant approved by the City an environmental site assessment, audit, report or testing of the Lease Area and conduct or cause to be conducted any additional investigations that the environmental consultant may recommend, all in order to determine compliance of the Lease Area with Environmental Laws; and
  - (f) upon the expiry or earlier termination of this Agreement, obtain from an independent environmental consultant, approved by the City, an environmental site assessment, audit, report or testing of the Lease Area and promptly remove any Contaminants arising from the Tenant's use or occupation of the Lease Area in a manner that conforms to Environmental Laws governing their removal.
36. **No Assignment or Sublease** – The Tenant may not assign this Agreement or the benefit of this Agreement, or sublet the Lease Area or any part of the Lease Area, without the prior written consent of the City, nor may the Tenant charge, mortgage, or encumber, or purport to charge, mortgage, or encumber the Tenant's interest in the Lease Area or this Agreement without the prior written consent of the City, which consent may be withheld at the City's sole discretion and without reason.
37. **Termination Due to Default** – If and whenever:
- (a) the Tenant fails to pay any rent or other amount owing under this Agreement when due, whether or not demanded by the City;
  - (b) the agreement between the City and the Tenant for the lease of 1.96 acres of the Lands for the Ferry Terminal building, dated for reference June 3, 2014, a copy of which is located at the City's Legislative Services Department, is terminated or expires;
  - (c) the Tenant fails to observe or perform any of its obligations under this Agreement and the Tenant has not, within SEVEN (7) days after notice from the City specifying the default, cured the default, or if the cure reasonably requires a longer period, the Tenant has not commenced to cure the default within the SEVEN (7) day period and thereafter does not diligently pursue the cure of such default;
  - (d) re-entry is permitted under other terms of this Agreement;
  - (e) without the consent of the City, the Lease Area is vacant for TEN (10) days or more;
  - (f) a receiver is appointed to control the conduct of the business of the Tenant on or from the Lease Area;
  - (g) the Tenant becomes bankrupt or insolvent or takes the benefit of any legislation in force for bankrupt or insolvent debtors;

- (h) proceedings are instituted for the winding-up or termination of the corporate existence of the Tenant;
- (i) without the consent of the City, the Tenant abandons or attempts to abandon the Lease Area or disposes of the bulk of its goods and chattels on the Lease Area;
- (j) the Term or any of the goods or chattels on the Lease Area are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale or chattel mortgage; or
- (k) the Tenant permits a builders lien to arise in respect of the Lands and to remain registered against title to the Lands for more than SIXTY (60) days,

then the City may re-enter and take possession of the Lease Area as though the Tenant or other occupant was holding over after the expiration of the Term and this Agreement may, at the City's option, be immediately terminated by notice left at the Lease Area.

38. **Right to Relet** – If the City re-enters the Lease Area, it may, at its option and without terminating the Tenant's rights, make alterations and repairs to facilitate reletting and relet the Lease Area, or any part, as the Tenant's agent for such period of time and at such rent and on such other terms and the City wishes. Upon reletting, all rent and monies received by the City shall be applied, first, to the payment of indebtedness other than Rent due from the Tenant to the City, second to the payment of costs and expenses of the reletting including brokerage, legal and repair expenses, and third to the payment of Rent due and unpaid under this Agreement. The residue, if any, shall be applied to the payment of future rent as it becomes due and payable. If at any time the rent received from the reletting is less than the Rent, the Tenant shall pay the deficiency to the City to be calculated and paid monthly.
39. **Re-entry** – No re-entry or entry shall be construed as an election by the City to terminate this Agreement unless a written notice of intention to terminate is given to the Tenant (which may be given by way of notice left at the Lease Area). Despite a reletting without termination, the City may elect at any time to terminate this Agreement for a previous breach.
40. **Distress** – If and whenever the Tenant is in default of the payment of any money, including rent, whether expressly reserved by this Agreement or deemed as rent, the City may without notice or any form of legal process whatsoever, enter the Lease Area and seize, remove and sell the Tenant's goods, chattels and equipment and seize, remove, and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained on the Lease Area, notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the City's right of distress.
41. **State of Lease Area Upon Expiry or Termination** – Upon the expiry or earlier termination

of this Agreement, the Tenant shall:

- (a) remove all fencing on the Lease Area; and
  - (b) leave the Lease Area in a good, neat and tidy condition and otherwise in the condition they are required to be kept by the Tenant during the Term under the provisions of this Agreement. If the Tenant does not do so, the City may do so on behalf of the Tenant and any amounts paid by the City in putting the Lease Area into the condition required, together with all costs and expenses of the City, will be reimbursed to the City by the Tenant on demand, plus a 15% administration fee, together with the Interest Rate. The City's rights and the Tenant's obligations under this section shall survive the expiry or earlier termination of this Agreement.
42. **Remedies Cumulative** – No reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City is entitled to commence and maintain an action against the Tenant to collect any Rent not paid when due, without exercising the option to terminate this Agreement.
43. **Holding Over** – If the Tenant continues to occupy the Lease Area after the expiration of the Term, then, without any further written agreement, the Tenant shall be a monthly lessee paying monthly rent in an amount determined by the City and subject always to the other provisions in this Agreement insofar as the same are applicable to a month-to-month tenancy and nothing shall preclude the City from taking action for recovery of possession of the Lease Area.
44. **Lease Not in Registrable Form** – The City is under no obligation to at any time deliver this Agreement or any instrument creating this Agreement to the Tenant in a form registrable under the *Land Title Act* (British Columbia), and the Tenant will not seek to register this Agreement or apply to the City's Approving Officer for approval of a leasehold subdivision plan.
45. **Waiver or Non-Action** – Waiver by the City of any breach by the Tenant of any of its obligations under this Agreement shall not be considered to be a waiver of any subsequent default or continuing default by the Tenant. Failure by the City to take any action in respect of any breach of any Tenant obligation under this Agreement by the Tenant shall not be considered to be a waiver of such obligation.
46. **Conditions** – All of the Tenant's obligations under this Agreement shall be deemed and construed to be both conditions and covenants as though the words specifically expressing covenants or conditions or used in each separate provision respecting each such obligation.
47. **No Joint Venture** – Nothing contained in this Agreement creates the relationship of

principal and agent or of partnership, joint venture or business enterprise or entity between the parties or gives the Tenant any power or authority to bind the City in any way.

48. **Interpretation** – In this Agreement:

- (a) reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;
- (b) a particular numbered section or lettered Schedule is a reference to the correspondingly numbered section or lettered Schedule of this Agreement;
- (c) an "enactment" is a reference to an enactment as that term is defined in the Interpretation Act (British Columbia) on the day this Agreement is made;
- (d) any enactment is a reference to that enactment as amended, revised, consolidated or replaced;
- (e) section headings are inserted for ease of reference and are not to be used in interpreting this Agreement;
- (f) a "party" is a reference to a party to this Agreement;
- (g) time is of the essence; and
- (h) where the word "including" is followed by a list, the contents of the list shall not circumscribe the generality of the expression immediately preceding the word "including".

49. **Notices** – Where any notice, request, direction or other communication (any of which is a "Notice") is to be given or made by a party under the Agreement, it shall be in writing and is effective if delivered in person or sent by mail to the address above. A Notice is deemed given if delivered in person, when delivered or if by mail, FIVE (5) days following deposit with Canada Post. A party may change its address by giving notice to the other party in accordance with this section.

50. **City Discretion** – Wherever in this Agreement the approval or consent of the City is required, some act or thing is to be done to the City's satisfaction, the City is entitled to form an opinion, or the City is given the sole discretion:

- (a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the City or its authorized representative;
- (b) the approval, consent, opinion or satisfaction is in the discretion of the City, acting reasonably;
- (c) sole discretion is deemed to be the sole, absolute and unfettered discretion of the

City; and

- (d) no public law duty of procedural fairness or principle of natural justice shall have any application to such approval, consent, opinion, satisfaction or discretion.
51. **No Effect on Law or Powers** – Nothing contained or implied herein prejudices or affects the City’s rights and powers in the exercise of its functions under the *Community Charter* (British Columbia), the *Local Government Act* (British Columbia), or any other enactment to the extent the same are applicable to the Lease Area, all of which may be fully and effectively exercised in relation to the Lease Area as if this Agreement had not been fully executed and delivered.
52. **Severance** – If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
53. **Binding on Successors** – This Agreement enures to the benefit of and is binding upon the parties and their respective successors and assigns, notwithstanding any rule of law or equity to the contrary.
54. **Law of British Columbia** – This Agreement shall be construed according to the laws of the Province of British Columbia.
55. **Counterparts** – This Agreement may be executed by the parties in counterpart, and the counterparts may be delivered in facsimile.

56. **Schedules** – The following are the Schedules to this agreement and form an integral part of this Agreement:

Schedule "A" – Sketch Plan showing Lease Area

Schedule "B" – Monthly Rent Remittance Form

Schedule "C" – Insurance Requirements

57. **Entire Agreement** – The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the Agreement.

As evidence of their agreement to be bound by the above terms, the City and the Tenant have each executed this Agreement below on the respective dates written below:

**CITY OF NANAIMO** by its authorized signatories:

\_\_\_\_\_  
Mayor:

\_\_\_\_\_  
Corporate Officer:

Date: \_\_\_\_\_

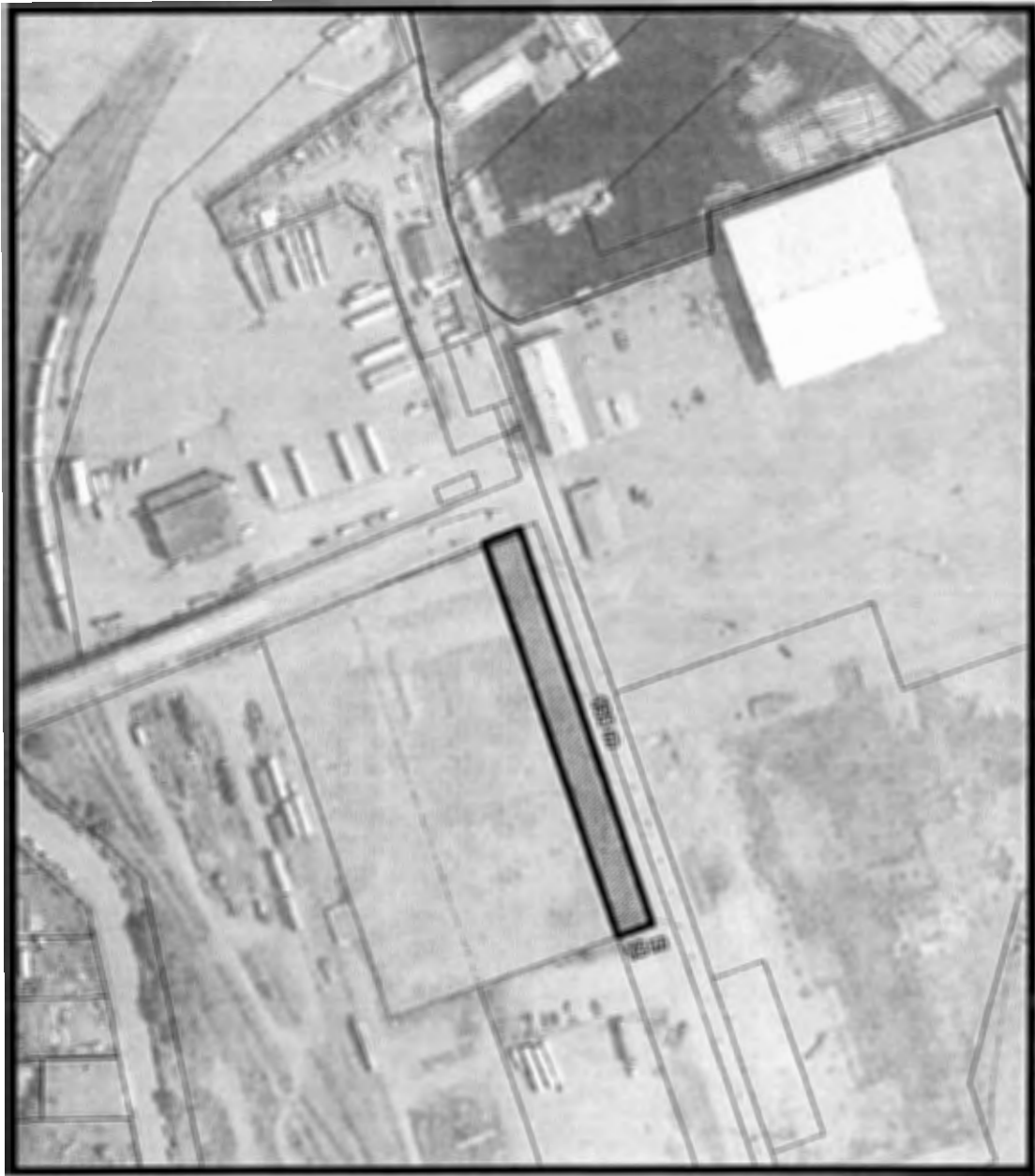
**ISLAND FERRY SERVICES LTD.** by its authorized signatory:

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_





Schedule A



**LOCATION PLAN**



-  CP Lease Area for Parking  
= 3.126 Acres or 335 Spaces
-  City Lease Area for Parking  
= 0.4238 Acres or 42 Spaces

**SCHEDULE "B"**

Monthly Rent Remittance Form

For the month of \_\_\_\_\_, 201\_\_  
 From (date) \_\_\_\_\_ To (date) \_\_\_\_\_

Gross Revenue from Parking	
Less: GST	
<b>Revenue after GST</b>	
Less cost of creation, financing, and operational costs amortized over the Term	
<b>Revenue after the above exclusions</b>	
<b>Rent – 5.5% of the above total</b>	
I certified that the above information is complete and true as to its contents	

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Date:

**SCHEDULE "C"**Insurance Requirements

The Tenant shall obtain and maintain:

- (a) comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the Tenant's use and occupation of the Lease Area in an amount of not less than \$5,000,000.00 per occurrence (or in such greater amount as may be required from time to time by the City);
- (b) course of construction insurance providing coverage for death, bodily injury, property loss and damage, and all other losses arising out of or in connection with the construction of any buildings or structures on the Lease Area, to an amount reasonably satisfactory to the City;
- (c) "all risks" property insurance for replacement cost of all of the Tenant's improvements, personal property and fixtures that are in the nature of trade fixtures; and
- (d) any other form or forms of insurance that the City may reasonably require from time to time in such amounts and for such perils against which a prudent tenant acting reasonably would protect itself in similar circumstances.

All policies of insurance required to be taken out by the Tenant shall be with companies satisfactory to the City and shall, unless otherwise approved in writing by the City:

- (a) name the City as an additional insured;
- (b) include that the City is protected notwithstanding any act, neglect or misrepresentation by the Tenant which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributing with respect to any policies carried by the City and that any coverage carried by the City is in excess coverage;
- (e) not be cancelled or materially modified without the insurer providing the City with 30 days written notice stating when such cancellation is to be effective or identifying the modification;
- (f) not include a deductible greater than \$5,000.00 per occurrence;
- (g) include a cross liability clause; and
- (h) be on other terms acceptable to the City, acting reasonably.

END OF DOCUMENT

# ATTACHMENT D

## **Chronology**

At the 2013-OCT-21 Committee of the Whole Meeting, Council received a Staff report that provided an update on IFSL's efforts to establish a foot passenger ferry service.

At the 2013-DEC-02 Council meeting, an E-Town Hall Meeting was held to solicit feedback from the community on the IFSL proposal.

At the Special "In Camera" Committee of the Whole Meeting held on 2014-JAN-30, IFSL met with Council to provide a progress update.

At the 2014-MAR-17 "In Camera" Committee of the Whole Meeting, Council directed Staff to:

1. continue lease discussions with Island Ferry Services Ltd. based on the recommendations presented in the Staff report and report back to Council when a draft lease has been negotiated; and
2. release the Staff report upon conclusion of negotiations.

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-JUN-09, AT 5:00 P.M.

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PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone (Arrived 5:26 p.m.)  
Councillor J. A. Kipp  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Absent: Councillor G. Anderson

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
I. Howat, General Manager of Corporate Services  
D. Lindsay, Director of Community Development  
T. L. Hartley, Director of Human Resources & Organizational Planning  
G. Foy, Traffic / Transportation Engineer  
G. Ferrero, Director of Information Technology & Legislative Services  
K. King, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:12 p.m.

2. ADOPTION OF AGENDA:

(a) Amended Agenda Item 6 (a) by

(b) Amended Agenda Item 9 (a) by

06614 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as amended. The motion carried unanimously.

3. ADOPTION OF MINUTES:

06814 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-MAY-26 at 5:00 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as amended. The motion carried unanimously.

4. CORPORATE SERVICES:

(a) Update on Lease Agreement with Island Ferry Services Ltd. – 1 Port Drive

06914 It was moved and seconded that Council:

1. provide approval in principle for the lease and licence dispositions associated with the Island Ferry Services Ltd.;
2. direct Staff to return to an upcoming open Council meeting once Island Ferry Services Ltd. has executed the documents; and,
3. direct Staff to release the report upon conclusion of negotiations.

The motion carried unanimously.

07014 It was moved and seconded that Council support sponsorship of Island Ferry Services Ltd. for a Build Canada Fund application as Council's No. 1 priority for Island Ferry Services Ltd. with the understanding that the City has no financial obligation with respect to the project and direct Staff to return with an application proposal for Council's final approval. The motion carried.

Opposed: *Councillor Bestwick*

(b)

5. OTHER BUSINESS:

(a)

6. ADJOURNMENT:

07314 It was moved and seconded at 6:50 p.m. that the "In Camera" Meeting terminate.  
The motion carried unanimously.

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

CERTIFIED CORRECT:

\_\_\_\_\_  
CORPORATE OFFICER



**SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
CITY HALL TRAINING ROOM  
455 WALLACE STREET, NANAIMO, BC  
THURSDAY, 2014-JUN-26, AT 10:00 A.M.

---

1. **ADOPTION OF AGENDA:**

2. **ADMINISTRATION:**

(a) Council Discussion re: Legal Matters

3. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR GREVES  
2014-JUN-09 to 2014-JUL-27

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
CITY HALL BOARD ROOM  
455 WALLACE STREET, NANAIMO, BC  
THURSDAY, 2014-JUN-26, AT 9:00 A.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor W. L. Bestwick (Joined the meeting electronically at 10:15 a.m. and departed at 11:16 a.m.)  
Councillor M. D. Brennan  
Councillor G. E. Greves (Departed at 11:16 a.m.)  
Councillor D. K. Johnstone (Arrived at 10:08 a.m.)  
Councillor J. A. Kipp  
Councillor J. F. K. Pattje

Absent: Councillor G. Anderson  
Councillor W. B. McKay

Others: Mr. Sukh Manhas, City Solicitor, Young Anderson Barristers & Solicitors

Staff: E. C. Swabey, City Manager  
P. Cooper, Communications Manager  
G. Ferrero, Director of Information Technology & Legislative Services  
K. King, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 10:07 a.m.

2. ADMINISTRATION:

(a) Council Discussion re: Legal Matters

07414 It was moved and seconded that Council direct Staff to release to the community, the prepared statement regarding the Leadercast event that was distributed for review at the Meeting, once the complete motion that was passed at the 2014-MAY-05 Committee of the Whole Meeting has been inserted into the statement. The motion carried unanimously.

Councillor Bestwick departed the meeting at 11:16 a.m.

Councillor Greves vacated the Training Room at 11:16 a.m.

07514 It was moved and seconded that Council direct Staff to submit the statement approved by Council regarding the Leadercast event to both the Nanaimo News Bulletin and the Nanaimo Daily News as a paid City notice / publication. The motion carried unanimously.

3. ADJOURNMENT:

07614           It was moved and seconded at 11:41 a.m. that the "In Camera" Meeting terminate.  
                  The motion carried unanimously.

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

CERTIFIED CORRECT:

\_\_\_\_\_  
CORPORATE OFFICER

**SPECIAL “IN CAMERA” AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-JUL-14, AT 5:30 P.M.

---

1. **ADOPTION OF AGENDA:**

*That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).*

2. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special Open Meeting of the Council of the City of Nanaimo held in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, on Thursday, 2014-JUN-05 at 5:00 p.m. *Pg. 1*
  
- (b) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-JUN-09 at 5:00 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC. *Pg. 2-5*

3. **PRESENTATIONS:**

NONE

4. **MAYOR'S REPORT:**

5. **ADMINISTRATION:**

- (a) **Release of Settlement Agreement with Nanaimo Daily News – Leadercast Event**

“That Council authorize Staff to release details of the settlement agreement with the Nanaimo Daily News related to the cancellation of the Leadercast event scheduled for 2014-MAY-09.”

- (b) Strategic Relations (for discussion purposes when applicable)

6. **CORPORATE SERVICES:**

(a) **Property Disposal - Lands Associated with the Former Boulder Creek Water System**

*Purpose: To obtain Council approval in principle to dispose of the lands associated with the historical Boulder Creek Pipe line to support the Province's efforts to conclude a Reconciliation Agreement with Snuneymuxw First Nation.*

Staff Recommendation: That Council:

Pg. 6-10

1. approve in principle the disposition of the Boulder Creek Pipe Line right of way to the Province of BC; and,
2. direct Staff to publish a Notice of Disposition as required under Sections 26 and 94 of the *Community Charter* and return to an open Council meeting for formal approval when complete.

7. **COMMUNITY SERVICES:**

(a) **Renaming of the Bowen Lacrosse Box to the "Ken Medland Sports Centre"**

To be introduced by Parks, Recreation and Culture Commission Chair, Councillor Johnstone.

*Purpose: To obtain Council approval for the renaming of the Bowen Lacrosse Box.*

Commission Recommendation: That Council approve the renaming of the Bowen Lacrosse Box to "Ken Medland Sports Centre."

Pg. 11-12

(b) **Renaming of Cathedral Grove Park to Daynes Park**

To be introduced by Parks, Recreation and Culture Commission Chair, Councillor Johnstone.

*Purpose: To obtain Council approval of the renaming of Cathedral Grove Park.*

Commission Recommendation: That Council approve the renaming of Cathedral Grove Park to Daynes Park.

Pg. 13-28

(c) **Special "In Camera" Minutes of the Parks, Recreation and Culture Commission**

Minutes of the "In Camera" Meeting held 2014-FEB-26

Pg. 29-30

8. **CORRESPONDENCE:**

NONE

9. **OTHER BUSINESS:**

10. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR GREVES  
2014-JUN-09 to 2014-JUL-27

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
THURSDAY, 2014-JUN-05, AT 5:00 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor M. D. Brennan  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor W. B. McKay (Arrived at 5:15 p.m.)  
Councillor J. F. K. Pattje

Absent: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor G. E. Greves

Others: Ms. Michelle Stilwell, MLA Parksville-Qualicum

Staff: E. C. Swabey, City Manager  
I. Howat, General Manager of Corporate Services

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:05 p.m.

2. ADOPTION OF AGENDA:

06414 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. DISCUSSION:

Council met with Ms. Michelle Stilwell, MLA Parksville-Qualicum to discuss topics of mutual concern.

4. ADJOURNMENT:

06514 It was moved and seconded at 6:30 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

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MAYOR

CERTIFIED CORRECT:

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CORPORATE OFFICER

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-JUN-09, AT 5:00 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone (Arrived 5:26 p.m.)  
Councillor J. A. Kipp  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Absent: Councillor G. Anderson

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
I. Howat, General Manager of Corporate Services  
D. Lindsay, Director of Community Development  
T. L. Hartley, Director of Human Resources & Organizational Planning  
G. Foy, Traffic / Transportation Engineer  
G. Ferrero, Director of Information Technology & Legislative Services  
K. King, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:12 p.m.

2. ADOPTION OF AGENDA:

(a) Amended Agenda Item 6 (a) by

(b) Amended Agenda Item 9 (a) by

06614 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as amended. The motion carried unanimously.



3. ADOPTION OF MINUTES:

06814 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-MAY-26 at 5:00 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as amended. The motion carried unanimously.

4. CORPORATE SERVICES:

(a) Update on Lease Agreement with Island Ferry Services Ltd. – 1 Port Drive

06914 It was moved and seconded that Council:

1. provide approval in principle for the lease and licence dispositions associated with the Island Ferry Services Ltd.;
2. direct Staff to return to an upcoming open Council meeting once Island Ferry Services Ltd. has executed the documents; and,
3. direct Staff to release the report upon conclusion of negotiations.

The motion carried unanimously.

07014 It was moved and seconded that Council support sponsorship of Island Ferry Services Ltd. for a Build Canada Fund application as Council's No. 1 priority for Island Ferry Services Ltd. with the understanding that the City has no financial obligation with respect to the project and direct Staff to return with an application proposal for Council's final approval. The motion carried.

Opposed: *Councillor Bestwick*

(b)

5. OTHER BUSINESS:

(a)

6. ADJOURNMENT:

07314 It was moved and seconded at 6:50 p.m. that the "In Camera" Meeting terminate.  
The motion carried unanimously.

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

CERTIFIED CORRECT:

\_\_\_\_\_  
CORPORATE OFFICER

**“In Camera”**

**City of Nanaimo**

**REPORT TO COUNCIL**

DATE OF MEETING: 2014-JUL-14

AUTHORED BY: BILL CORSAN, MANAGER OF REAL ESTATE

RE: PROPERTY DISPOSAL – LANDS ASSOCIATED WITH THE FORMER BOULDER CREEK WATER SYSTEM

---

STAFF RECOMMENDATION:

That Council:

1. approve in principle the disposition of the Boulder Creek Pipe Line Right of Way to the Province of BC; and
2. direct Staff to publish a Notice of Disposition as required under Sections 26 and 94 of the *Community Charter* and return to an open Council meeting for formal approval when complete.

PURPOSE:

The purpose of this report is to obtain Council approval in principle to dispose of the lands associated with the historical Boulder Creek Pipe Line to support the Province’s efforts to conclude a Reconciliation Agreement with Snuneymuxw First Nation (SFN).

BACKGROUND:

The City owns three fee simple parcels of land associated with the former Boulder Creek water works. The lands are situated within Block 202, Douglas District, which is on the south side of Mount Benson, near Nanaimo Lakes Road (Attachment A).

The lands encompass a total area of 1.37 ha (3.39 acres) as shown on Attachment B. This includes the Pipe Head Reservoir (also known as Reservoir No. 6) Site 0.72 ha (1.79 acres), a Pipe Line Right of Way 0.62 ha (1.54 acres), and a Pipe Line connection to Nanaimo Lakes Road 0.02 ha (0.06 acres).

The lands were conveyed in fee simple from the Esquimalt and Nanaimo Railway Company to the City in 1903. A dam and reservoir were built and a pipeline constructed to divert water to the Chase River for the City’s water supply at Reservoir No. 1. This system was superceded by pumping water from the South Fork of the Nanaimo River and the South Fork dam in the early 1930’s. The Boulder Creek system was apparently considered redundant and abandoned. Today, there is almost no trace of the pipeline as the right of way has been taken over by the forest.

Council  
 Committee.....  
 Open Meeting  
 In-Camera Meeting

Meeting Date: 2014-Jul-14

Staff from the City's Water Resources Section believe that the lands associated with the Boulder Creek Pipe Line are surplus to City needs.

**Province/SFN Reconciliation Agreement**

The Ministry of Aboriginal Relations and Reconciliation (MARR) is in the process of finalizing a Reconciliation Agreement with SFN. The lands associated with Block 202, Douglas District are one of the key pieces included in the Agreement.

The final Reconciliation Agreement has now been presented to SFN who have indicated a strong desire for the Boulder Creek lands to be included as part of the Reconciliation Agreement.

At the Special "In Camera" Council meeting held 2014-MAR-24 Council approved in principle the disposition of the Boulder Creek Pipe Line Right of Way to the Province of BC and for Staff to negotiate an Offer to Purchase.

Staff from the City and MARR have reached an agreement that will see the lands transfer to the Province for \$1, with the Province responsible for any costs.

If approval in principle to dispose of the lands is granted, Staff will publish a Notice of Disposition in the local newspaper for two consecutive weeks as required under Section 26 and 94 of the *Community Charter*. A report will be brought to a subsequent Council meeting for formal approval once the Notice has run its due course.

**Strategic Plan Considerations**

This disposition meets two of the key priorities identified in the 2012-2015 Strategic Plan, including;

Strategy	Potential Strategies and/or Initiatives
Taking Responsibility	<ul style="list-style-type: none"> <li>• Addressing unresolved, long-standing issues around land use and land ownership.</li> </ul>
Asset Management	<ul style="list-style-type: none"> <li>• Disposing of surplus land and infrastructure.</li> </ul>
Community Building Partnerships	<ul style="list-style-type: none"> <li>• Working with the Province and SFN to help address long term issues.</li> </ul>

**Recommendations for Release of Information to the Public**

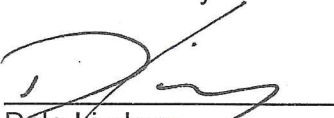
- For release following Council direction to publish a Notice of Disposition in the local newspaper for two consecutive weeks.

Respectfully submitted,



Bill Corsan  
MANAGER  
REAL ESTATE

Concurrence by:



Dale Lindsay  
DIRECTOR  
COMMUNITY DEVELOPMENT



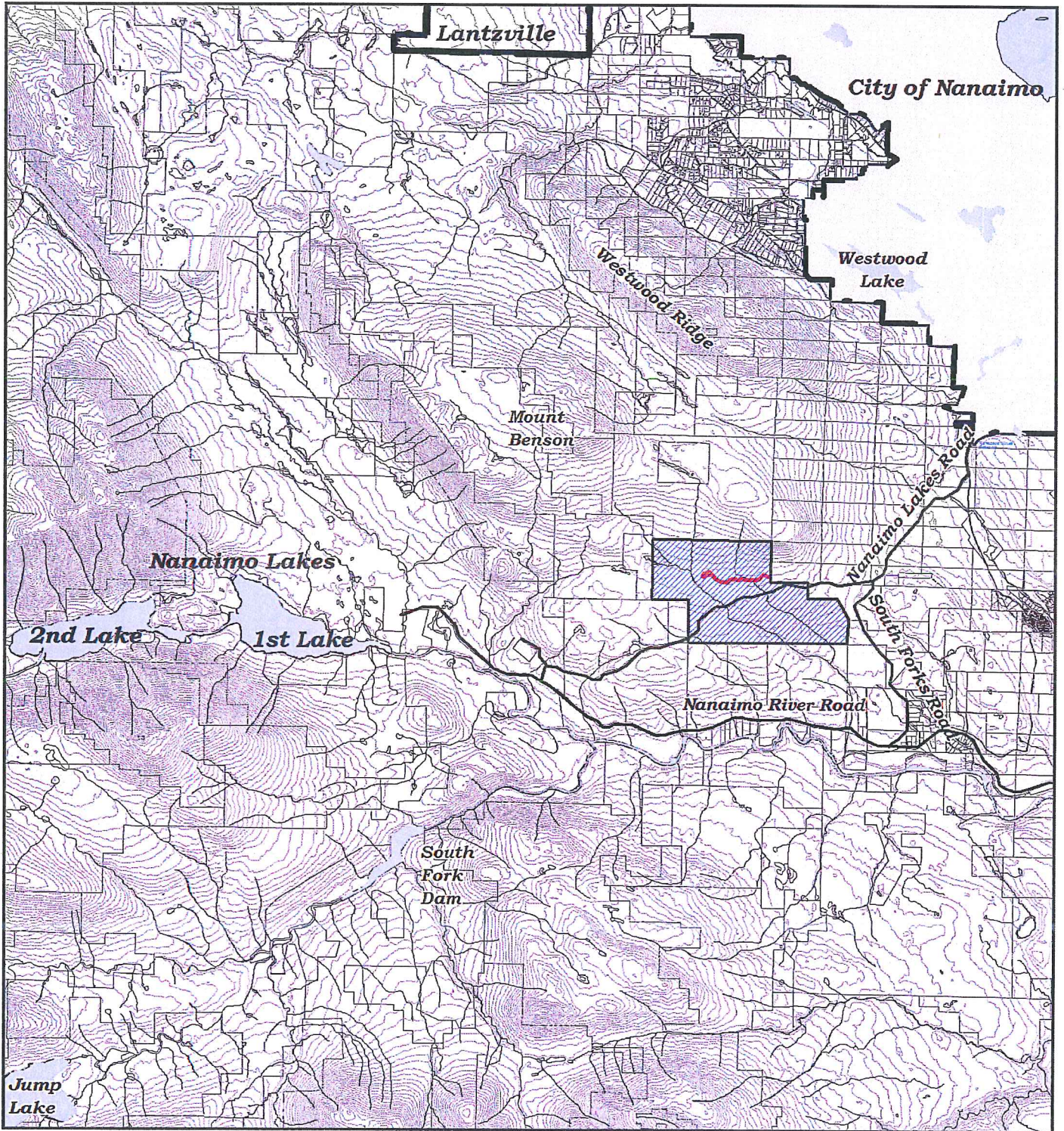
Ian Howat  
GENERAL MANAGER  
CORPORATE SERVICES

CITY MANAGER COMMENT:

I concur with the Staff recommendation.

Drafted: 2014-JUN-26  
INV00555  
BC/ns/tl

ATTACHMENT A



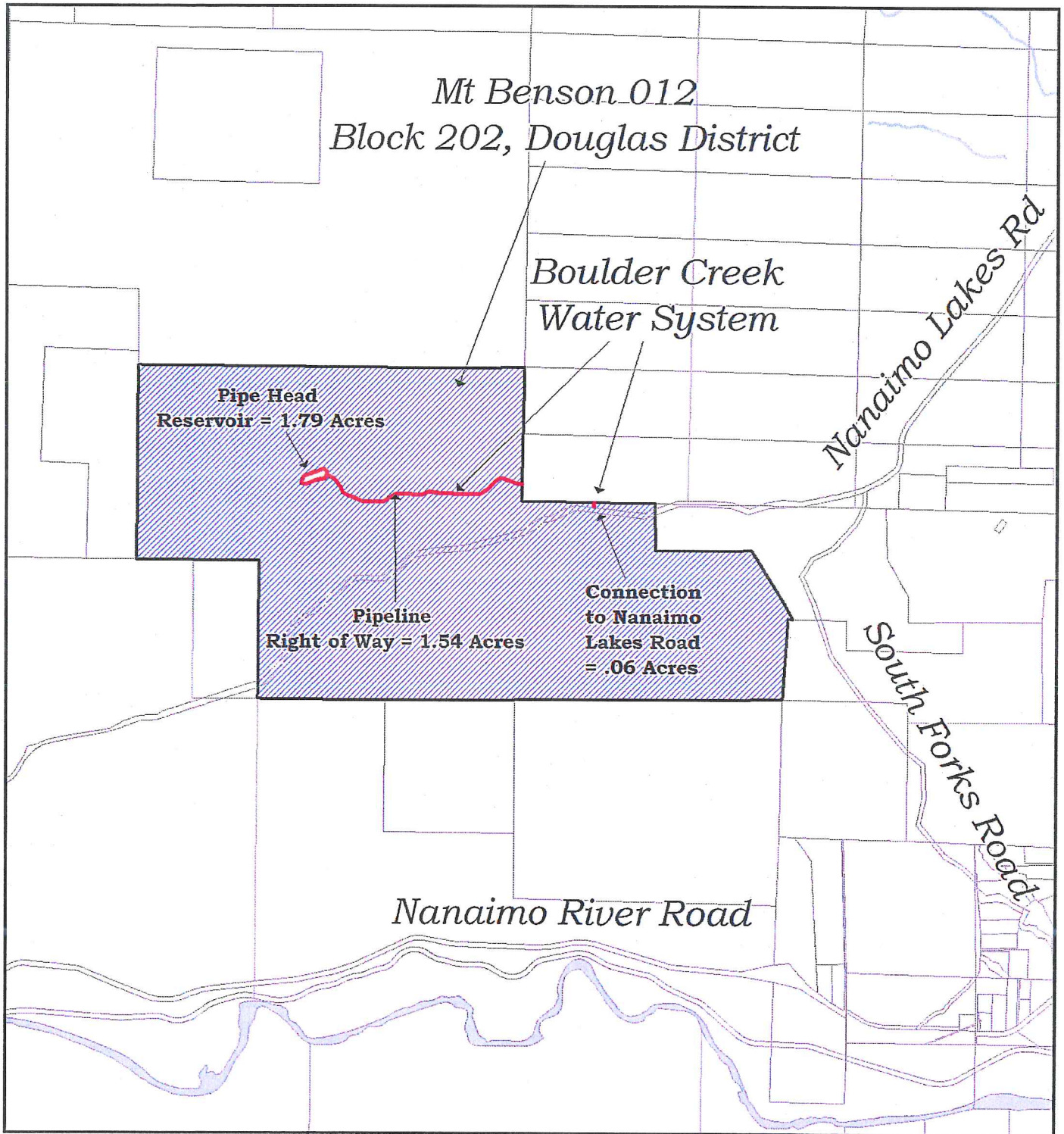
**LOCATION PLAN**

Civic: Boulder Creek

 Subject Properties

 Mt Benson 012,  
Block 202,  
Douglas District

ATTACHMENT B



**LOCATION PLAN**

Civic: Boulder Creek

 **Subject  
Properties**

 **Mt Benson 012,  
Block 202,  
Douglas District**



# “IN CAMERA”

City of Nanaimo

## REPORT TO COUNCIL

DATE OF MEETING: 2014-JUN-23

AUTHORED BY: DIANA JOHNSTONE, CHAIR  
PARKS, RECREATION AND CULTURE COMMISSION

RE: RENAMING OF THE BOWEN LACROSSE BOX TO THE  
KEN MEDLAND SPORTS CENTRE

---

### RECOMMENDATION:

That Council approve the renaming of the Bowen Lacrosse Box to “Ken Medland Sports Centre.”

### PURPOSE:

To obtain Council approval.

### BACKGROUND:

At the 2014-JAN-22 “In Camera” meeting of the Parks, Recreation and Culture Commission, AL Brett and Bob Rowledge, representing the Nanaimo Lions Club, gave a presentation requesting the renaming of the Bowen Lacrosse Box from the current “Lions Sports Centre” to the “Ken Medland Memorial Sports Centre” and installation of a cairn in memoriam of Ken Medland’s service as a City of Nanaimo Alderman and to the Nanaimo Lions Club. The facility was built by the Lion’s Club and they would like a larger sign which would retain the Lion’s Club logo, but would display “Ken Medland Memorial Sports Centre. They also sought approval from Commission to install a brass plaque in addition to a cairn.

At that meeting, the Parks, Recreation and Culture Commission unanimously approved a motion to recommend that Council approve the renaming of the Bowen Lacrosse Box to “Ken Medland Memorial Sports Centre.”

Further discussion was held and Commissioners requested that Staff ensure the family was aware of the renaming, that Staff review the concept of not having the term “memorial” in the naming, as well as the installation of a cairn.

It was requested that Staff meet with representatives from the Lion’s Club to review and clarify details of the request and then return to Commission with a report confirming and outlining the outcome of those meetings and discussions prior to moving forward. In addition, Commission

MEETING  
 Committee  
 Open Meeting  
 In-Camera Meeting  
Meeting Date: 2014 Jun 23

and the Lion's Club wanted to review with Staff areas and ideas of improvements to the facility this year. Further to these discussions, Staff have been working with the Nanaimo Lion's Club over the past few months to explore the various options.

DISCUSSION:

The Lion's Club is in agreement with the new proposed name of the "Ken Medland Sports Centre" and identified the following in regards to the cairn, signage and a list of improvements they are willing to work towards accomplishing over the next year or so:

- new surfacing;
- lines;
- putting some type of protection over the metal strip at the top of the boards ( i.e. puck board strips);
- moving the box they have in the front of the facility to the side so it is out the way;
- clean up the area on the bank and around the tree; and,
- replace the concrete blocks with split rail fence.

The Lions also want to put a cairn at the front the facility in commemoration of Ken Medland and plant out some of the bank and area with trees.

A representative from Lacrosse was part of the improvement discussions.

At their "In-Camera" meeting held on 2014-JUN-12, the Parks, Recreation and Culture Commission unanimously approved a motion recommending that Council approve the renaming of the Bowen Lacrosse Box to "Ken Medland Sports Centre."

Respectfully submitted,



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Diana Johnstone  
CHAIR  
PARKS, RECREATION AND CULTURE COMMISSION

Attachment

2014-JUN-17

File: A4-2-1 / A2-4 / D1-1-2

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**IN CAMERA**  
**City of Nanaimo**  
**REPORT TO COUNCIL**

DATE OF MEETING: 2014-JUL-14

AUTHORED BY: DIANA JOHNSTONE, CHAIR  
PARKS, RECREATION AND CULTURE COMMISSION

RE: RENAMING OF CATHEDRAL GROVE PARK TO DAYNES PARK

---

RECOMMENDATION:

That Council approve the renaming of Cathedral Grove Park to "Daynes Park."

PURPOSE:

To obtain Council approval.

BACKGROUND:

At the 2014-JUN-25 "In Camera" meeting of the Parks, Recreation and Culture Commission, Mr. Andrew Tuck, representing the Parkwood area neighbourhood, gave a presentation requesting that Cathedral Grove Park be renamed to "Daynes Park" in recognition of 20 years of dedicated service to the community by Mr. Len Daynes, who passed away on 2014-JUN-09.

Mr. Tuck provided a handout which included four letters and a petition in support of changing the name of Cathedral Grove Park to "Daynes Park" (attached). Additionally, Mr. Daynes' family attended the meeting to confirm their support.

At that meeting, the Parks, Recreation and Culture Commission unanimously approved a motion to recommend that Council approve the renaming of Cathedral Grove Park to "Daynes Park."

Respectfully submitted,

*Diana Johnstone*

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Diana Johnstone  
CHAIR  
PARKS, RECREATION AND CULTURE COMMISSION

Attachment

2014-JUN-27  
File: A4-2-1 / A2-4 / D1-2-13  
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Council  
 Committee.....  
 Open Meeting  
 In-Camera Meeting  
Meeting Date: 2014-Jul-14

**SPECIAL "IN CAMERA" MINUTES**  
PARKS, RECREATION AND CULTURE COMMISSION MEETING  
SERVICE AND RESOURCE CENTRE BOARD ROOM  
WEDNESDAY, 2014-FEB-26, AT 6:42 P.M.

---

PRESENT: Commissioner D. Johnstone, Chair

Members: Commissioner T. Greves  
Commissioner F. Pattje  
Commissioner L. Avis  
Commissioner M. Beaudoin-Lobb  
Commissioner H. Houle  
Commissioner A. McPherson  
Commissioner G. Savage  
Commissioner I. Thorpe  
Commissioner M. Young

Regrets: Commissioner D. Rinald  
Commissioner K. Alden

Staff: R. Harding, Director, Parks, Recreation and Environment  
D. Osborne, Arena Manager  
K. MacDonald, Parks and Open Space Planner  
J. Farrell, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 6:42 p.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 Minutes of the Special "In Camera" Meeting of the Parks, Recreation and Culture Commission held Wednesday, 2014-JAN-22 at 7:27 p.m. in the Service and Resource Centre Board Room be adopted as circulated. The motion carried unanimously.

Council  
 Committee  
 Open Meeting  
 In Camera Meeting

2014 Jul-14

4. PRESENTATIONS:

- (a) Keith Payton and Susan Carlson, representing the Kiwanis Nanaimo Sunrisers, gave a presentation regarding the installation of a brass memorial plaque at the Brechin Boat Ramp in memory of Bruno Tonolli, founder of Nanaimo's "Bullhead Derby."

It was moved and seconded that the Parks, Recreation and Culture Commission approve the installation of a memorial plaque at the Brechin Boat Ramp in recognition of Bruno Tonolli. The motion carried unanimously.

5. ADJOURNMENT:

It was moved and seconded at 6:49 p.m. that the "In Camera" meeting adjourn. The motion carried unanimously.

CERTIFIED CORRECT:



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D. Johnstone, Chair  
Parks, Recreation and Culture Commission

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R. Harding, Director  
Parks, Recreation and Environment

2014-MAR-05  
File: A2-4  
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**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-JUL-14, AT 5:30 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor W. B. McKay (entered at 5:35 p.m.)  
Councillor J. F. K. Pattje

Absent: Councillor G. Anderson  
Councillor W. L. Bestwick

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
I. Howat, General Manager of Corporate Services  
B. E. Clemens, Director of Finance  
G. Ferrero, Director of Information Technology & Legislative Services  
R. J. Harding, Director of Parks, Environment & Recreation  
P. Cooper, Communications Manager  
B. Corsan, Manager, Real Estate  
D. Smith, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:31 p.m.

2. ADOPTION OF AGENDA:

07714 It was moved and seconded that Council, in accordance with Section 90(1) (n) of the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. ADOPTION OF MINUTES:

07814 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Thursday, 2014-JUN-05 at 5:00 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

07914 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-JUN-09 at 5:00 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

4. ADMINISTRATION:

Councillor McKay entered the Douglas Rispin Room at 5:35 p.m.

(a) Release of Settlement Agreement with Nanaimo Daily News – Leadercast Event

08014 It was moved and seconded that Council authorize Staff to release details of the settlement agreement with the Nanaimo Daily News related to the cancellation of the Leadercast event scheduled for 2014-MAY-09. The motion carried unanimously.

08114 It was moved and seconded that Council authorize the Mayor to read during the Mayor's Report at the 2014-JUL-14 Open Council Meeting, the content of the draft News Release distributed and amended during this evening's meeting which releases details of the settlement agreement with the Nanaimo Daily News related to the cancellation of the Leadercast event scheduled for 2014-MAY-09. The motion carried unanimously.

5. CORPORATE SERVICES:

(a) Property Disposal - Lands Associated with the Former Boulder Creek Water System

08214 It was moved and seconded that Council:

1. approve in principle the disposition of the Boulder Creek Pipe Line right of way to the Province of BC; and,
2. direct Staff to publish a Notice of Disposition as required under Sections 26 and 94 of the *Community Charter* and return to an open Council meeting for formal approval when complete.

The motion carried unanimously.

6. COMMUNITY SERVICES:

(a) Renaming of the Bowen Lacrosse Box to the "Ken Medland Sports Centre"

08314 It was moved and seconded that Council approve the renaming of the Bowen Lacrosse Box to "Ken Medland Sports Centre". The motion carried unanimously.

(b) Renaming of Cathedral Grove Park to Daynes Park

08414 It was moved and seconded that Council approve the renaming of Cathedral Grove Park to Daynes Park. The motion carried unanimously.

(c) Special "In Camera" Minutes of the Parks, Recreation and Culture Commission Meeting held 2014-FEB-26

08514 It was moved and seconded that Council receive the Special "In Camera" Minutes of the Parks, Recreation and Culture Commission. The motion carried unanimously.

Council moved out of "In Camera" at 6:05 p.m. to consider an amendment to the procedural motion to proceed "In Camera" to include Section 90 (1)(c) of the *Community Charter* to accommodate Councillor McKay's request for consideration of a late item regarding

Council moved back "In Camera" at 6:06 p.m.

7. OTHER BUSINESS:

(a)

8. ADJOURNMENT:

08714 It was moved and seconded at 6:22 p.m. that the "In Camera" Meeting terminate.  
The motion carried unanimously.

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M A Y O R

CERTIFIED CORRECT:

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CORPORATE OFFICER



**SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-JUL-21, IMMEDIATELY FOLLOWING  
THE SPECIAL OPEN COUNCIL MEETING

---

**1. ADOPTION OF AGENDA:**

*That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).*

**2. ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Council Meeting held in the City Hall Board Room, 455 Wallace Street, Nanaimo, BC, on Thursday, 2014-JUN-16 at 9:00 a.m. Pg. 3-4

**3. PRESENTATIONS:**

NONE

**4. MAYOR'S REPORT:**

NONE

**5. ADMINISTRATION:**

- (a) Strategic Relations (for discussion purposes when applicable)

**6. CORPORATE SERVICES:**

(a)

**7. COMMUNITY SERVICES:**

NONE

**8. CORRESPONDENCE (not related to a Report to Council):**

NONE

9. **OTHER BUSINESS:**

10. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR GREVES  
2014-JUN-09 to 2014-JUL-27

**SPECIAL "IN CAMERA" MINUTES**  
**COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS**  
**CITY HALL BOARD ROOM**  
**455 WALLACE STREET, NANAIMO, BC**  
**THURSDAY, 2014-JUN-26, AT 9:00 A.M.**

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor W. L. Bestwick (Joined the meeting electronically at 10:15 a.m. and departed at 11:16 a.m.)  
Councillor M. D. Brennan  
Councillor G. E. Greves (Departed at 11:16 a.m.)  
Councillor D. K. Johnstone (Arrived at 10:08 a.m.)  
Councillor J. A. Kipp  
Councillor J. F. K. Pattje

Absent: Councillor G. Anderson  
Councillor W. B. McKay

Others: Mr. Sukh Manhas, City Solicitor, Young Anderson Barristers & Solicitors

Staff: E. C. Swabey, City Manager  
P. Cooper, Communications Manager  
G. Ferrero, Director of Information Technology & Legislative Services  
K. King, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 10:07 a.m.

2. ADMINISTRATION:

(a) Council Discussion re: Legal Matters

07414 It was moved and seconded that Council direct Staff to release to the community, the prepared statement regarding the Leadercast event that was distributed for review at the Meeting, once the complete motion that was passed at the 2014-MAY-05 Committee of the Whole Meeting has been inserted into the statement. The motion carried unanimously.

Councillor Bestwick departed the meeting at 11:16 a.m.

Councillor Greves vacated the Training Room at 11:16 a.m.

07514 It was moved and seconded that Council direct Staff to submit the statement approved by Council regarding the Leadercast event to both the Nanaimo News Bulletin and the Nanaimo Daily News as a paid City notice / publication. The motion carried unanimously.

3. ADJOURNMENT:

07614 It was moved and seconded at 11:41 a.m. that the "In Camera" Meeting terminate.  
The motion carried unanimously.

\_\_\_\_\_  
MAYOR

CERTIFIED CORRECT:

\_\_\_\_\_  
CORPORATE OFFICER

**"IN CAMERA" MINUTES**  
SPECIAL COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, 80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-JUL-21 AT 6:33 P.M.

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PRESENT: Mayor J. R. Ruttan, Chair

Members: Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. F. K. Pattje

Absent: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor J. A. Kipp  
Councillor W. B. McKay

Others: Ms. Marcia McNeil, City Solicitor, Sheen, Arnold, McNeil  
Mr. Sukh Manhas, City Solicitor, Young Anderson Barristers &  
Solicitors (via telephone, arrived 6:55 p.m., vacated 7:30 p.m.)

Staff: T. L. Hartley, Director of Human Resources & Organizational Planning

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 6:33 p.m.

2. ADOPTION OF AGENDA:

08814 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. ADOPTION OF MINUTES:

08914 It was moved and seconded that the Minutes of the Special "In Camera" Council Meeting held Monday, 2014-JUN-26 at 9:00 a.m. in the City Hall Board Room, 455 Wallace Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

4. CORPORATE SERVICES:

(a)

5. ADJOURNMENT:

09114           It was moved and seconded at 7:40 p.m. that the "In Camera" Meeting terminate.  
                  The motion carried unanimously.

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C H A I R

CERTIFIED CORRECT:

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CORPORATE OFFICER

**SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-AUG-11, AT 5:00 P.M.

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1. **ADOPTION OF AGENDA:**

*That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).*

2. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-JUL-14 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC. *Pg. 3-6*
- (b) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-JUL-21 at 6:33 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC. *Pg. 7-8*

3. **PRESENTATIONS:**

4. **MAYOR'S REPORT:**

5. **ADMINISTRATION:**

- (a) Strategic Relations (for discussion purposes when applicable)

6. **CORPORATE SERVICES:**

(a) **Chronology of Events re Leadercast Event Cancellation**

*Purpose: To respond to a motion of Council made at the "In-Camera" meeting held 2014-JUL-21.*

Staff Recommendation: That Council:

*Pg. 9-162*

- 1. amend the Leadercast event motion that was the subject of the 2014-JUL-14 Notice of Motion as recommended in Attachment A;

2. make a decision to either:
  - (a) pass the amended motion, and direct Staff to prepare a report in consultation with legal counsel that provides recommendations on the terms of reference for a Leadercast event investigation and at least three alternatives for independent, experienced investigators to conduct the investigation, including their proposed fees and timelines; **OR**,
  - (b) defeat the amended motion and direct Staff to release this report and its attachments following a review by the City's Freedom of Information and Protection of Privacy Act ("FOIPPA") Coordinator for compliance under FOIPPA and in accordance with Council's policy for "In Camera" release; and,
3. direct Staff to add "Investigation into Leadercast Event" as a late item under the Mayor's Report for the 2014-AUG-11 open meeting of Council and authorize the Mayor to "rise and report" to the public on the amended "In Camera" motion, the result of the vote on the motion and any next steps.

7. **COMMUNITY SERVICES:**

8. **CORRESPONDENCE:**

9. **OTHER BUSINESS:**

- (a) Request for a motion to release from "In Camera" the reports and Council's motions in accordance with Council's Policy for Release of "In Camera" Information regarding the renaming of the Bowen Lacrosse Box to the "Ken Medland Sports Centre" and the renaming of Cathedral Grove Park to "Daynes Park" considered at the "In Camera" Meeting of Council held 2014-JUL-14.

10. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR:

COUNCILLOR ANDERSON	2014-JUL-28 to 2014-SEP-07
COUNCILLOR BRENNAN	2014-SEP-08 to 2014-OCT-19
COUNCILLOR MCKAY	2014-OCT-20 to 2014-NOV-30



**“In Camera”  
City of Nanaimo  
REPORT TO CITY COUNCIL**

DATE OF MEETING: 2014-August 11

AUTHORED BY: Terry Hartley, Director of HR & Organizational Planning

RE: Chronology of Events re Leadercast Event Cancellation

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**STAFF RECOMMENDATION:**

That Council:

- (1) Amend the Leadercast event motion that was the subject of the July 14, 2014 Notice of Motion as recommended in Attachment “A.”
- (2) Make a decision to either:
  - a. Pass the amended motion, and direct staff to prepare a report in consultation with legal counsel that provides recommendations on the terms of reference for a Leadercast event investigation and at least three alternatives for independent, experienced investigators to conduct the investigation, including their proposed fees and timelines; or
  - b. Defeat the amended motion, and direct staff to release this report and its attachments following a review by the City’s Freedom of Information and Protection of Privacy (“FOIPPA”) Coordinator for compliance under FOIPPA and in accordance with Council’s policy for “In-Camera” release.
- (3) Direct staff to add “Investigation into Leadercast Event” as a late item under the Mayor’s Report for the August 11, 2014 open meeting of Council and authorize the Mayor to “rise and report” to the public on the amended “In-Camera” motion, the result of the vote on the motion and any next steps.

**PURPOSE:**

To respond to the motion of Council made at the “In-Camera” meeting of July 21, 2014.

**BACKGROUND:**

On July 14, 2014, Councillor Bill McKay read out a Notice of Motion at the televised open meeting of Council. The Notice of Motion had not been provided to staff to review in advance of the meeting. Under the City’s Procedure Bylaw, a motion that has been presented as a Notice of Motion shall be placed on the agenda of the next Council meeting (or other future meeting designated by the member). The motion was scheduled to be presented at the August 11, 2014 open Council meeting.

On July 16, 2014, the City Solicitor met with the Mayor to discuss the City Solicitor’s concerns regarding potential risks to the City arising from the human resource implications of the Leadercast event Notice of Motion and provided legal advice on the potential risks of placing the ensuing motion on the August 11, 2014 agenda of the open meeting of Council. **Section 14**

**Section 14**

## Section 14

### Section 14

staff prepared a report which was presented at the July 21, 2014 In-Camera meeting of Council. The City's labour and employment lawyer, Marcia McNeil, attended the meeting and the City Solicitor, Sukh Manhas, attended a portion of the meeting by telephone. At the meeting, the following motion was passed by Council:

That Council direct Staff to place the motion arising from the 2014-JUL-14 Notice of Motion on the agenda for the 2014-AUG-11 "In Camera" meeting; and, prepare a chronology of events leading up to the cancellation of the Leadercast Event, appending all applicable documents, and placing this report on the "In Camera" agenda of the 2014-AUG-11 meeting for discussion.

This report follows from the above-referenced motion.

### DISCUSSION:

The Director of Human Resources & Organizational Planning has been provided with all of the documents that had been sent to the City Solicitor in order to get a legal opinion on the Leadercast event cancellation. All of these papers are included as appendices (Appendix "B") even though some of them may be considered to have little relevance and/or are dated after the cancellation of the event. For ease of reference, the documents are numbered, with each of the papers showing only the excerpt that corresponds to the number. The documents are summarized as follows:

1. Thursday, May 1, 2014, 10:03 p.m. email from Section 22 to Councillor Diane Brennan to remind Councillor Brennan that around the same time last year a Leadercast event had been cancelled due to the plan to hold it in the Vancouver Island Conference Centre ("VICC"). Section 22 expressed that Section 22 was shocked and dismayed to see the event scheduled in the VICC again. Section 22 stated Section 22 objection to the event given that it was going to be held in a publicly-owned, taxpayer-funded facility and Section 22 perspective that one of the sponsors, Chick-Fil-A, was a "homophobic company."
2. May 1, 2014, 10:04 p.m. email from Section 22 (member of the public) to Denise Tacon (VICC) to ask if the recipient realized that the main sponsor of the Leadercast event was Chick-Fil-A, "the owner of which is virulently anti gay." The writer goes on to say that the event was cancelled last year due to these reasons, would be fought against again this year and that local news programs were going to be contacted. Section 22 asked that the VICC reconsider hosting the event.
3. Friday, May 2, 2014, 9:45 a.m. email from Denise Tacon to Andrea Rosato-Taylor, Nanaimo Daily News ("NDN") forwarding the email from Section 22 (#2) and asking for verification that the Leadercast event was not affiliated with Chick-Fil-A.
4. May 2, 2014, 10:21 a.m. email from Section 22 to Councillor Pattje forwarding the email sent to Councillor Brennan (#1), asking Councillor Pattje if a local sponsor should be contacted and providing a telephone number where Section 22 could be reached.
5. May 2, 2014, 11:06 a.m. email from Councillor Pattje to Mayor John Ruttan, with a copy to GM Corporate Services Ian Howat, forwarding the email from Section 22 (#4),

stating “FYI” and providing the correct name of the sponsor (Coastal Community Credit Union, “CCCU”) that **Section 22** had asked about contacting.

6. May 2, 2014, 11:20 a.m. email from Ms. Rosato-Taylor replying to Ms. Tacon (#3), stating that Chick-Fil-A is not a sponsor of the event and is not associated with the event. She further indicated that the speakers did not have an anti-gay agenda.
7. May 2, 2014, 11:29 a.m. email from Mr. Howat to Mayor Ruttan, Councillor Pattje and Councillor Brennan with a copy to Executive Assistant, City Manager's Office, Jan Kemp, forwarding the email from Councillor Pattje (#5) and stating that he had spoken with the President of CCCU **Section 22**.  
Mr. Howat said he had also spoken with the Port Theatre Manager who stated that he only recently became aware of the Leadercast connection as the NDN had left that information out of the booking process. Mr. Howat went on to say that the NDN had cancelled the event the previous year after public pressure impacted ticket sales.
8. May 2, 2014, 11:45 a.m. email from Ms. Tacon in reply to Ms. Rosato-Taylor (#6) stating that there is a problem and that Ms. Rosato-Taylor needed to call her as soon as possible.
9. May 2, 2014, 12:52 p.m. email from Ms. Rosato-Taylor in reply to Ms. Tacon (#8) saying “we have a call with coastal.”
10. May 2, 2014, 1:55 p.m. email from Ms. Tacon in reply to Ms. Rosato-Taylor (#9) asking “what do you mean...” and adding that Ms. Tacon has been having telephone calls with the Vancouver Island Rainbow Association.
11. May 2, 2014, 1:59 p.m. email from Ms. Rosato-Taylor in reply to Ms. Tacon (#10) stating “we are talking to coastal community the sponsor” and saying she would get back to Ms. Tacon shortly.
12. May 2, 2014, 2:00 p.m. email from Ms. Tacon in reply to Ms. Rosato-Taylor (#11) acknowledging Ms. Rosato-Taylor's email and stating that she has been informed that the Vancouver Island Rainbow Association was having a board meeting that night.
13. May 2, 2014, 4:32 p.m. email from Mr. Howat to Mayor Ruttan and Councillors Pattje and Brennan to inform the recipients that Mr. Howat had just been advised that the NDN had cancelled the Leadercast event.
14. May 2, 2014, 4:37 p.m. email from Elverna Edwards-Mailloux (VICC) to Ms. Rosato-Taylor stating that she understood the leadership event has been cancelled. Ms. Edwards-Mailloux advised Ms. Rosato-Taylor that the deposit would be held for a 12 month period for NDN to use for another event.
15. May 2, 2014, 4:44 p.m. email from Councillor Pattje to Mayor Ruttan and Councillor Brennan to say that he had just been advised that the NDN had pulled the event.
16. May 2, 2014, 5:06 p.m. email from Ms. Rosato-Taylor in reply to Ms. Edwards-Mailloux (#14) to ask the amount of the deposit.
17. May 2, 2014, 6:04 p.m. email from Ms. Rosato-Taylor to City Manager Ted Swabey with a copy to Hugh Nicolson (NDN) and Mr. Howat. Ms. Rosato-Taylor states that the VICC

called her to say they needed to cancel the NDN event because there was a concern expressed by the Rainbow Coalition about the event being anti-gay. Ms. Rosato-Taylor objected to this indicating that the cancellation was inappropriate. The email goes into detail regarding her views as to why the cancellation was inappropriate.

18. May 2, 2014, 6:06 p.m. email from Mr. Howat to Ms. Tacon forwarding the email from Ms. Rosato-Taylor (#17) and asking "what is going on?"
19. May 2, 2014, 6:10 p.m. email from Ms. Edwards-Mailloux in reply to Ms. Rosato-Taylor (#16) stating that she thought the deposit amount was \$1050.
20. May 2, 2014, 6:24 p.m. email from Ms. Rosato-Taylor in reply to Ms. Edwards-Mailloux (#19) stating that she had sent an email to Mr. Swabey and Mr. Howat and adding "we are not cancelling (sic) I thought about there is no hate mongering this (sic) are world class speakers we have a right to hear them we rented the facility if those folks want to protest so be it."
21. May 2, 2014, 7:28 p.m. email from Ms. Tacon in reply to Mr. Howat (#18) saying "not sure - Andrea called to cancel so I am unclear why this is the case."
22. May 2, 2014, 7:42 p.m. email from Mr. Howat in reply to Ms. Tacon (#21), noting "weird."
23. May 2, 2014, 8:00 p.m. email from Ms. Tacon in reply to Mr. Howat (#22) stating Section 22 Ms. Tacon goes on to comment on what will happen with the deposit payment and adds "she canceled the event after Section 22 called me to say that had pulled sponsorship after Section 22 and I talked and decided. We were both misguided on the situation from the start."
24. Saturday, May 3, 2014, 9:19 a.m. email from Ms. Tacon to Mr. Howat forwarding emails between herself and Ms. Rosato-Taylor (#3-#12) and telling Mr. Howat that she is following up on the email thread that points to the VICC as at fault. Ms. Tacon states "(a)part from 2 calls I had with Andrea: (t)he first to indicate I was getting pushback – you can see herein where I requested her to call... (t)he second when she called to cancel at 4:30 pm yesterday." Ms. Tacon added "we did NOT make the decision to pull this event- Andrea did and Section 22."
25. May 3, 2014, 2:03 p.m. email from Mayor Ruttan in reply to Councillor Pattje (#15), with copies to Councillor Brennan and Mr. Howat, indicating that he was pleased with the fact that NDN had cancelled the event.
26. May 3, 2014, 4:40 p.m. email from Councillor Brennan in reply to Mayor Ruttan (#25), with copies to Councillor Pattje and Mr. Howat, commenting on the Mayor's perspective and also indicating pleasure at the cancellation.
27. May 5, 2014, 9:08 a.m. email from Ms. Edwards-Mailloux in reply to Ms. Rosato-Taylor's email (#20) saying "I will let Denise know... not in the office at the moment."
28. May 5, 2014, 10:51 a.m. email from Ms. Edwards-Mailloux to Ms. Tacon, forwarding emails between herself and Ms. Rosato-Taylor (#14, 16, 19, 20, 27).
29. Monday, May 5, 2014, 11:32 a.m. email from Mr. Howat to Mayor Ruttan and Councillors Pattje and Brennan, with a copy to Ms. Kemp, to inform the recipients that Mr. Howat appeared to have spoken too soon. Mr. Howat stated that he had now been advised

that the NDN was not cancelling the event. Mr. Howat also provided information that the CCCU had pulled their sponsorship.

30. May 5, 2014, 11:47 a.m. email from Ms. Rosato-Taylor to Ms. Tacon with a copy to Mr. Howat and Ms. Edwards-Mailloux to say that she was confused as she did not cancel the venue but instead was told by Ms. Tacon that it had to be cancelled due to concerns about the content of the event and calls from the Rainbow Coalition. Ms. Rosato-Taylor further advised that she did not think the VICC could cancel the event, that there were very strict guidelines for the speakers and the event was being simulcast around the world. She wondered if there was a policy and asked Ms. Tacon to call her.
31. May 5, 2014, 12:03 p.m. email from Ms. Tacon in reply to Ms. Rosato-Taylor (#30) stating that she had received a telephone call from Ms. Rosato-Taylor on Friday, May 2<sup>nd</sup> at 4:30 p.m. to say "I guess I'm calling to cancel." Ms. Tacon described the conversation from her point of view, including a comment on how the deposit would be treated. She further advised that the statement in Ms. Rosato-Taylor's email that "the VICC cannot cancel the event" was correct and that the cancellation occurred based on the telephone conversation.
32. May 5, 2014, 12:38 p.m. email from Ms. Rosato-Taylor to Ms. Tacon with a copy to Mr. Howat and Ms. Edwards-Mailloux to state that the NDN did not cancel but was told that as a result of the push back the VICC was getting, Ms. Tacon had told her she had to cancel the event. Ms. Rosato-Taylor described the conversation from her perspective, and added that she had sent an email to Mr. Howat and Mr. Swabey to express her thoughts about the cancellation and had not heard back from either of them with regard to concerns about the event.
33. May 5, 2014, 1:47 p.m. email from Mr. Howat to Mr. Swabey forwarding emails (#30, #31 & #32) between Ms. Tacon and Ms. Rosato-Taylor.
34. May 5, 2014, 1:48 p.m. email from Mr. Howat to Mr. Swabey, with a copy to Ms. Kemp, containing draft email to Mayor and Council (see content of #36).
35. May 5, 2014, 3:46 p.m. email from Mr. Howat to Councillor Pattje, with a copy to Ms. Kemp, providing a draft motion for Councillor Pattje's review and advising that this motion should be introduced as a late item in the open agenda.
36. May 5, 2014, 4:04 p.m. email from Ms. Kemp, on behalf of Mr. Swabey, to Mayor & Council, with copies to Mr. Howat, GM Community Services Tom Hickey, Legislative Services Manager Chris Jackson and IT & Legislative Services Director Guillermo Ferrero, providing background on the Leadercast event, including information about the stance of one of the speakers and one of the sponsors (Chick-Fil-A) on gays and lesbians. Mr. Swabey advised the email recipients that the NDN had booked the VICC for a Chick-Fil-A sponsored event the previous year but that NDN had cancelled that event after complaints from the community. Mayor & Council were also informed that the CCCU had pulled their sponsorship of the Leadercast event scheduled for May 9, 2014. Mr. Swabey commented that the views of the managers of the Port Theatre and the VICC were that the NDN had not provided all of the information about the event. He also informed Mayor & Council that there was conflicting information from the VICC and the NDN about the cancellation of the event, and concluding by stating that Ms. Tacon had advised that she did not feel comfortable cancelling the event "without City of Nanaimo direction/support." Mr. Swabey also provided information about the motion that Councillor Pattje would be making at the 7:00 meeting.

37. May 15, 2014, 3:38 p.m. email from Mr. Howat to Mr. Swabey, with a copy to Ms. Kemp, providing his file notes on the NDN-Leadercast issue (notes forwarded to legal counsel by Mr. Howat on May 27, 2014 at 10:28 a.m.). The file notes add to the above by:
- Providing information about a telephone call from Councillor Pattje to Mayor Ruttan and Mr. Howat on May 2, 2014, during which Councillor Pattje was said to have been upset about the Leadercast event and had relayed that the event was being corporately sponsored by Chick-Fil-A, and that one of the speakers was a doctor who was on record as stating that gays could be rehabilitated. According to the file notes, after the telephone conversation, Mayor Ruttan and Mr. Howat had a discussion during which Mr. Howat advised that he would look into the City's involvement and would give the CCCU a "heads-up" that this was becoming a controversy.
  - Noting that Mr. Howat had received an email from Councillor Brennan that forwarded the message from [Section 22](#).
  - Providing information about Mr. Howat's conversations with Bruce Halliday (Port Theatre), Ms. Tacon, Mr. Legin, and Mr. Swabey.
  - Noting that Mr. Howat had received an email from Ms. Rosato-Taylor that the NDN had decided not to cancel.
  - Reporting that Mr. Howat and Mr. Swabey had a conversation on the telephone with Ms. Rosato-Taylor, during which they had been informed that the NDN had only sold about 50 tickets and "were going to lose their shirts proceeding."
  - Providing information about a telephone conversation between Mr. Howat and Councillor Pattje wherein Councillor Pattje sought assistance with drafting a motion for the Council meeting.
38. The VICC also supplied documents to the City which were forwarded on to the City Solicitor (there were no papers received from the Port Theatre). The emails directly relating to the cancellation are included in the above-referenced chronology. For ease of reference, each set of documents has been given a letter number (see a-f below) and each group of papers within a set have been assigned an additional number. The documents may be summarized as follows (note: hand-written annotations on these documents were made by the VICC):
- a. Documents relating to the booking and cancellation of the 2013 Leadercast event. These documents include booking forms, cancellation documents and emails from March 22, 2013 through April 24, 2013 relating to the booking and subsequent cancellation.
  - b. Documents relating to the booking and cancellation of the 2014 Leadercast event. These documents include VICC sales policies and procedures, policy/forms on insurance and extraordinary damage for high risks events, quotes, booking and billing forms and receipts, marketing materials and computer print-outs of cancelled and archived events.
  - c. VICC copies of the May 2, 2014 email conversation between Ms. Tacon and Ms. Rosato-Taylor referenced in #3-#12 above and VICC copies of the May 5, 2014 email conversation between Ms. Tacon and Ms. Rosato-Taylor referenced in #30-#31 above.
  - d. Email exchange between Ms. Rosato-Taylor and VICC employees (April 22, 5:39 p.m.-May 6, 2014, 9:15 a.m.) relating to the event booking (i.e. refreshments, audio-visual), including one in which Ms. Rosato-Taylor indicates that ticket sales are slow, one in which she states that only about 45 tickets are sold so far, and one in which VICC suggests the event be moved to a smaller room, which would result in decreased room rental and audio-visual costs. This was agreed to by Ms. Rosato-Taylor.

- e. Post-cancellation email exchanges between Ms. Rosato-Taylor and VICC employees, and internal to VICC employees (May 6, 2014-May 14, 2014, with the final communication attaching forwarded messages dating back to April 22, 2014). These emails include an exchange between Ms. Rosato-Taylor and Ms. Tacon regarding the May 5, 2014 decision of the Committee of the Whole to not permit the Leadercast event to take place in a City owned facility. In her email, Ms. Rosato-Taylor asked if this was official notice of the cancellation, and Ms. Tacon replied that Ms. Rosato-Taylor had cancelled the event directly with her by phone on Friday, May 2<sup>nd</sup> at 4:30 p.m.
- f. May 23, 2014 document with the subject line “2014 Leadercast Event Timeline.” This document was signed by Ms. Tacon and notes that at the time of the event booking on March 21, 2014, Ms. Rosato-Taylor had indicated that the event did not have anything to do with the same event last year and that she had made sure there were no issues this time, and further that on April 29, 2014, Ms. Rosato-Taylor had showed signs of concern for “her numbers.” Ms. Tacon goes on to review the May 2, 2014 email thread between herself and Ms. Rosato-Taylor (#38c) and noted that Ms. Rosato-Taylor called her between 11:20 and 11:45 a.m. on May 2, 2014 to indicate she was getting “pushback from the municipality and the LBGT organization” and that Ms. Rosato-Taylor had called again at 4:30 p.m. on May 2, 2014 to cancel the event, having indicated that the sponsor had pulled out as well. According to Ms. Tacon’s notes, she replied to Ms. Rosato-Taylor that the deposit could be moved to another event at the option of NDN, and that Ms. Rosato-Taylor said she would get back to the VICC. Ms. Tacon’s notes further state that she informed John Shepherd to put through all cancellations as per Ms. Rosato-Taylor’s request, and she then commented on the actions she would have taken had the cancellation not occurred. The notes also quote from the May 5<sup>th</sup> and May 6<sup>th</sup> email exchanges (#38c and #38e).

The July 14, 2014 motion from Council simply asked for a chronology of events leading up to the Leadercast event cancellation; therefore, staff will leave it to Council members to draw their own conclusions from the aforementioned summary.

*Sections 14 and 22*

When making the decision to approve or reject the amended Notice of Motion, it is recommended that Council consider the following factors:

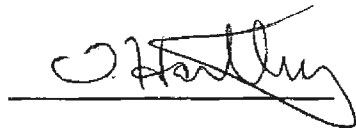
1. Time-lines – it is important that an independent, experienced investigator be appointed who is able to conduct the investigation in a cost-effective and timely manner. This requires at least a brief selection process, including a review of proposed fees, time-lines and consideration of references. It is assumed from the above chronology that there will be in the range of 10-15 witnesses and that each interview will average one hour in length. The documents in Attachment “B” will need to be reviewed (in addition to any others that may subsequently be provided), information will need to be summarized and analyzed, and report writing will be required. Staff estimates a time-frame of 1-3 months will likely be needed (i.e. September-November).
2. Costs – the hourly rate for an experienced investigator can vary widely, from about \$400-\$500/hour, or if a high profile investigator is retained, up to \$5000/day. Based on

the work to be done, it is assumed that 40-60 hours will be necessary. This means that the cost of the investigation could range from \$16,000-\$45,000 or more plus expenses.

3. Cooperation – while Council can direct the City Manager and staff to cooperate with the investigation and can request that staff seek the cooperation of the VICC operator and event sponsors, the investigator would not have the ability to compel witnesses. NDN and others may choose not to participate. The ability to investigate could also be hampered if a witness is unavailable due to medical leave, vacation, and so on.
4. Outcome of investigation – consideration should be given to whether an investigation is likely to add substantially to the chronology in this report. In addition, it is important to consider that the City may not have authority to respond meaningfully to any recommendations that involve persons other than City staff or Council members.

Given the extent of public interest in the Leadercast event cancellation, it is recommended that the Mayor be given the authority to “rise and report” to the public on the amended “In-Camera” motion, the result of the vote on the motion and any next steps. Recommended next steps, if the motion is passed, is for Council to direct staff to prepare a report in consultation with legal counsel that provides recommendations on the terms of reference for a Leadercast event investigation and at least three alternatives for independent, experienced investigators to conduct the investigation, including their proposed fees and timelines. If the motion is defeated, the recommended next steps are for Council to direct staff to release this report and its attachments following a review by the City’s Freedom of Information and Protection of Privacy (“FOIPPA”) Coordinator for compliance under FOIPPA and in accordance with Council’s policy for “In-Camera” release.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "T. Hartley", is written over a horizontal line.

Terry Hartley  
Director, HR & Organizational Planning

Drafted: July 31, 2014  
TH



# ATTACHMENT A

## RECOMMENDED AMENDMENT TO LEADERCAST EVENT MOTION

CITY OF NANAIMO

MOTION

WHEREAS the City of Nanaimo entered into a contract for services with Vancouver Island Conference Centre Management Company (“VICC Operator”) to operate the Vancouver Island Conference Centre (“VICC”) on behalf of the City of Nanaimo.

WHEREAS the VICC Operator entered into one or more contracts with the Nanaimo Daily News and Coast Capital Credit Union (“Event Sponsors”) for purposes of simulcasting the Leadercast conference on May 9, 2014 (“Leadercast Event”);

WHEREAS Councillor Pattje brought forward a motion to Council on May 5, 2014 to cancel the Leadercast Event (“Leadercast Motion”); and the Leadercast Event was cancelled by Council on May 5, 2014.

THEREFORE BE IT RESOLVED THAT:

Option #1:

1. Council strike a task force to conduct an investigation of the events leading up to the cancellation of the Leadercast on or before May 5, 2014 and report back to Council;
2. City Staff be directed to cooperate fully with the investigation by providing all relevant records; and
3. City Staff be directed to seek the cooperation of the VICC Operator and Event Sponsors in order to make a full accounting of the facts and where necessary seek consents to waive confidentiality arrangements.

Option #2:

1. Council appoint an independent investigator to conduct an investigation of the events leading up to the cancellation of the Leadercast on or before May 5, 2014 and report back to Council;
2. City Staff be directed to cooperate fully with the investigation by providing all relevant records on a confidential basis and support to the independent investigator;
3. City Staff be directed to seek the cooperation of the VICC Operator and Event Sponsors in order to make a full accounting of the facts and where necessary seek consents to waive confidentiality arrangements.
4. The independent investigator must demonstrate that he or she has no prior business dealings with the City of Nanaimo, City Staff, the VICC Operator, Council or the Event Sponsors; and
5. Any requests made by the independent investigator to City of Nanaimo under the Freedom of Information and Protection of Privacy Act (BC) and Freedom of Information and Protection of Privacy Bylaw be given top priority.

# ATTACHMENT B

1

**From:** Section 22  
**Sent:** Thursday, May 01, 2014 10:03 PM  
**To:** [Diane.Brennan@nanaimo.ca](mailto:Diane.Brennan@nanaimo.ca)  
**Subject:** A repeat of Chick-fil-A, AGAIN THIS YEAR?

Ms. Brennan,

As you will recall, around this time last year this "Leadercast" conference was cancelled due to the plan to hold it in the Conference Center, a taxpayer-funded, public owned facility of the City of Nanaimo. I had briefly seen an ad this year, but had the impression it was being held in a private facility this year. I don't know if I mis-read the ad, or the venue has been changed. Needless to say, I was shocked and dismayed to see it scheduled in the Conference Center once again! What has changed? If it was unsuitable last year, why is it okay this year? Has Chick-fil-A suddenly ceased being a homophobic company that has consistently funded anti-LGBT initiatives and candidates? I raise my same objections to this being held in a publicly-owned, taxpayer-funded facility. The city did the right thing last year in cancelling this conference. The presence of an event sponsored by this company in our normally LGBT-friendly and supportive city is hurtful and causes dismay in the LGBT citizens of this city and surrounding area.

in addition I believe the Port Theatre is also a publicly-owned and taxpayer-supported facility. So it is also inappropriate for them to be handling the ticket sales for this event.

I hope to hear from you soon in regards to this matter. Thank you for your attention.

Section 22

Vice-President

Vancouver Island Rainbow Association

>>>  
 >>> -----Original Message-----  
 >>> From: Section 22  
 >>> Sent: May-01-14 10:04 PM  
 >>> To: [dtacon@viconference.com](mailto:dtacon@viconference.com)  
 >>> Subject: Leader cast???????????????

>>> do you realize the main sponsor of this event is Chik Fil A. The  
 >>> owner of which is virulently anti gay, and the main speakers are  
 >>> reparative therapists, which is no longer allowed, and leader in  
 >>> churches that are anti gay? Obviously Desmond Tutu is not, but many  
 >>> of the others are. Do we really need this kind of thing in Nanaimo,  
 >>> in a tax payer supported building? It was cancelled last year due to  
 >>> the same reasons, and nothing has changed this year. How can you  
 >>> support hosting an event sponsored by bigots? We fought this last  
 >>> year, and it was cancelled, and we will fight it again. We will be  
 >>> calling the local news programs again, Section 22 was interviewed  
 >>> last  
 > year about this.  
 >>> Please reconsider hosting this event support your local LGBT  
 >>> community by sending a strong message by not allowing this to happen.

>>>  
 >>> Section 22  
 >>>  
 >>>  
 >  
 >

>> On 2014-05-02, at 9:45 AM, "Denise Tacon" <[dtacon@viconference.com](mailto:dtacon@viconference.com)>  
wrote:

>>

>>> Andrea,

>>>

>>> Could you please provide verification that this event is not  
>>> affiliated with Chik-Fil A before I respond? I will include you in  
>>> the response for contact should she have further questions if that  
>>> is

ok.

>>>

>>> Regards,

>>>

>>> Denise Tacon

>>> General Manager-Vancouver Island Conference Centre

>>> Office: 250-244-4065

>>> Cell: 250-668-8422

>>>

>>>

>>>

>>> -----Original Message-----

>>> From: *Section 22*

>>> Sent: May-01-14 10:04 PM

>>> To: [dtacon@viconference.com](mailto:dtacon@viconference.com)

>>> Subject: Leader cast???????????????

>>>

**From:** Section 22  
**Date:** May 2, 2014 at 10:21:46 AM PDT  
**To:** Fred Pattje <Fred.Pattje@nanaimo.ca>  
**Subject:** A repeat of Chick-fil-A, AGAIN THIS YEAR?

Hi Fred, this is what I sent to Diane. It appears the only difference between this time and last year is that he doesn't have a bunch of local sponsors listed other than Coast Realty. Let me know if I should try to contact someone in Coast Realty re their sponsorship. That URL is [www.leadercast.com](http://www.leadercast.com) and the sponsors are listed across the bottom of the front page. I will be around until 2 today. Section 22 I am going to the Transportation hearing

thing at 2:30, and we have a VIRA meeting at 7, but otherwise I'm available. Wish I had noticed this earlier to have more time to do something. Appreciate it!

Section 22

Section 22

**From:**

**Sent:** Thursday, May 01, 2014 10:03 PM

**To:** [Diane.Brennan@nanaimo.ca](mailto:Diane.Brennan@nanaimo.ca)

**Subject:** A repeat of Chick-fil-A, AGAIN THIS YEAR?

**From:** Fred Pattje  
**Sent:** Friday, May 02, 2014 11:06 AM  
**To:** Mayor John Ruttan  
**Cc:** Ian Howat  
**Subject:** Fwd: A repeat of Chick-fil-A, AGAIN THIS YEAR?

FYI with correction, which should read Coastal Community rather than Coast Realty

Fred

Sent from my iPad

Begin forwarded message:

**From:** Section 22  
**Date:** May 2, 2014 at 10:21:46 AM PDT  
**To:** Fred Pattje <[Fred.Pattje@nanaimo.ca](mailto:Fred.Pattje@nanaimo.ca)>  
**Subject:** A repeat of Chick-fil-A, AGAIN THIS YEAR?



>>  
>> -----Original Message-----  
>> From: Rosato-Taylor, Andrea (NANAIMO)  
>> [<mailto:arosato-taylor@nanaimodailynews.com>]  
>> Sent: May-02-14 11:20 AM  
>> To: Denise Tacon  
>> Subject: Re: Leader cast??????????????

>>  
>> Thank you so much again they are not a sponsor of this event and that  
>> is why their name does not appear on any marketing materials as they  
>> are not associated with this event

>>  
>> Desmond

>> Simon  
>> Laura schrop  
>> Malcolm glad well  
>>  
>> And others have no santo gay agenda  
>>  
>> Sent from my iPhone  
>>  
>> On 2014-05-02, at 9:45 AM, "Denise Tacon" <[dtacon@viconference.com](mailto:dtacon@viconference.com)>  
wrote:  
>>  
>>> Andrea,  
>>>

**From:** Ian Howat  
**Sent:** Friday, May 02, 2014 11:29 AM  
**To:** Fred Pattje; Mayor John Ruttan; Diane Brennan  
**Cc:** Jan Kemp  
**Subject:** RE: A repeat of Chick-fil-A, AGAIN THIS YEAR?

Fred, Mayor Ruttan and Diane,

I have spoken with the President of the Coastal Community Credit Union. He is very disturbed by the news and has included his other senior management in the discussion. I don't know what their next course of action is yet, but they will advise me. I have also spoken with Bruce Halliday.

Bruce only recently became aware of the Leadercast connection. The Daily News left that information out during the booking process. Bruce talked to the NDN about it and [Section 22](#). I have connected the Credit Union staff with Bruce.

If I recall, last time this happened it was the activism of the gay community that ultimately put pressure on the Daily News to cancel or conversely put sufficient pressure on the event to negatively impact ticket sales which cancelled the event. I would encourage you to speak to your contacts about how they achieved success last year.

Regards  
Ian

**From:** Fred Pattje  
**Sent:** Friday, May 02, 2014 11:06 AM  
**To:** Mayor John Ruttan  
**Cc:** Ian Howat  
**Subject:** Fwd: A repeat of Chick-fil-A, AGAIN THIS YEAR?

>  
> On 2014-05-02, at 11:45 AM, "Denise Tacon" <[dtacon@viconference.com](mailto:dtacon@viconference.com)>  
wrote:  
>  
>> Andrea,  
>>  
>> I have a problem- you need to call me as soon as possible  
>>  
>> Denise Tacon  
>> General Manager-Vancouver Island Conference Centre  
>> Office: 250-244-4065  
>> Cell: 250-668-8422  
>>  
>>  
>> -----Original Message-----  
>> From: Rosato-Taylor, Andrea (NANAIMO)  
>> [<mailto:arosato-taylor@nanaimodailynews.com>]  
>> Sent: May-02-14 11:20 AM  
>> To: Denise Tacon  
>> Subject: Re: Leader cast?????????????  
>>

<  
>  
>  
> -----Original Message-----  
> From: Rosato-Taylor, Andrea (NANAIMO)  
> [<mailto:arosato-taylor@nanaimodailynews.com>]  
> Sent: May-02-14 12:52 PM  
> To: Denise Tacon  
> Subject: Re: Leader cast?????????????  
>  
> We have a call with coastal  
>  
> Sent from my iPhone  
>  
> On 2014-05-02, at 11:45 AM, "Denise Tacon" <[dtacon@viconference.com](mailto:dtacon@viconference.com)>  
wrote:  
>  
>> Andrea,  
>>

On 2014-05-02, at 1:55 PM, "Denise Tacon" <[dtacon@viconference.com](mailto:dtacon@viconference.com)> wrote:

> What do you mean...

>

> As well I have just been on the phone- calls from the Vancouver Island

> Rainbow Association.....

>

> Denise Tacon

> General Manager-Vancouver Island Conference Centre

> Office: 250-244-4065

> Cell: 250-668-8422

>

>

>

> -----Original Message-----

> From: Rosato-Taylor, Andrea (NANAIMO)

> [<mailto:arosato-taylor@nanaimodailynews.com>]

> Sent: May-02-14 12:52 PM

> To: Denise Tacon

> Subject: Re: Leader cast??????????????

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

From: Rosato-Taylor, Andrea (NANAIMO)

[mailto:[arosato-taylor@nanaimodailynews.com](mailto:arosato-taylor@nanaimodailynews.com)]

Sent: May-02-14 1:59 PM

To: Denise Tacon

Subject: Re: Leader cast?????????????

We are talking to coastal community the sponsor

We will get back to you shortly

Sent from my iPhone

On 2014-05-02, at 1:55 PM, "Denise Tacon" <[dtaconf@viconference.com](mailto:dtaconf@viconference.com)> wrote:



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

From: Denise Tacon [<mailto:dtacon@viconference.com>]  
Sent: May-02-14 2:00 PM  
To: 'Rosato-Taylor, Andrea (NANAIMO)'  
Subject: RE: Leader cast??????????????

Yes I have been informed that the Vancouver Island Rainbow Association is having a board meeting tonight.... fyi

Denise Tacon  
General Manager-Vancouver Island Conference Centre  
Office: 250-244-4065  
Cell: 250-668-8422

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

From: Rosato-Taylor, Andrea (NANAIMO)  
[<mailto:arosato-taylor@nanaimodailynews.com>]  
Sent: May-02-14 1:59 PM  
To: Denise Tacon  
Subject: Re: Leader cast??????????????

**From:** Ian Howat  
**Sent:** Friday, May 02, 2014 4:32 PM  
**To:** Mayor John Ruffan; Fred Pattje; Diane Brennan  
**Subject:** Leadercast

Hi folks

I've just been advised the the Nanaimo daily news has cancelled the event.

Have a good weekend.  
Ian

Sent from my iPhone

**From:** Eiverna Edwards-Mailloux [<mailto:emailloux@viconference.com>]

**Sent:** Friday, May 02, 2014 4:37 PM

**To:** Rosato-Taylor, Andrea (NANAIMO)

**Subject:** Cancellation of the Leadership Event

Hello Andrea:

I understand that the Leadership event you were planning has been cancelled.

As you paid the deposit for this event, the accounting department will hold that amount for a 12 month period as a credit for the Nanaimo Daily News to use for another event. Please contact me if you have any questions. I will copy our accounting department on this email.

Regards,  
Eiverna

<image002.gif>

**From:** Fred Patje  
**Sent:** Friday, May 02, 2014 4:44 PM  
**To:** Mayor John Ruttan; Diane Brennan  
**Cc:** Ian Howat  
**Subject:** Leadercast

Hi,

Have just been advised that the Nanaimo Daily News has pulled this event.

Thank you all for your speedy assistance!

Fred

Sent from my iPad

**From:** Rosato-Taylor, Andrea (NANAIMO)  
**Sent:** Friday, May 2, 2014 5:06 PM  
**To:** Elvira Edwards-Mailloux  
**Subject:** RE: Cancellation of the Leadership Event

Ok and what was the deposit amount.

Thanks

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**

Oceanside Star  
250-728-4248

Check us out online!  
<image001.jpg>

*Innovation: The best way to predict the future is to create it.*

---

**From:** Elverna Edwards-Mailloux [<mailto:eemailloux@vconference.com>]  
**Sent:** Friday, May 02, 2014 4:37 PM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Subject:** Cancellation of the Leadership Event

>>>  
>>> From: "Rosato-Taylor, Andrea (NANAIMO)"  
>>> <arosato-taylor@nanaimodailynews.com<mailto:arosato-taylor@nanaimoda  
>>> ilynews.com>>  
>>> Date: May 2, 2014 at 6:04:14 PM PDT  
>>> To: Ted Swabey <Ted.Swabey@nanaimo.ca<mailto:Ted.Swabey@nanaimo.ca>  
>>> Cc: Hugh Nicholson  
>>> <hnicholson@GlacierMedia.Ca<mailto:hnicholson@GlacierMedia.Ca>>, Ian  
>>> Howat <Ian.Howat@nanaimo.ca<mailto:Ian.Howat@nanaimo.ca>>  
>>> Subject: conference centre

>>>  
>>> Hello Ted,

>>> I am hoping you can help me ---- we have paid quite a bit of money to bring speakers like Desmond Tutu, Simon Sinek, Malcolm Gladwell, etc. to the conference centre.

>>> The conference centre - called me and said they need to cancel our event because they are concerned that the Rainbow Collation - thinks our speaker event is anti-gay.

>>>  
 >>> This caliber of speakers would not risk their brand and their messaging to speak out against any single group.  
 >>>  
 >>> I am wondering when as a society; we became so one sided and allow any single group to take the rights away from other individuals to hear some very impressive speakers.  
 >>>  
 >>> When will we have this opportunity again to hear the likes of Desmond Tutu etc?  
 >>>  
 >>> We have the students from Leadership Vancouver Island -who we gave tickets to at no charge as well as many other individuals who were looking forward to this day.  
 >>>  
 >>> The Nanaimo Daily News has paid full rate to rent the facility.  
 >>>  
 >>> I guess my question is - if you had a conference of delegates from the keystone pipeline would you cancel because some people would protest.  
 >>> What if there was an Islamic conference What if there was a Bnai  
 >>> Brith conference What if there was a conference of vegetarians What  
 >>> if someone wanted on outdoor show and featured guns  
 >>>  
 >>> I thought the conference centre was in the business of renting space to people not in a place to judge and decide who is "fit" to hold a conference in this city.  
 >>>  
 >>> We paid the rate -there is no hate mongering -- this is a conference of "world renown people" who have always fought for good and to prevent the people of Nanaimo from hearing what these people have to offer is short-sided and a loss to the people of the city.  
 >>>  
 >>> PS - We are tax payers too.  
 >>>  
 >>> Please advice ----- our event is on Friday May 9  
 >>>  
 >>>  
 >>>  
 >>>  
 >>> Andrea Rosato-Taylor  
 >>> Sales Manager  
 >>> Nanaimo Daily News  
 >>> Harbour City Star  
 >>> Oceanside Star  
 >>> 250-729-4248  
 >>> Check us out online!  
 >>> [cid:image001.jpg@01CF6630.ED5FDDE0]<<http://www2.canada.com/nanaimodailynews/index.html>>  
 >>>  
 >>> Innovation: The best way to predict the future is to create it.  
 >>



>>  
>>> On May 2, 2014, at 6:06 PM, Ian Howat <[Ian.Howat@nanaimo.ca](mailto:Ian.Howat@nanaimo.ca)> wrote:  
>>>  
>>> What is going on?  
>>>  
>>> Sent from my iPhone  
>>>  
>>> Begin forwarded message:  
>>>  
>>> From: "Rosato-Taylor, Andrea (NANAIMO)"  
>>> <[arosato-taylor@nanaimodailynews.com](mailto:arosato-taylor@nanaimodailynews.com)<<mailto:arosato-taylor@nanaimodailynews.com>>>  
>>> <[arosato-taylor@nanaimodailynews.com](mailto:arosato-taylor@nanaimodailynews.com)>>  
>>> Date: May 2, 2014 at 6:04:14 PM PDT  
>>> To: Ted Swabey <[Ted.Swabey@nanaimo.ca](mailto:Ted.Swabey@nanaimo.ca)<<mailto:Ted.Swabey@nanaimo.ca>>>  
>>> Cc: Hugh Nicholson  
>>> <[hnicholson@GlacierMedia.Ca](mailto:hnicholson@GlacierMedia.Ca)<<mailto:hnicholson@GlacierMedia.Ca>>>, Ian  
>>> Howat <[Ian.Howat@nanaimo.ca](mailto:Ian.Howat@nanaimo.ca)<<mailto:Ian.Howat@nanaimo.ca>>>  
>>> Subject: conference centre  
>>>

On 2014-05-02, at 6:10 PM, "[eemailloux@viconference.com](mailto:eemailloux@viconference.com)" <[eemailloux@viconference.com](mailto:eemailloux@viconference.com)> wrote:

I am **Section 22** but I think it was 1050.00

Sent from my BlackBerry 10 smartphone on the Bell network.

**From:** Rosato-Taylor, Andrea (NANAIMO)  
**Sent:** Friday, May 2, 2014 5:06 PM  
**To:** Elverna Edwards-Mailloux  
**Subject:** RE: Cancellation of the Leadership Event

**From:** Rosato-Taylor, Andrea (NANAIMO)  
**Sent:** Friday, May 2, 2014 6:24 PM  
**To:** [semailloux@viconference.com](mailto:semailloux@viconference.com)  
**Subject:** Re: Cancellation of the Leadership Event

Ok I just sent an email to Ted swabsy and Ian we are not cancelling I thought about there is no hate mongering this are world class speakers we have a right to hear them we rented the facility if those folks want to protest so be it

Sent from my iPhone

On 2014-05-02, at 6:10 PM, "[semailloux@viconference.com](mailto:semailloux@viconference.com)" <[semailloux@viconference.com](mailto:semailloux@viconference.com)> wrote:

>  
>> On May 2, 2014, at 7:28 PM, "Denise Taton" <[dtaton@viconference.com](mailto:dtaton@viconference.com)> wrote:  
>>  
>> Not sure  
>> Andrea called to cancel so I am unclear why this is the case  
>>  
>>  
>> Sent from my iPhone  
>>  
>>> On May 2, 2014, at 6:06 PM, Ian Howat <[Ian.Howat@nanaimo.ca](mailto:Ian.Howat@nanaimo.ca)> wrote:  
>>>

> On May 2, 2014, at 7:42 PM, Ian Howat <[Ian.Howat@nanaimo.ca](mailto:Ian.Howat@nanaimo.ca)> wrote:

>  
> Weird.

>  
> Sent from my iPhone

>  
>> On May 2, 2014, at 7:28 PM, "Denise Tacon" <[dtacon@viconference.com](mailto:dtacon@viconference.com)> wrote:

**From:** Denise Tacon [dtacon@viconference.com]  
**Sent:** Friday, May 02, 2014 8:00 PM  
**To:** Ian Howat  
**Subject:** Re: conference centre

Section 22

She has paid \$1070 deposit on a \$400 room rental which I have honoured her to have filed on credit for another event.

And she canceled the event after Allison called me to say they had pulled sponsorship after Adrian and I talked and decided. We were both misguided on the situation from the start.

Keep me posted if something else occurs

Thanks Ian

Sent from my iPhone

> On May 2, 2014, at 7:42 PM, Ian Howat <[Ian.Howat@nanaimo.ca](mailto:Ian.Howat@nanaimo.ca)> wrote:

>

**From:** Denise Tacon [dtacon@viconference.com]  
**Sent:** Saturday, May 03, 2014 9:19 AM  
**To:** Ian Howat  
**Subject:** FW: Leader cast???????????????

Hi Ian,

I'm just following up with yesterdays email thread that points to the VICC as at fault.

Apart from 2 calls I had with Andrea: The first to indicate I was getting pushback - you can see herein where I requested her to call

The second when she called to cancel at 4:30pm yesterday.

Here is a thread of our remaining conversation- by email -as she was Section 22

We did NOT make the decision to pull this event- Andrea did and I am Section 22

Regards,

Denise Tacon  
General Manager-Vancouver Island Conference Centre  
Office: 250-244-4065  
Cell: 250-668-8422

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

**From:** Denise Tacon [mailto:dtacon@viconference.com]  
**Sent:** May-02-14 2:00 PM  
**To:** 'Rosato-Taylor, Andrea (NANAIMO)'  
**Subject:** RE: Leader cast???????????????

**From:** Mayor John Ruttan  
**Sent:** Saturday, May 03, 2014 2:03 PM  
**To:** Fred Pattje  
**Cc:** Diane Brennan; Ian Howat  
**Subject:** Re: Leadercast

Hi Fred,

Great news. [Section 22](#)

John Ruttan

Sent from my iPhone

On 2014-05-02, at 4:43 PM, "Fred Pattje" <[Fred.Pattje@nanaimo.ca](mailto:Fred.Pattje@nanaimo.ca)> wrote:



**From:** Diane Brennan  
**Sent:** Saturday, May 03, 2014 4:40 PM  
**To:** Mayor John Ruttan  
**Cc:** Fred Pattje; Ian Howat  
**Subject:** Re: Leadercast

**Section 22**

Sent from my iPad

> On May 3, 2014, at 2:02 PM, "Mayor John Ruttan" <[John.Ruttan@nanaimo.ca](mailto:John.Ruttan@nanaimo.ca)> wrote:  
>

On 2014-05-06, at 9:08 AM, "[emailloox@viconference.com](mailto:emailloox@viconference.com)" <[emailloox@viconference.com](mailto:emailloox@viconference.com)> wrote:

I will let Denise know...not in the office at the moment.

Sent from my BlackBerry 10 smartphone on the Bell network

**From:** Rosato-Taylor, Andrea (NANAIMO)

**Sent:** Friday, May 2, 2014 6:24 PM

**To:** [emailloox@viconference.com](mailto:emailloox@viconference.com)

**Subject:** Re: Cancellation of the Leadership Event

**From:** Elvina Edwards-Mailloux [mailto:[eemailloux@viconference.com](mailto:eemailloux@viconference.com)]  
**Sent:** May-05-14 10:51 AM  
**To:** 'Denise Tacon'  
**Subject:** FW: Cancellation of the Leadership Event

Sent from my iPhone

On 2014-05-06, at 9:08 AM, "[eemailloux@viconference.com](mailto:eemailloux@viconference.com)" <[eemailloux@viconference.com](mailto:eemailloux@viconference.com)> wrote:

From: Ian Howat  
Sent: Monday, May 05, 2014 11:32 AM  
To: Fred Pattje; Mayor John Ruttan; Diane Brennan  
Cc: Jan Kemp  
Subject: RE: Leadercast

Hi Folks,

It looks like I spoke too soon. I have now been advised that the NDN has done an about face and are not cancelling the event. Coastal Community Credit Union has pulled their sponsorship.

Regards  
Ian

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

From: Fred Pattje  
Sent: Friday, May 02, 2014 4:44 PM  
To: Mayor John Ruttan; Diane Brennan  
Cc: Ian Howat  
Subject: Leadercast

**From:** Rosato-Taylor, Andrea (NANAIMO) [<mailto:arosato-taylor@nanaimodailynews.com>]  
**Sent:** May-05-14 11:47 AM  
**To:** Denise Tacon  
**Cc:** Ian Howat; Elverna Edwards-Mailloux  
**Subject:** cancelation of VICC

I am a bit confused I did not cancel the venue --- I was told that it had to be canceled by you -- as there were concerns about the content of the event and the Rainbow Coalition had called regarding the VICC holding this event.

As I thought of it -- it occurred to me that the Conference Centre couldn't cancel this event as we are doing nothing illegal and in fact there is no discriminatory conversation that is going to take place or any type of hate mongering. It is all conjecture as to what people think might be the topics.

These speakers are paid \$60,000-\$100,000 dollars and are given very strict guidelines regarding their topics if they vary from this they will not be paid by Leadercast.

In addition this event is simulcast around the world to 800 cities including Victoria and Vancouver -- and they have had "0" issues.

Unless there is a policy that I do not understand ---- please call me

Thanks

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

Check us out online!

**Nanaimo Daily News**

*Innovation: The best way to predict the future is to create it.*

**From:** Denise Tacon [<mailto:dtacon@viconference.com>]  
**Sent:** Monday, May 05, 2014 12:03 PM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Cc:** 'Ian Howat'; 'Elverna Edwards-Mailoux'  
**Subject:** RE: cancelation of VICC

Hello Andrea,

With all due respect on Friday May 2<sup>nd</sup> at 4:30pm I received a call from you saying "I guess I'm calling to cancel".

I was consoling, we discussed it, the deposit, and the application of these funds to an alternate date/event because normally when groups cancel in such short notice we would apply cancellation fees at full charge.

Your statement herein in paragraph two is correct- "the VICC cannot cancel the event" thus we canceled based on your discourse. I can only confirm to you the push-back we were having, to which all of my correspondence on Friday speaks to.

I have included Elverna's professional email for future reference. ([elmailoux@viconference.com](mailto:elmailoux@viconference.com))

Regards,

Denise Tacon  
General Manager-Vancouver Island Conference Centre  
Office: 250-244-4065  
Cell: 250-668-8422



---

**From:** Rosato-Taylor, Andrea (NANAIMO) [<mailto:arosato-taylor@nanaimodailynews.com>]  
**Sent:** May-05-14 11:47 AM  
**To:** Denise Tacon  
**Cc:** Ian Howat; Elverna Edwards-Mailoux  
**Subject:** cancelation of VICC

**From:** "Rosato-Taylor, Andrea (NANAIMO)" <[arosato-taylor@nanaimodailynews.com](mailto:arosato-taylor@nanaimodailynews.com)>  
**Date:** May 5, 2014 at 12:38:38 PM PDT  
**To:** Denise Tacon <[dracon@viconference.com](mailto:dracon@viconference.com)>  
**Cc:** Ian Howat <[Ian.Howat@nanaimo.ca](mailto:Ian.Howat@nanaimo.ca)>, "[cemailloux@viconference.com](mailto:cemailloux@viconference.com)" <[cemailloux@viconference.com](mailto:cemailloux@viconference.com)>  
**Subject:** RE: cancelation of VICC

I am sorry I did not cancel but was told considering all the push back that you were getting that you needed to cancel the event — I said at that time I was going to talk to Ian and Ted about it as I did not think that it should be canceled. — You said I certainly could talk to them about the decision — I sent an email regarding my thoughts of cancelation — I have not heard back from either of them at this point with regards to any concerns about this event.

Tickets are on sale  
Ads are in the paper without our sponsor —  
We have invested money into this event  
We have folks who have bought tickets and want to hear the speakers.

Note: there is no issue in Victoria or Vancouver regarding this event.

Thank you

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

Check us out online!

**Nanaimo Daily News**

*Innovation: The best way to predict the future is to create it.*



**From:** Ian Howat  
**Sent:** Monday, May 05, 2014 1:47 PM  
**To:** Ted Swabey  
**Subject:** Fwd: cancelation of VICC

Sent from my iPhone

Begin forwarded message:

**From:** "Rosato-Taylor, Andrea (NANAIMO)" <[arosato-taylor@nanaimodailynews.com](mailto:arosato-taylor@nanaimodailynews.com)>  
**Date:** May 5, 2014 at 12:38:38 PM PDT  
**To:** Denise Tacon <[dtacon@viconference.com](mailto:dtacon@viconference.com)>  
**Cc:** Ian Howat <[Ian.Howat@nanaimo.ca](mailto:Ian.Howat@nanaimo.ca)>, "[emailloux@viconference.com](mailto:emailloux@viconference.com)" <[emailloux@viconference.com](mailto:emailloux@viconference.com)>  
**Subject:** RE: cancelation of VICC

**From:** Ian Howat  
**Sent:** Monday, May 05, 2014 1:48 PM  
**To:** Ted Swabey  
**Cc:** Jan Kemp  
**Subject:** Nanaimo Daily News Leadercast Event May 9th

Mayor and Council

On Friday, the City, the Port theatre, and the VICC were advised that this event (Leadercast) is sponsored by Chick-Fil -A, an organization that has spoken openly against gays and lesbians. We were also advised, and this was confirmed by Denise Tacon, that one of the speakers, Dr. Cloud, promotes the "rehabilitation" of gays. The Vancouver Island Rainbow Association, an organization that represents the gay and lesbian community on the island are extremely upset that this event is being held in a publically funded facility. The Coastal Community Credit Union has since pulled their sponsorship. Approximately 1 year ago, the NDN booked a Chick-Fil-A sponsored event and subsequently cancelled it after complaints from the community.

The event is scheduled to be at the VICC on May 9th. The Port Theatre ticket office is selling tickets. Both managers of both facilities feel that the NDN were not forthright in who was behind the event and the background of some of the speakers.

At 4:30 on Friday, the VICC reported that the Nanaimo Daily News was cancelling the event. At 6:30 pm, City staff and the VICC were advised that the NDN was not cancelling the event. This morning the NDN confirmed that they have no intention of cancelling this event. Denise has advised that she is not comfortable cancelling this event without City of Nanaimo direction. (support)

Ian Howat  
General Manager, Corporate Services  
City of Nanaimo  
[ian.howat@nanaimo.ca](mailto:ian.howat@nanaimo.ca)  
Direct line: 755-4502  
Cell phone: 616-2268

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**From:** Ian Howat  
**Sent:** Monday, May 05, 2014 3:46 PM  
**To:** Fred Patije  
**Cc:** Jan Kemp  
**Subject:** Open Council meeting - Motion for Leadercast  
  
**Importance:** High

Hi Fred,

Does this meet your needs? It should be introduced as a late item in the open agenda.

"That the City advise the VICC that as owners of the facility, any events that are associated with organizations or people that promote hate, or that portray gays or lesbians as anything less than equal human beings and as such advise the VICC to not permit the upcoming Leadercast event to occur in a City owned facility."

Ian Howat  
General Manager, Corporate Services  
City of Nanaimo  
[ian.howat@nanaimo.ca](mailto:ian.howat@nanaimo.ca)  
Direct line: 755-4502  
Cell phone: 616-2268

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**From:** Jan Kemp **On Behalf Of** Ted Swabey  
**Sent:** Monday, May 05, 2014 4:04 PM  
**To:** Mayor&Council  
**Cc:** Ian Howat; Tom Hickey; Jan Kemp; Chris Jackson; Guillermo Ferrero  
**Subject:** Nanaimo Daily News Leadercast Event - May 9th

Mayor and Council,

Last Friday the City, the Port Theatre, and the VICC were advised that the above-noted event (Leadercast) is sponsored by Chick-Fil-A, an organization that has spoken openly against gays and lesbians. The City was also advised, and this was confirmed by Denise Tacon, that one of the speakers, Dr. Cloud, promotes the "rehabilitation" of gays. The Vancouver Island Rainbow Association, an organization that represents the gay and lesbian community on the Island are extremely upset that this event is being held in a publically funded facility. The Coastal Community Credit Union has since pulled their sponsorship. Approximately one year ago, the *Nanaimo Daily News* booked a Chick-Fil-A sponsored event and subsequently cancelled it after complaints from the community.

The event is scheduled to be held at the VICC on May 9th. The Port Theatre ticket office is selling tickets. Both managers of both facilities feel that the *Nanaimo Daily News* were not forthright in who was behind the event and the background of some of the speakers.

At 4:30 on Friday, the VICC reported that the *Nanaimo Daily News* was cancelling the event. At 6:30 pm, City staff and the VICC were advised that the *Nanaimo Daily News* was not cancelling the event. This morning the *Nanaimo Daily News* confirmed that they have no intention of cancelling this event. Denise Tacon has advised that she is not comfortable cancelling this event without City of Nanaimo direction/support.

Councillor Pattje will make the following motion at tonight's open meeting:

**"That the City advise the VICC that as owners of the facility, any events that are associated with organizations or people that promote divisiveness, homophobia, or other expressions of hate, and as such advise the VICC to not permit the upcoming Leadercast event to occur in a City owned facility."**

If you have any comments or questions, please do not hesitate to contact me.

---

Ted Swabey, City Manager

250-755-4401 (phone); 250-755-4436 (fax)  
Visit the City's website at: [www.nanaimo.ca](http://www.nanaimo.ca)

This communication contains information that is being sent in confidence. Section 117 of the *Community Charter* requires Council members keep in confidence any municipal records held in confidence until a release to the public is authorized or required.

**From:** Jan Kemp  
**Sent:** Tuesday, July 22, 2014 10:04 AM  
**To:** Terry Hartley  
**Subject:** FW: NDN -Leadercast Notes to file  
**Attachments:** RE: A repeat of Chick-fil-A, AGAIN THIS YEAR?; Leadercast; RE: Leadercast; Nanaimo Daily News Leadercast Event May 9th; Open Council meeting - Motion for Leadercast ; Fwd: cancelation of VICC; Re: Leadercast; Re: Leadercast; Leadercast; Re: conference centre; Re: conference centre; FW: Leader cast??????????????

Here you go.

**From:** Ian Howat  
**Sent:** Tuesday, May 27, 2014 10:28 AM  
**To:** [manhas@younganderson.ca](mailto:manhas@younganderson.ca)  
**Cc:** Jan Kemp  
**Subject:** FW: NDN -Leadercast Notes to file

**Section 14**

Regards  
Ian

**From:** Ian Howat  
**Sent:** Thursday, May 15, 2014 3:38 PM  
**To:** Ted Swabey  
**Cc:** Jan Kemp; Jan Kemp  
**Subject:** NDN -Leadercast Notes to file

- The morning of May 2 the Mayor and I took a call from Councillor Pattje who was upset about the above titled event being hosted in the VICC. He advised that Leadercast is corporately sponsored by Chick-Fil-A and that one of the speakers was a Doctor who was on record of espousing that gays could be rehabilitated.
- I also received an email from Councillor Brennan that was a forwarded message from the Rainbow Association of Vancouver Island, who were also upset that this event was being held in a tax payer funded facility and also noted that the Coastal Community Credit Union was a major sponsor.
- Following brief discussion with the Mayor, I advised I would look into our involvement and give the coastal Community Credit Union a "heads-up" that this is becoming a controversy.
- I spoke with Bruce Halliday and Denise Tacon to get their take on the situation. Both expressed frustration in dealing with the NDN and that they were not forthright when planning this event. Emails recounting my conversation is attached.
- I spoke with Adrian Legin from the CCCU and advised him that this event is becoming a controversy with the gay and lesbian community. I was advised later that they were subsequently contacted by the Rainbow Association of VI, and later cancelled their sponsorship.
- A the end of the day on Friday May 2nd I was advised by Denise Tacon at approximately 4:30 pm that the NDN has cancelled the event.

- At approximately 6:30 pm I received a contradictory email from Andrea that they decided not to cancel. This confusion needed to be clarified on Monday.
- Briefed Ted Monday morning.
- Reviewed several emails (attached)
- Denise advised she wanted City direction.
- Ted and I had a conversation on the phone with Andrea. During the discussion she advised they had only sold about 50 tickets and were going to lose their shirts proceeding.
- Fred Pattje called me during the conference call with Andrea and wanted me to take the call. He was upset and wanted assistance with drafting a motion for tonight's meeting. (emails attached.)

Ian Howat  
General Manager, Corporate Services  
City of Nanaimo  
[ian.howat@nanaimo.ca](mailto:ian.howat@nanaimo.ca)  
Direct line: 755-4502  
Cell phone: 616-2268

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**Cameron Strachan**

---

**From:** Rosato-Taylor, Andrea (NANAIMO) [arosato-taylor@nanaimodailynews.com]  
**Sent:** Tuesday, March 26, 2013 4:16 PM  
**To:** Cameron Strachan  
**Subject:** RE: Cost Summary

2 questions:

Is the second attachment on top of the \$17,000?

I decided to go back to a bag lunch and can you tell me what is in the bag lunch?

Still not sure on the popcorn

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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---

**From:** Cameron Strachan [mailto:cstrachan@viconference.com]  
**Sent:** Tuesday, March 26, 2013 2:58 PM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Subject:** RE: Cost Summary

Hi Andrea,

Please see both a updated Cost Summary as well as the updated Audio Visual Quote attached.

If you have any questions let me know at any time.

Sincerely,



**Cameron Strachan**  
Event Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4061  
Fax: (250) 244-4055  
E-Mail: cstrachan@viconference.com



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---

**From:** Rosato-Taylor, Andrea (NANAIMO) [mailto:arosato-taylor@nanaimodailynews.com]  
**Sent:** Friday, March 22, 2013 5:22 PM  
**To:** Cameron Strachan  
**Cc:** Section 22  
**Subject:** RE: Cost Summary

Thanks

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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**From:** Cameron Strachan [mailto:cstrachan@viconference.com]  
**Sent:** Friday, March 22, 2013 4:46 PM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Cc:** Section 22  
**Subject:** Cost Summary

Good afternoon Andrea,

I wanted to follow-up on our conversation earlier.

I will re-send you the Cost Summary including a buffet lunch with a popcorn & drink snack in the afternoon, along with an updated cost for the audio visual equipment. This will then give you a total per person cost for the entire event.

I am out of the office on Monday, so I will get this to you first thing Tuesday morning.

**Cameron Strachan**

**From:** Rosato-Taylor, Andrea (NANAIMO) [arosato-taylor@nanaimodailynews.com]  
**Sent:** Monday, April 08, 2013 12:21 PM  
**To:** Elverna Edwards-Mailloux  
**Cc:** Cameron Strachan  
**Subject:** RE: booking

I am offering bag lunches to be picked up at the Museum

I just could not make the numbers work to add cost of lunch on top

I am hoping this program sells but my costs are not cheap

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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**From:** Elverna Edwards-Mailloux [mailto:eemailloux@viconference.com]  
**Sent:** Monday, April 08, 2013 12:14 PM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Subject:** RE: booking

Also, I know Cameron is looking after your event and I understood you weren't offering lunch for the May 8<sup>th</sup> event. The full page ad in your paper today says lunch is included...perhaps let Cameron know if lunch is being offered.

---

**From:** Rosato-Taylor, Andrea (NANAIMO) [mailto:arosato-taylor@nanaimodailynews.com]  
**Sent:** Monday, April 08, 2013 11:23 AM  
**To:** Elverna Edwards-Mailloux  
**Subject:** RE: booking

Section 22

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**

Oceanside Star  
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38

(a) (2)

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**From:** Elverna Edwards-Mailloux [<mailto:eemailloux@viconference.com>]  
**Sent:** Monday, April 08, 2013 11:20 AM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Subject:** RE: booking

Section 22 & Unrelated Information

---

**From:** Rosato-Taylor, Andrea (NANAIMO) [<mailto:arosato-taylor@nanaimodailynews.com>]  
**Sent:** Monday, April 08, 2013 11:15 AM  
**To:** Elverna Edwards-Mailloux  
**Subject:** RE: booking

Section 22 & Unrelated Information

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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[Nanaimo Daily News](#)

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---

**From:** Elverna Edwards-Mailloux [<mailto:eemailloux@viconference.com>]  
**Sent:** Monday, April 08, 2013 11:05 AM

**To:** Rosato-Taylor, Andrea (NANAIMO)

**Subject:** RE: booking

*Section 22 & Unrelated Information*



---

**From:** Rosato-Taylor, Andrea (NANAIMO) [<mailto:arosato-taylor@nanaimodailynews.com>]

**Sent:** Monday, April 08, 2013 10:45 AM

**To:** Elverna Edwards-Mailloux

**Subject:** RE: booking

*Section 22 & Unrelated Information*



*Andrea Rosato-Taylor*

**Sales Manager**

**Nanaimo Daily News**

**Harbour City Star**

**Oceanside Star**

**250-729-4248**

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**Nanaimo Daily News**

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(a) (2)

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---

**From:** Elverna Edwards-Mailloux [<mailto:eemailloux@viconference.com>]

**Sent:** Monday, April 08, 2013 9:31 AM

**To:** Rosato-Taylor, Andrea (NANAIMO)

**Subject:** RE: booking

Hi Andrea:

*Section 22 & Unrelated Information*

I am pleased to hear you are moving forward with your event.

*Section 22 & Unrelated Information*

Elverna

**Elverna Edwards-Mailloux**

Senior Sales Manager

Vancouver Island Conference Centre

Office: (250) 244-4062

Cell: 250-713-5128 Fax: (250) 244-4055

Email: [eemailloux@viconference.com](mailto:eemailloux@viconference.com)

Web: [www.viconference.com](http://www.viconference.com)



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---

**From:** Rosato-Taylor, Andrea (NANAIMO) [<mailto:arosato-taylor@nanaimodailynews.com>]

**Sent:** Monday, April 01, 2013 5:55 PM

**To:** Elverna Edwards-Mailloux

**Cc:** Cameron Strachan

**Subject:** booking

I am going to cancel the booking for the following reason.

I have tried to figure out all the configurations but it is the food cost that has us stumped – technical support and facility are perfect.

It is the muffin and bag lunch costs – that is the difference between making nothing and making something.

The cost of putting on these things is so huge that -Section 22 to go down that road or I will loose my shirt.

Simon I was able to get sponsors for so I was able to offset cost --- made a modest profit -- if you don't count all the ads and my time.

I hope you both won't be too disappointed I am of course but I have just gone over and over the numbers.

I love the conference center

Thanks

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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**Cameron Strachan**

**From:** Rosato-Taylor, Andrea (NANAIMO) [arosato-taylor@nanaimodailynews.com]  
**Sent:** Tuesday, April 09, 2013 3:32 PM  
**To:** Cameron Strachan  
**Subject:** RE: May 10th Lunch Details

Thanks I know that they will not bring their lunch back to the conference center

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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---

**From:** Cameron Strachan [mailto:cstrachan@viconference.com]  
**Sent:** Tuesday, April 09, 2013 1:26 PM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Subject:** May 10th Lunch Details

Good afternoon Andrea,

Thank you for the email yesterday.

At this point I don't know the exact lunch details for the event, but I wanted to remind you of our policy regarding outside food & beverage. The Vancouver Island Conference Centre does not permit any outside food & beverage on the premises and a \$10/person surcharge will be applied to the final bill if this policy is not followed. Which means that if the guests are to pick up their lunch in the Museum and then bring it back into the centre, you will be charged a \$10/person fee.

I wanted to mention this to you as I am currently unaware of the lunch service details. If you can contact me when you have a moment to go over these details that would be great.

Sincerely,

38 (a) (3)

**Cameron Strachen**  
Event Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4061  
Fax: (250) 244-4055  
E-Mail: cstrachan@viconference.com



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CONFERENCE CENTRE**  
*Build Teams. Naturally.*



**Cameron Strachan**

---

**From:** Rosato-Taylor, Andrea (NANAIMO) [arosato-taylor@nanaimodailynews.com]  
**Sent:** Wednesday, April 10, 2013 5:28 PM  
**To:** support@chick-fil-aleadercast.com  
**Cc:** Cameron Strachan  
**Subject:** information

We are using The Vancouver island Conference center and the gentleman in this email is our contact and will be handling the simulcast.

Can you give him information on how that works and get him his own log in --- I understand we are to test 3 times before this goes live.

Can you please give us this info so we can do that.

Thank you

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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**Nanaimo Daily News**


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**Cameron Strachan**

**From:** Rosato-Taylor, Andrea (NANAIMO) [arosato-taylor@nanaimodailynews.com]  
**Sent:** Tuesday, April 16, 2013 3:12 PM  
**To:** Cameron Strachan  
**Subject:** RE: Technology Test #2, Tuesday, April 23, 1pm-2pm ET - Important Information

Not saying that it would happen but if I canceled it how much will I owe you guys

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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---

**From:** Cameron Strachan [mailto:cstrachan@viconference.com]  
**Sent:** Tuesday, April 16, 2013 2:50 PM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Subject:** RE: Technology Test #2, Tuesday, April 23, 1pm-2pm ET - Important Information

Received!

Thanks,

**Cameron Strachan**  
Event Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4061  
Fax: (250) 244-4055  
E-Mail: cstrachan@viconference.com



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---

**From:** Rosato-Taylor, Andrea (NANAIMO) [mailto:arosato-taylor@nanaimodailynews.com]  
**Sent:** Tuesday, April 16, 2013 2:48 PM  
**To:** Cameron Strachan  
**Subject:** FW: Technology Test #2, Tuesday, April 23, 1pm-2pm ET - Important Information

Here ya go

[Click-It-A Leadercast Host Site: Technology Testing Information](#)

Is this email not displaying correctly?  
[View it in your browser](#)



**Technology Test #2**  
**Tuesday, April 23, 1pm-2pm ET**  
**SEE BELOW FOR**

**IMPORTANT UPDATED INFORMATION**

Our second technology test is next week on Tuesday, April 23, 1pm-2pm ET! Below is updated information you need to know, plus instructions on how you can be prepared for this second technology test.

**Update:**

- **Web stream login credentials - IMPORTANT** - The user credentials you need are posted on the home page of your [Host-Only website](#) account. Please refer to these for login information during our April 23 test. If during our first test on April 2, Flying Colors gave you alternate login credentials because yours were not working, **PLEASE DISREGARD THOSE**. The login credentials you need (Host Site ID, Username = main contact email address, & Password) are posted in the red box on the [Host-Only website](#), titled Web Stream Login Credentials.
- **Additional web stream login credentials** - If you requested additional web stream login credentials, these will be emailed to you by Friday, April 19. If you still need

to request additional web stream login credentials, please do so ASAP by emailing [support@chick-fil-aleadercast.com](mailto:support@chick-fil-aleadercast.com).

**We want to help you make sure your broadcast technology is set up and working properly. Please follow the steps below to ensure you're ready for the test:**

1. **DO THIS NOW:** Login to the Host-Only website and choose the Technical Dir tab. Open the document download called Technology Set Up Guide, and follow the steps prior to the April 23 technology test.
2. **FOR TESTING DAY:** Refer to the document on the Host-Only website called Technology Testing Guide. This document includes information that you should share with your technical contact/team for the test.
3. **WE WILL TEST ALL BROADCAST FORMATS:** DISH Network, Free-to-Air Satellite, and Web Stream. We will ALSO test the Chat room. See the Technology Testing Guide for instructions on the Chat.
4. If your satellite is not yet installed in time for this test, still test your web stream back up. You can have your DISH installer do a self-test when your satellite is installed.
5. **NEW THIS YEAR:** Each web stream access will require you to enter your Host Site ID plus a username and password. Those credentials can all be found on the home page of your Host-Only website account. Please share this with your technical contact/team. **PLEASE NOTE:** For security purposes, *only one web stream login per computer system can be used*. If you use the exact same web stream login credentials on multiple computer systems, your account will be locked out. If you were planning on downloading the web stream on multiple computer systems (which will require multiple logins), you must contact [support@chick-fil-aleadercast.com](mailto:support@chick-fil-aleadercast.com). Additional charges may apply.
6. You may be able to broadcast the event in multiple rooms WITHOUT multiple logins. Check out the FAQ, "I want to broadcast the web stream in multiple locations/rooms. How do I do that?" on the Host-Only website under the Technical Dir tab.
7. **Learn more about technology by watching the March 26 WEBINAR** on the Host-Only website. Choose the Additional Tools tab and click on Host Site Webinars. Find the PPT slides from the webinar under the same tab in the downloads section.

Sincerely,

Erin and Charlton

Chick-fil-A Leadercast Host Site Management

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 G.A.N.T. Impact/Chick-fil-A Leadercast  
 202 Old Peachtree Rd NW  
 Suwanee, Ga 30024

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**Denise Tacon**

---

**From:** Cameron Strachan [cstrachan@viconference.com]  
**Sent:** April-23-13 10:46 AM  
**To:** 'Rosato-Taylor, Andrea (NANAIMO)'  
**Cc:** 'Denise Tacon'  
**Subject:** Friday, May 10th Chick-fil-A Event

Good morning Andrea,

I hope all is well.

Due to the current controversy surrounding the May 10<sup>th</sup> Chik-fil-A event being held at the Vancouver Island Conference Centre, my General Manager has indicated that additional security guards will be required during the event. These services are to be arranged and paid for by the Nanaimo Daily News and the guards will need be strategically stationed at the 60 Commercial Street and 101 Gordon Street entrances. The reason that the VICC requires additional security services for this event, is to ensure that any protestors who may come downtown are kept outside of the building. This is done to make certain that they do not disrupt any other groups holding events simultaneously in the building.

If you have any questions please do not hesitate to contact me at any time.

Sincerely,

**Cameron Strachan**

Event Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4061  
Fax: (250) 244-4055  
E-Mail: cstrachan@viconference.com



VANCOUVER ISLAND  
CONFERENCE CENTRE  
*Bold Ideas. Naturally.*


**Cameron Strachan**

**From:** Rosato-Taylor, Andrea (NANAIMO) [arosato-taylor@nanaimodailynews.com]  
**Sent:** Wednesday, April 24, 2013 6:10 PM  
**To:** Cameron Strachan  
**Subject:** RE: thank you

Yes me too and thank you again for handling all the details so well.

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

*Email thread  
from 2013*

Check us out online!  


*Top 4 spent to  
issues*

*Innovation: The best way to predict the future is to create it.*

---

**From:** Cameron Strachan [mailto:cstrachan@viconference.com]  
**Sent:** Wednesday, April 24, 2013 4:41 PM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Subject:** RE: thank you

Hi Andrea,

First off, you are very welcome, and I thank you for the kind words.

Again, it is unfortunate that this event wasn't able to go forward, but I look forward to working with you in the near future.

Sincerely,

**Cameron Strachan**  
Event Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4061  
Fax: (250) 244-4055  
E-Mail: cstrachan@viconference.com



**VANCOUVER ISLAND  
CONFERENCE CENTRE**  
*Bold Ideas. Naturally.*

**From:** Rosato-Taylor, Andrea (NANAIMO) [mailto:arosato-taylor@nanaimodailynews.com]  
**Sent:** Wednesday, April 24, 2013 1:31 PM  
**To:** Cameron Strachan  
**Cc:** Denise Tacon  
**Subject:** thank you

Cameron,

Thank you for helping me with all the issues I definitely appreciate the help – you were thorough and I knew you understood the tech part and that gave me more confidence. I am sorry I am unable to continue this project as I had some great ideas on how Leadership Vancouver Island etc could help facilitate the leadership discussion.

I appreciate you both giving me the heads- up.

Thank you I appreciate you giving me the opportunity to have a credit ---- I will utilize it.

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

Check us out online!  
**Nanaimo Daily News**

*Innovation: The best way to predict the future is to create it.*



38 (12)(8)

Cancellation of 2013 Event

DA352-19100 Canceled & Archived Events Vancouver Island Conference Centre

File Options Recent Window View Help

File Edit View Options Window Help

### Cancelled & Archived Events

Columns On Refresh

Start: 06/09/13 End: 05/05/14 Search: Description Status: Event ID Delete

Start: 06/09/13 End: 05/05/14 Search: Description Status: Event ID Delete

Work Receipts History Diary Follow Contracts Functions Statistics Orders

1 | Clear | 20 | Diary | 22 | Diary Top | Next | Entry Type | Status

Start	End	Start	End	Description	Status
03/04/13	31:43 AM	Shankar, So...		Event status changed from Tentative Contract sent (28) to Canceled (0) by ESTERCHAM	(New) (0)
03/04/13	08:00 AM	Jasmin Khand...		Event status changed from Tentative Contract sent (28) to Canceled (0) by ESTERCHAM	
04/09/13	08:00 AM	David...		Event status changed from Tentative Contract sent (28) to Canceled (0) by ESTERCHAM	
05/01/13	08:00 AM	Corwin...		Event status changed from Tentative Contract sent (28) to Canceled (0) by ESTERCHAM	
07/02/13	01:30 PM	Lawrence Mull...		Event status changed from Tentative Contract sent (28) to Canceled (0) by ESTERCHAM	
07/02/13	01:30 PM	Lawrence Mull...		Event status changed from Tentative Contract sent (28) to Canceled (0) by ESTERCHAM	
07/02/13	01:30 PM	Lawrence Mull...		Event status changed from Tentative Contract sent (28) to Canceled (0) by ESTERCHAM	

Cancelled & Archived Events



38

(a)(8)



VANCOUVER ISLAND  
CONFERENCE CENTRE

# Cancelled/Lost Business

By Reason

Events Ending May-08-13 - May-11-13

**Cancelled Business: Customer Cancelled:**

*Unrelated Information*



Nanaimo Daily News (9191) 10/05/2013 Cancelled On 03/04/2013 By CSTRACHAN	
No Department Assigned	CAD147.33
House Services-Banquet Set-up	2,075.00
	<hr/>
	CAD2,222.33

*Unrelated Information*



Nanaimo Daily News (9233) 10/05/2013 Cancelled On 24/04/2013 By RECEPTION	
No Department Assigned	CAD97.63
House Services-Banquet Set-up	1,375.00
	<hr/>
	CAD1,472.63

*Unrelated Information*



Totals For Customer Cancelled:	<u>CAD4,832.36</u>	Total # of Events:	5
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**Lost Business: No Reason Offered**

*Unrelated Information*



*Unrelated Information*

Total # of Events:	1
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Grand Total For Cancelled/Lost Business:	<u><u>CAD5,046.56</u></u>	Grand Total # of Events:	6
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# VANCOUVER ISLAND CONFERENCE CENTRE

## SALES POLICIES AND PROCEDURES

### Table of Contents

1. Sales Policies and Procedures
  - Glossary of Terms
2. Booking Guidelines
  - Multi-day Conferences
  - Single Day Events
  - Consumer & Trade Shows
3. Non/Profit Charitable Organization Room Rental Rate Structure
4. Sales and Event Booking Guidelines
  - Objectives and Typical Activities
  - Client Relations – Internal and External Handling
5. Accommodation Leads Referral Policies & Procedures
  - Hotel Blocks
  - Block Management
  - Rate Surcharge
  - City Wide
  - Hotel Specific
  - Other Events
  - Promotional and FAM Tours
6. Bookings, Pricing & Contracts
  - Booking Definitions
    - Optional
    - Tentative
    - Definite
  - Contract Procedures
7. Billing Procedures
8. Unified Rules of attrition details
9. RFP Process Flow Chart

*Vice Booking  
Policies +  
Procedures*

*⇒ Includes  
Community  
Rates*

**1. Sales Policies and Procedures**

It is understood that the operations of VICC is based on the mandate to generate economic benefit to the city of Nanaimo. This will be achieved by generating non-resident delegate days from attendees of City-Wide conferences and Multi-Day Conferences which typically require accommodation with one or more accommodation partners.

Sales Policies and Procedures defined by VICC are to be used as an operation set of guide lines for the sales operation of the center.

These policies have been reviewed and agreed upon by the accommodation sector.

Some of the procedures may be reviewed in the future pending new developments in the accommodation landscape of the city of Nanaimo.

Unless motivated by self promotion (i.e: Grand Opening, FAM tour dinners etc.) the VICC will not commonly contract itself for single day events (i.e: Mother's Day Brunch)

**Glossary of Terms:**

Specific Terms used in this binder have the following meaning:

**Accommodation partner** – any number of hotels, accommodation provider and entire hotel/motel/B&B community.

**Client** – meeting planner, event planner, convenor, decision maker, event organizer

**VICC service provider** – Any directly contracted supplier of services to the VICC – i.e: Audio Visual, F & B, Display Services, Housekeeping/Banquet Set-up, etc.

**VICC event manager** – Internal event services team member, catering services to include Conference Services Manager

**Event contract (or License Agreement)** – VICC specific contract and Booking Acknowledgement

**2. VICC Booking Guidelines**

The VICC will use the following for defining groups:

**Multi-Day Conferences** – Events where the delegates are primarily from out-of-town, two or more days consecutively, require accommodation at one or more hotels, use significant function space at the VICC, require catered functions, and may or may not have exhibit space.

These Multi-Day Conferences will be categorized as:

1. City-wide Conferences
2. Mid-size Conferences
3. Small Conferences

Event Definition	Delegate and Room Night Definition	VICC Space Usage	Booking Guidelines
<b>Multi-Day Conferences (2 or more days)</b>			
City-wide	200 + delegates / exhibitors, typically more than 100 guest rooms per night	Entire VICC or Module 1 and/or Module 2 exclusively	➤ Can confirm anytime into the future
Mid-size	Less than 199 delegates / exhibitors typically more than 75 rooms per night	Entire VICC or Module 1 and/or Module 2 exclusively	➤ Can confirm 24 months prior to event date for all months
Small	Less than 99 delegates, typically more than 25 rooms per night	Any modules	➤ Can confirm 18 months prior to event for dates in MAR, APR, MAY, JUN, SEP, OCT, NOV ➤ Can confirm 24 months prior to event for dates in DEC, JAN, FEB, JUL, AUG

**Single-Day Events** – Meetings and events where the attendees are predominantly from the local area, require little or no accommodation, tend to meet for a portion or just one day, and use a few meeting rooms at the VICC.

Event Definition	Delegate and Room Night Definition	VICC Space Usage	Booking Guidelines
Single-Day Events with room nights (Includes portion of the day and F&B only events)	Any number of delegates with less than 25 rooms per night	One or more meeting rooms at the VICC	➤ Can confirm 6 months prior to event date for all months

Single-Day Events without room nights	Any number of delegates without room requirements	One or more meeting rooms at the VICC	➤ Can confirm <b>3 months</b> prior to the event date for all months
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**Consumer and Trade Shows** – Events with an exhibit open to the general public or an industry trade, attendees are predominantly from the local area, require little if any accommodation, and require significant function space at the VICC.

Consumer & Trade Shows	Any number of delegates with or without room requirements.	Entire VICC or large portion of the VICC.	<ul style="list-style-type: none"> <li>➤ <u>Can confirm 24 months</u> prior to event date during prime conference months MAR, APR, MAY, JUN, SEPT, OCT NOV</li> <li>➤ <u>Can confirm 36 months</u> prior to event date during non-conference months DEC, JAN, FEB, JUL, AUG</li> </ul>
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### 3. Non/Profit Charitable Organization Room Rental Rate Structure

**Room Rental Rates for Non-Profit Charitable Organizations** *(not applicable to non-resident delegate conferences and meetings)*

Definition of Terms:

**Not-For-Profit and Charitable Organizations:** Not-for-profit groups, charitable organizations or registered societies with the primary purpose of community services and where the local community is the beneficiary. *These rates are not applicable when hosting conferences, conventions and or trade/consumer shows.*

**3 Month Booking Window:** Eligible to book an event as 'Definite' 3 months prior to the Event Date

**Promotional Events:** Media Related/Attended Events that promote growth and development for the Vancouver Island Conference Centre and offer a significant marketing benefit that contributes to Brand Awareness Regionally, Nationally or Internationally.

Local Community <i>*excludes City of Nanaimo</i>	Space	Rental Rate	Sponsorship Eligibility	Booking Policy
Local Community (All residents within the Central Region of Vancouver Island)	Shaw Auditorium	\$500 day rate \$250 eve rate	N/A	<ul style="list-style-type: none"> <li>➤ 3 month Booking Window</li> <li>➤ No F&amp;B Service</li> </ul>
Not-For-Profit and Charitable Organizations	Space	Rental Rate	Sponsorship Eligibility	Booking Policy
Non-Catered Events (Minimum 330 guests)	All VICC Space <b>**excluding Shaw Auditorium</b>	From Standard Rental Rates	15% sponsorship	<ul style="list-style-type: none"> <li>➤ 3 month Booking Window</li> <li>➤ Minimum 330 guests</li> </ul>
Catered Events (Minimum 330 guests)	All VICC Space <b>**excluding Shaw Auditorium</b>	From Standard Rental Rates	50% sponsorship	<ul style="list-style-type: none"> <li>➤ 3 month Booking Window</li> <li>➤ Minimum 330 guests</li> <li>➤ \$20 pp minimum on F&amp;B required in a 5 hour time slot</li> <li>***excludes service charges, applicable taxes and set-up fees</li> </ul>
Special Event	Space	Rental Rate	Sponsorship Eligibility	Booking Policy
Promotional Event (General Manager ONLY)	All VICC Space <b>**excluding Shaw Auditorium</b>	From Standard Rental Rates	100% sponsorship	<ul style="list-style-type: none"> <li>➤ 3 month Booking Window</li> </ul>

*\*Note: City of Nanaimo has a 'Full Year Calendar Guarantee' and is not subject to the 3 month booking policy therefore original rates apply*

### 4. Sales and Event Booking Guidelines

Objectives and Typical Activities:

The prime objective of the VICC Sales Department is to position the VICC within the Event Planner community as an option for City Wide Conferences. The Sales Department will be charged with the task of selling the VICC services and representing the attraction and accommodation community and their focus and sales quota will be firmly attached to the number of events, their size and the number of non-resident delegate days generated. Repeat business and single day events will be referred to VICC

Event Manager's office. This repeat business will be processed under the same criteria stipulated in the booking policies.

The Scope of services provided will include: Meeting Planning Services, Rental of Meeting and Exhibit space, Food and Beverage Services, Audiovisual Services, Show Decorating and Electrical Supply, Business Center Services.

The Sales department will be primarily staffed by 3 external Sales persons.

- One Director of Sales
- Two Sales Managers

Their primary activity will be to generate leads and conduct the sales process up to the "signature" of the Event Contract. This contract will outline the general objectives of the event, and provide an overview of the requirements in terms of space within the VICC, the requirements for accommodation and will outline a close approximation of cost for each of the event requirements.

All final details - including outside contracted cost - with regards to the event will be finalized by the VICC Event Management Office.

Client Relations – Internal and External Handling:

The prospective client shall be solely managed by the VICC Sales Department and the manager responsible for that particular market segment, up to the point where the event contract signature is obtained. This includes relations between local accommodation partners, other suppliers and community stakeholders. Subsequently, relations between the client, contracted service providers and VICC will be under the direct supervision of the VICC Event Manager's office. This point of contact will remain constant until the end of the event and the final postmortem.

### 5. Accommodation Lead Referral

VICC anticipates receiving 2 specific kinds of Accommodation Leads:

1. City Wide Accommodation leads – Requiring more than one hotel to supply accommodation. Client has instructed VICC Sales Department for a sales lead to be sent to all accommodation partners.
2. Hotel Specific Accommodation leads – Client has instructed VICC Sales Department that a sales lead to be sent to one or more specific hotels only.

#### Hotel Blocks

As the new centre is going to compete with individual large hotels, elsewhere in the province, for groups ranging in size from 300 – 600 delegates (which can be held "under one roof" at these competing properties), it will be critical for the Center' Sales Department to respond to prospective clients in a rapid manner. Accurate knowledge of maximum room blocks offered by the accommodation partners when the sales department is pursuing multi day conferences is therefore vital. In order to maximize the chances of the center to secure potential business in the optimum target market, the center requires the following:

1. Accommodation partners to allow VICC sales department to build a proposal based on a total block specified in advance by individual Local Hotels.

2. Make the VICC aware of potential non availability (black-out dates) of the room block (due to construction, renovation or high demand) for a rolling period of 3 years. This availability chart will be updated yearly.

This information will be used as a guideline only and will help the sales department to the maximum size of business readily available to pursue. In urgent turn around cases, the VICC Sales Manager will phone the accommodation partners to confirm the size and availability of the block. A formal lead request will follow to confirm the verbal quote and will be facilitated as indicated above.

Any tentative block secured by the VICC or any client of the VICC will be deemed guaranteed by the hotel supplier. Any changes to the size of the block can only be made by request through the VICC Sales Manager who made the request on behalf of the client. Alternatively, the hotel may request a change in the size of the block to the client directly with copy of this request to the VICC Sales Manager.

Block Management

Following a request from the client, the management of a block or portion thereof may be given to a third party Housing Bureau in order to facilitate the process. The Bureau and its fee structure and the method of payment will be included in the lead for the hotel to build their rate accordingly.

Rate Surcharge (Example: ARMA)

Following the request of the client, a rate surcharge may be requested to be applied to individual conveners' room rate in order to support the event cost that the client is contracting. This information including the rate surcharge calculation and method of payment will be communicated to the accommodation partners by way of specific instructions included in the lead.

City Wide

A - All City Wide leads generated by the VICC Sales Department will be directly distributed to all accommodation partners. All information with regards to the response to leads is deemed confidential and will not be shared between the VICC and any accommodation partner during the time this information is being gathered.

B - The specific requirements (in terms of bedroom block, historical rate guidelines and historical room pick ups) of the lead will be faxed directly or emailed to every accommodation partner by the VICC Sales Department. Accommodation partners will reply in writing with their quote including Rate (net-non commissionable or commissionable and rate of increase per applicable year) and Room Block availability by the return date specified in the sales lead request. Any quote arriving past this date will be deemed late arrival. This quote may or may not be included in the process.

All quotes received and any subsequent items constituting the master file is confidential and will not be shared under any circumstance with anyone outside of the VICC. The VICC will ensure that confidentiality issues are controlled by confidentiality clauses in every employment contract covering VICC personnel.

C - The VICC Sales Manager in charge of the file will prepare a formal quote or proposal which will include all accommodation options. The Sales Manager will include a formal contract issued by each of the accommodation partners specifying block availability and rates for the dates requested. The client will ultimately make a decision as to which accommodation partners they wish to use and enter into a contractual agreement directly with the accommodation partners.

Unified Rules of attrition will be presented and will apply to all leads for City wide leads.

### Hotel Specific

A - All Hotel specific leads generated by the VICC Sales Department will be handed immediately to all specified accommodation partners. All information with regards to the response to leads is deemed confidential and will not be shared between the VICC and any accommodation partner during the time this information is being gathered.

B - The specific requirements (in terms of bedroom block, historical rate guidelines and historical room pick ups) of the lead will be faxed or emailed to every accommodation partner requested by the client by the VICC Sales Manager in charge of the account. Accommodation partners will reply in writing with their quote including Rate (net-non commissionable or commissionable and rate of increase per applicable year) and Room Block availability by the return date specified in the sales lead request. Any quote arriving past this date will be deemed late arrival. This quote may or may not be included in the process.

All quotes received and any subsequent items constituting the master file is confidential and will not be shared under any circumstance with anyone outside of the VICC. The VICC will ensure that confidentiality issues are controlled by confidentiality clauses in every employment contract covering VICC personnel.

C - The VICC Sales Manager in charge of the file will prepare a formal quote or proposal which will include all accommodation options. The Sales Manager will include a formal contract issued by each of the accommodation partners specifying block availability and rates for the dates requested. The client will ultimately make a decision as to which accommodation partners they wish to use and enter into a contractual agreement directly with the accommodation partners.

Unified Rules of attrition: Same rules of attrition will be presented and will apply for city wide leads.

### Other Events

Events without specific room block requirements will not go through the former process. If the client feels that they do not need to request the room block through VICC sales, then all room block requests and negotiations will be under the responsibility of the client who will work directly with the individual hotels. For the benefit of the client, a list of the Nanaimo accommodation options will be included in the VICC sales portfolio.

Single Day events and Food & Beverage events that do not require room blocks will also be included in this category.

### Promotional and Familiarization Tours (FAM)

If required by the client, the VICC Sales department will organize Site Inspections or Site Visits or Familiarization tours of accommodation partners. These FAM Tours will be managed by the VICC Sales Manager. Contact will be made with every accommodation partner in advance (depending on the notice given by the client). Accommodation partners are required to facilitate the process by providing a contact person and being available for the Site Inspection. The client will ultimately be responsible for the selection of the accommodation partner/s they wish to use.

The City Tourism Office/Meetings and Events Department or a corporation of a similar structure will showcase the destination and suppliers such as DM/C's (Destination Management Companies) to perspective clients. This will demonstrate the community is working together as a team to secure group business for the VICC and Nanaimo.



Referral Policy in case of non availability

In the event that the VICC received a lead that cannot be accommodated due to: budget constraints, facility availability or because of conflict with the existing booking policy, the VICC will revert the lead to the Accommodation Partners after obtaining the approval of the client.

The VICC will issue a lead to all accommodation providers that can accommodate the specific demand. The VICC will not follow up with the client after the lead is issued.

Ethical Non solicitation

Any Existing Clients or Potential Clients of the VICC including any conveners with or without contracted events included in the lead supplied by the VICC to the local accommodation partners should be considered a client of the VICC in priority. This specifically means that the client should not be approached by any of the local accommodation partners directly or indirectly in order to offer any services including Food and Beverage and Meeting Space without the express authorization of the Director of Sales of the VICC or equivalent.

In order to provide flawless communication to the attendees, any event that is related to a meeting or conference contracted by the VICC that is contracted to a local accommodation partner should be part of the conference resume and a copy of this event contract should be forwarded to the VICC Sales Department.

**6. Booking, Pricing, Contracts**

Bookings Definitions

**Proposed Bookings:** A request by a potential client to hold 1 to 3 sets of event dates for a limited time period. This hold is to allow the client to facilitate the decision making process to bring this business to Nanaimo and the VICC.

**Tentative Bookings:** A request to hold 1 set of dates on a tentative basis and preparing to enter into a contractual arrangement for the selected event date and space.

**Definite Bookings:** An event contract has been signed, deposit received, business is considered firm for Nanaimo and the VICC.

Booking Procedures

Prospective Bookings

1. Requests to reserve space for an event at the VICC may be made at any time (according to VICC Booking Guidelines for specific events).
2. A client may request 3 sets of possible event dates which will be held on an courtesy basis for a period of 14 days or until it is challenged by another client. Past this time, the Sales manager responsible will follow up with the client to estimate if more time is required or if the Prospective Booking should be released.
3. All requested time blocks or set of event dates will require a commitment to one tentative set of event dates in order to move to tentative status.

4. Failure to move to tentative will cause the event space blocks to be automatically released. Client will receive written notice via email or fax that their event space has been released.
5. Any other request received for the same time block or set of event dates, or part of, will be placed on a waiting list, on a second option basis. These waitlisted or second option clients will be contacted in order.

#### Tentative Bookings

1. An event Planner or Client has requested that the hold on one of the Prospective set of dates be considered a firm booking. This set of dates is placed on a Tentative Booking Status awaiting the signature of the contract and the receipt of the appropriate deposit. As soon as these requirements are met, the booking will become Definite.
2. A contract will be issued and deposit will be calculated at 25% minimum of the total Meeting Room Rental of the event as initially requested and blocked, and will be non refundable according to contractual agreement.
3. Tentative bookings will be held, if a signed contract has been received but a deposit not finalized for 14 days or until another request for the same space is received. At the time of the 2nd request the 1st tentative booking will be notified and given 72 hours notice (3 business days) to confirm or cancel the tentative booking. Confirmation will require a signed Event Contract with an accompanying 25% non-refundable deposit of the estimated meeting room rental.  
For City wide events, large multi day conferences and tradeshow, the VICC Event Contract and accompanying deposit is due within 30 days of the VICC Event Contract being issued. For single day events, payment of the 25% non-refundable deposit shall be received within 72 hours (3 business days) of agreeing to pay the deposit.

#### Definite Bookings

All events are considered firm or definite once the Event Contract and deposit has been received. The outlined contracted space may not be challenged by another perspective client.

#### Annual Special Events

All above booking policies will apply to these events. Tentative hold of their consistent annual calendar dates are allowed only based on availability and confirmed based on the booking policies. Dates will be held on a prospective basis until such time as the booking can be moved to a tentative basis and an Event Contract can be issued which will move the event to a definite status. Annual Special Events can be entered into an optional basis up to five years in advance at any given time. Cancelled dates are subject to deposit refund policies. The annual event status will be lost if the event was to be cancelled for two years consecutively.

#### Conflicting Opportunities

Any bookings at any stage of the booking cycle with events scheduled to take place 18 months out could be approached by the VICC Sales Manager in charge of the account in order to investigate potential flexibility in their event dates. This call, based on the Sales Manager's knowledge of the client, is to be made only to facilitate the inclusion of another event in the VICC calendar of events.

### Pricing

**Definition of term:** Discount in this text means: Reduction of posted or published price and price cut.

The VICC Discount policy is as follows:

VICC will not allow discount on published prices that cover goods and services that the Center is contracted to supply. An event or part of an event can be sponsored by an organization and this Sponsorship will be contracted separately by the VICC in order to cover the actual cost or portion thereof of the event.

In a highly competitive climate, VICC may be directly sponsoring an event for promotion purposes or for the purpose of securing new business with the intent of attracting organizations presently using established centers in other destinations.

### Contract Procedures

1. The Event Contract will be issued by the VICC the moment the status of the event becomes tentative. This contract will outline general terms of requirement and list the best estimate of needs based on the client's input.
2. The contract will include all VICC space and facilities required to service the event as well as an outline of accommodations based on the room block tendering process as outlined previously.
3. The client will be required to make tentative selections of preferred accommodation partners at the time the VICC Event Contract is signed or shortly thereafter.
4. Accommodation Contracts will be issued by the individual accommodation partners selected by the client.
5. The VICC sales team will facilitate the process by contacting the individual accommodation partners and informing them of the success of their bids as well as advising those that were not successful via an email confirmation. A copy of the Accommodation Partners signed contract will be forwarded to the Accommodation Partner by the VICC sales manager.
6. These hotel contracts will reflect the quoted room blocks in each room category at the quoted room rate (yearly inflation allowances should be included if the event is to take place in the future). Changes to the quoted blocks or rates will be accepted only if a change request has been received by the VICC sales team, and re-submitted to, and accepted, by the convener. To facilitate the process in this case, the VICC Sales Manager will provide a liaison service to the accommodation partner.  
  
If the changes required fall under the attrition penalty clause, the VICC Sales Manager will inform the client of the potential cost of the penalty that may apply.
7. The VICC Event Manager is responsible for all event specifics at the VICC and will establish contact with the client at the time the file became definite and has been transferred from the VICC Sales Manager through the File Turnover Process.
8. The VICC Event Manager will manage the file and will manage and communicate substantial increases or decreases in function space usage or accommodation requirements.

Accommodation Partners will be kept informed and invited to update their own accommodation contracts with the client.

9. All contracts will be added to the master file in order to provide control and assistance to the client and the accommodation provider.

10. Pick up of room blocks and attrition penalty clauses will be managed by the individual accommodation partners within their individual contracts. However, VICC will provide an on line "real time" view of the event to the client by accessing its management system. The individual accommodation providers involved in the event will be invited to participate in this update and provide information relevant to the particular group.

11. Close communication with the VICC is essential on any issues arising from block pickup. A communication form will be established and distributed to the individual accommodation providers.

**7. Billing Procedures**

1. VICC will issue invoices and monitor accounts based only on services delivered by the VICC and VICC service providers.

2. Individual accommodation partners will be responsible for their own billing processes.

3. For the purpose of event reporting, tracking, future consideration and to maintain reasonably accurate files on events and facilitate future re-booking of said event, the VICC requires that the individual accommodation partners communicate any issues with pick up and rate performance arising from the particular event. This information is confidential and will not be shared with other accommodation partners.

**8. Unified Rules of Attrition:**

A set of Unified Rules of attrition is to be used by the VICC for proposals involving accommodation in order to facilitate negotiations with clients. This set of Rules will supersede attrition rules that may be used by the individual accommodation partner replying to the lead. The client will not be subjected to other commitments in terms of attrition then these outlined below.

**Wording to be included in the contracts issues by VICC to Clients on behalf of the accommodation partners. These terms have to be included in Hotel's individual contracts.**

Hotels are relying upon use of the Room Night Commitment. (Client's name) agrees that a loss will be incurred by Hotels if (Client's name) actual usage is less than the Room Night Commitment.

The room block will be reviewed periodically and (Client's name) may release up to a non-cumulative percentage of the room night commitment without the payment of any fee as per the attrition calendar below. The room night commitment, after any such reductions, is the "adjusted room night commitment".

PERIOD	REDUCTION ALLOWED WITHOUT FEES
Up to 90 days prior to arrival	20% of original room block commitment
Up to 60 days prior to arrival	10% of adjusted room block commitment
Up to 30 days prior to arrival	5% of adjusted room block commitment

If (Client's name) actual usage slips below the adjusted room night commitment, (Client's name) agrees to pay, as liquidated damages and not as a penalty, for each room night by which the adjusted room night commitment exceeds actual usage, calculated as per the group room rate.

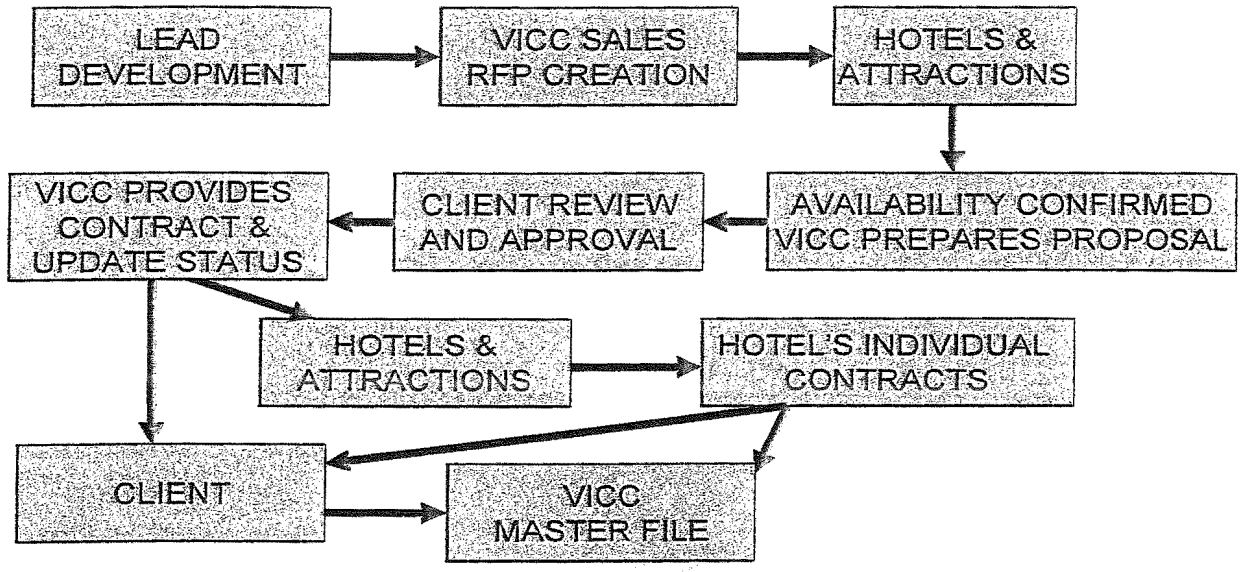
Example of impact on Client:  
For an original room block of 100 rooms

PERIOD	REDUCTION ALLOWED WITHOUT FEES
Up to 90 days prior to arrival	20% of original room block commitment = 80 room nights
Up to 60 days prior to arrival	10% of adjusted room block commitment = 72 room nights
Up to 30 days prior to arrival	5% of adjusted room block commitment = 68 room nights.

If the group was supposed to have 100 room nights booked and if they have released their block by the due date as scheduled above their total exposure is 68 Room Nights at the established group rate. VICC will coordinate the pick up with each hotel.

9. RFP PROCESS FLOW CHART

# RFP PROCESS





VANCOUVER ISLAND  
CONFERENCE CENTRE

Sales/Sales & Event Management

SEM-012  
Name: Forms: Extraordinary Damage Waiver/High Risk Event Checklist  
Responsibility: Sales/Event Management/Back of House  
Published: March 7, 2012 Revised: February 19, 2013

**Objective:**

To protect all persons in the VICC, associated individuals of the VICC and including the physical environment of the VICC Facilities

**Procedures:**

*Extraordinary Damage Waiver Form procedures*

1. Upon receiving an inquiry for a "High Risk Event" that requires an Extraordinary Damage Waiver Form, the Sales or Event Manager must inform the client of our procedures and requirements to book this event. A Damage Waiver Form must be filled out and a deposit is required.
  - ❖ *GM must be informed of all injuries at time of injury*

2 Types of High Risk

**Concert/Dances  
Schedule A**

This form is titled "Extraordinary Damage Waiver Form for Concert/Dances Schedule A". It contains several sections for client information, including name, address, phone, and email. Below this, there are sections for event details like date, time, and location. The main body of the form contains a detailed waiver of liability, where the client agrees to hold the VICC harmless from all claims, damages, and expenses. At the bottom, there are lines for the client's signature and date, and a section for the VICC representative's signature and date.

**Combat Sports  
Schedule B**

This form is titled "Extraordinary Damage Waiver Form for Combat Sports Schedule B". It follows a similar structure to Schedule A, with fields for client contact information and event details. The waiver text is more specific to combat sports, mentioning activities like boxing, MMA, and wrestling. It includes a section for the client to specify the type of event and any special requirements. The bottom of the form has signature lines for both the client and the VICC representative.

2. The applicable Extraordinary Damage Waiver must be filled out and signed and turned in to the Sales or Event Manager by the client at the time of the contract being signed prior to the event. The Client must also provide a damage deposit specified on the applicable Extraordinary Damage Waiver.
3. Once the contract and applicable waiver is submitted, the Sales or Event Manager must complete the High Risk Event Checklist. Once the checklist is completed, submit a copy to the General Manager and a copy in the file.

*\*An event that requires an Extraordinary Damage Waiver Form is as follows: an event that is deemed by the VICC Management where the protection and peace of attendees, general public, VICC associates and the physical building are potentially at risk.*



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CONFERENCE CENTRE

# Extraordinary Damage Waiver

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## For \* "High Risk Events" – Waiver Schedule A

"High Risk Events" \* - refers to events that are deemed by the VICC Management where the protection and peace of attendees, general public, VICC associates and the physical building are potentially at risk.

Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

On-Site Client Representative: \_\_\_\_\_ Contact #: \_\_\_\_\_ Cell # \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Time In: \_\_\_\_\_ Event Time Out: \_\_\_\_\_

VICC Room/s Allocation: \_\_\_\_\_

### Waiver / Damage Deposit Conditions:

1. A damage deposit of \$5,000.00 must be submitted and deposited 10 business days prior to the event date to confirm your booking. The deposit will be refunded less any applicable costs 10 business days post event and completion of facility inspection.
2. All High Risk Events will have a standard carpet cleaning fee per sq. ft. of space use @ .15 per sq. foot.
3. Upon inspections should there be any damage, pictures will be taken and any applicable cleaning and/or replacement costs will be identified. Please note – (material and labour costs will be deducted).
4. This includes but not limited to carpets where replacement is required due excessive stains and/or abuse and physical damage to property, equipment and fixtures of VICC that require replacement.
5. Security requirement: VICC mandates a minimum number of \_\_\_ VICC preferred security personnel \_\_\_\_\_, during the event time between \_\_\_\_\_ and \_\_\_\_\_ at the cost of the client.

I, \_\_\_\_\_ agree to the said terms here-in and understand that any expenses incurred by myself and any delegates, guests or persons while engaging in any activities which occur during the event will be applied to the above said damage deposit. Damage deposit is separate from all financials and deposits applicable to event contract obligations.

\_\_\_\_\_  
Signature of Client Representative

\_\_\_\_\_  
Signature of VICC Representative

\_\_\_\_\_  
Name Of Client Representative

\_\_\_\_\_  
Name of VICC Representative

\_\_\_\_\_  
General Manager



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# Extraordinary Damage Waiver

38 (b)(2)

## For \* "High Risk Events" – Waiver Schedule B "Combat Sports"

"High Risk Events" \* - refers to events that are deemed by the VICC Management where the protection and peace of attendees, general public, VICC associates and the physical building are potentially at risk.

Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

On-Site Client Representative: \_\_\_\_\_ Contact #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Time In: \_\_\_\_\_ Event Time Out: \_\_\_\_\_

VICC Room/s Allocation: \_\_\_\_\_

### Waiver / Damage Deposit Conditions:

1. A damage deposit of \$25,000.00 must be submitted and deposited 10 business days prior to the event date to confirm your booking. The deposit will be refunded less any applicable costs 10 business days post event and completion of facility inspection.
2. All High Risk Events will have a standard carpet cleaning fee per sq. ft. of space use @ .15 per sq. foot.
3. Liability insurance of no less than \$5,000,000.00 per occurrence, naming the Vancouver Island Conference Centre, its employees, contractors and subcontractors and the City of Nanaimo and its officers and employees exempt of liability.
4. The event organizer, in accordance with LCLB regulations, is required to apply for and receive approval from the General manager of the LCLB.
5. During the event patron participation is prohibited and will be subject to event shut-down and service refusals.
6. Upon inspections should there be any damage, pictures will be taken and any applicable cleaning and/or replacement costs will be identified. Please note – (material and labour costs will be deducted).
7. This includes but not limited to carpets where replacement is required due excessive stains and/or abuse and physical damage to property, equipment and fixtures of VICC that require replacement.
8. Security requirement: VICC mandates a minimum number of \_\_\_ VICC preferred security personnel \_\_\_\_\_, during the event time between \_\_\_\_\_ and \_\_\_\_\_ at the cost of the client.

I, \_\_\_\_\_ agree to the said terms here-in and understand that any expenses incurred by myself and any delegates, guests or persons while engaging in any activities which occur during the event will be applied to the above said damage deposit. Damage deposit is separate from all financials and deposits applicable to event contract obligations.

\_\_\_\_\_  
Signature of Client Representative

\_\_\_\_\_  
Signature of VICC Representative

\_\_\_\_\_  
Name Of Client Representative

\_\_\_\_\_  
Name of VICC Representative

\_\_\_\_\_  
General Manager





VANCOUVER ISLAND  
CONFERENCE CENTRE

### Certificate of Insurance

The Vancouver Island Conference Centre requires all its users to provide proof that comprehensive general liability insurance with a minimum limit of \$2,000,000 each accident or occurrence and tenant liability insurance with a minimum limit of \$1,000,000 is in place for the duration of their event. Please forward this form to your insurance broker and have them complete and return it prior to your event start date. A web version of this certificate can be found at [www.viconference.com](http://www.viconference.com)

Complete and Return To: Vancouver Island Conference Centre  
101 Gordon Street  
Nanaimo BC, Canada V9R-5J8  
Ph: 250-244-4050  
Fax: 250,244-4055

This is to certify that insurance as described below has been arranged on behalf of the Assured. This insurance is in full force and effect as of the date of this certificate.

Assured: \_\_\_\_\_

Event Name: \_\_\_\_\_ Event Dates: \_\_\_\_\_

Policy Number	Effective Date	Expiration Date	Insurance Company	Limit of Liability

- Interest Insured: Commercial General Liability
- + Inclusive Limit
- + Covering Third Party Bodily Injury and Property Damage
- + Including Non-Owned Automobile
- + Including Host Liquor Liability
- + Including Cross Liability Clause

Additional Insured: The Corporation of the City of Nanaimo and/or the Vancouver Island Conference Centre.

Coverage is in effect for the event for which a contract exists between the Insured and the Vancouver Island Conference Centre.

\_\_\_\_\_  
Signed by Authorized Representative of Insuring Company

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Brokerage Name

### INSURANCE AND INDEMNITIES

1. The Licensee shall obtain and maintain in force during the License period the following insurance coverage in a form satisfactory to the VICC:
  - 1.1. comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence and in the aggregate, covering bodily injury to, death of, or property damage to third parties and property of the VICC not in the care, custody and control of the Licensee and such policies of insurance shall include the VICC as an Additional Insured and shall contain a cross liability clause; and
  - 1.2. tenant liability insurance with a minimum limit of \$1,000,000 covering loss or damage to the property of the VICC in the care, custody and control of the Licensee.
2. The Licensee shall ensure that evidence of insurance coverage in the form of a certificate issued by the insurer is delivered to the VICC sixty (60) days prior to the Event. The certificate shall contain an undertaking by the insurer not to cancel or limit the insurance coverage except upon thirty (30) days' prior written notice to the VICC.
3. The Licensee shall ensure that all personnel engaged by or on behalf of the Licensee are covered by Workers' Compensation insurance, or equivalent, where required by law.
4. The VICC acting reasonably, depending upon the Licensee's final program for the Event, and acting reasonably, with seven (7) days' notice, require additional parties to be added as Additional Insured's or require increases in types or amounts of insurance.
5. The Licensee acknowledges that the VICC does not insure the Licensee's property and that the Licensee has been advised to insure its property while such property is on or about the Premises and that if the Licensee omits to insure its property, it shall do so at its own risk and the VICC shall not be liable for any loss or damage to the Licensee's property no matter how or by whom caused. Any insurance policies obtained by the Licensee for its own property shall contain a waiver of subrogation in favour of the VICC.
6. The Licensee covenants to indemnify and save harmless VICC, its directors, officers, employees and agents from and against any and all liabilities, losses, claims, demands, costs and expenses whatsoever (including legal fees and litigation expenses on a solicitor and own client basis), excluding indirect, special, punitive or consequential loss or damage resulting from a breach by the Licensee of any covenant, agreement, term or condition of this agreement or resulting from the Licensee's use or occupation of the Premises, except to the extent that the VICC is liable or responsible.
7. Each party waives any and every claim during the terms of this agreement or any extension or renewal for any loss of or damage to any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies to the extent that such loss or damage is recovered under said insurance policies. Said waivers shall be in addition to, and not in derogation of, any other waiver or release contained in the Agreement with respect to any loss or damage to property of the parties hereto. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Licensee is advised to give each insurance company written notice of terms of such waiver, and to have insurance policies properly endorsed, if necessary.

### LIMITATION OF LIABILITY

8. The VICC shall not be liable or responsible for:
  - 8.1. any loss, damage, or injury to any person or property in or round the Premises except due to its own acts or omissions;
  - 8.2. any inappropriate behavior or negligence of the Licensee or its servants, agents, employees, licensees, invitees or attendees of the Event;
  - 8.3. any interference or inconvenience caused by damage to the VICC or the Premises by failure or interruption in the supply of water, electricity, internet, telecommunications, heat, light, air conditioning or any other facility, service or

utility, unless due to the negligence or willful misconduct of VICC. The VICC shall use reasonable diligence to restore any such services when they are interrupted. If any failure or interruption in the supply of such services is due to causes beyond the control of the VICC and are of such magnitude that the Event cannot effectively continue, the provisions of this agreement relating to cancellation and termination shall apply.

- 8.4. indirect, special, punitive or consequential loss or damage of any kind, whether or not the VICC was advised of the possibility of such loss or damage;
  - 8.5. any loss or damage of any sort incurred as the result of outside internet penetration or attack; and
  - 8.6. any transmission difficulties that may adversely affect the Event if the Licensee, on behalf of the Event participants, opts out of the high-speed Internet option.
9. The Licensee acknowledges that, from time to time construction repairs may be undertaken by the VICC in the Premises, or by third parties beyond the control of the VICC in the vicinity of the Premises, and the Licensee accepts that there may be noise and other disturbances during the Event due to such construction repairs. The VICC, on becoming aware of any construction or repair that is likely to impact the Event, agrees to advise the Licensee of such construction or repair and agrees to make commercially reasonable efforts, within its control, to minimize the impact on the Event of such construction or repairs. If the noise or other disturbances adversely affect the Event, the Licensee and the VICC, both acting reasonably, shall negotiate a resolution of the issues.
  10. The Licensee acknowledges that in using Internet services at the Premises, the Licensee or its servants, agents, employees, licensees, invitees or attendees of the Event will comply fully with all applicable laws of the World Wide Web. In the event that a discrepancy in use or misconduct occurs during use of internet services the VICC, acting reasonably, reserves the right to terminate access to internet service on the Premises.
  11. The Licensee acknowledges that when another supplier's equipment is found to be incompatible or causes the in-house system to malfunction, the VICC audio-visual supplier reserves the right to disconnect the equipment from the VICC in-house system(s) being used.



INVOICE TO:		DELIVERY ADDRESS:		Our Job#: 132183-1 Order Status: Tentative Order Sales Person: Nick Barrett	
VANCOUVER ISLAND CONFERENCE CENTER 101 Gordon St Nanaimo, BC V9R 5J8					
ATTENTION: PHONE: FAX: EMAIL:		JOB SITE: ROOM: CONTACT: PHONE:		PO: CUSTOMER #: TERMS: COD	
ORDER DATE & TIME: MAR 11 13 14:21:24	start DATE & TIME: MAY 10 13 08:00	End DATE & TIME: MAY 10 13	DELIVERY VIA:		
DATE & TIME:	DATE & TIME:	DATE & TIME:	RETURN VIA:		

**ORDER DESCRIPTION: Nanaimo Daily News**

**EQUIPMENT**

QTY	DESCRIPTION	DURATION	UNIT PRICE	EXTENDED
1	Podium and Mic ( VICC)			
<b>Visuals</b>				
1	12x16 FF Projection Package			
1	LCD Projector - 5k			
1	Computer - Laptop			
<b>Audio</b>				
1	Deluxe Audio Control Rack			
	14 Channel Mixer			
	2 Channel 31 Band Equalizer			
	2 Channel Compressor			
	2 Channel Amplifier			
	CD Player/Recorder			
1	Highspeed wired internet			

Equipment Total: \$1,275.00

**LABOUR**

DATE	TIME	QTY	PERSONNEL/TASK	DURATION	UNIT PRICE	EXTENDED
MAY 10 13	08:00	1	Technician - Lead-Set-Up			
MAY 10 13	08:00	1	Technician-Standby/Operate			
MAY 10 13	16:00	1	Technician-Dismantle			



**Audio+Visual** Technology & Creativity  
Working for You

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Visit us online at [www.sw-online.com](http://www.sw-online.com)  
Call Toll Free 1.800.909.7928  
Head Office 1250 Ellis Street, Kelowna V1Y 1Z4

**Labour Total: \$585.00**

Section 21

\* Pricing is subject to change based upon availability of equipment & personnel at the time of confirmation. To confirm this order, please sign below and fax back as soon as possible. Fax: (250) 868-3313

Please note that if this quotation does not show tax that the applicable taxes will be added at the time of invoicing.

Customer Signature

**TAX TOTAL:**  
**HST TOTAL: \$223.20**  
**GRAND TOTAL: \$2,083.20**

Customer Printed Name

Date Our Job#: 132183-1

Vancouver Tel: 778.327.5878 <a href="mailto:van@sw-online.com">van@sw-online.com</a>	Victoria Tel: 250.220.2609 <a href="mailto:vic@sw-online.com">vic@sw-online.com</a>	Kelowna Tel: 250.868.3333 <a href="mailto:kel@sw-online.com">kel@sw-online.com</a>	Kamloops Tel: 250.828.2088 <a href="mailto:kam@sw-online.com">kam@sw-online.com</a>	Penticton Tel: 250.487.2333 <a href="mailto:pen@sw-online.com">pen@sw-online.com</a>	Vernon Tel: 250.503.1397 <a href="mailto:ver@sw-online.com">ver@sw-online.com</a>	Nanaimo Tel: 250.244.4051 <a href="mailto:nan@sw-online.com">nan@sw-online.com</a>
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Quotation Updated on MAR 11 13 at 14:28

38

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VANCOUVER ISLAND  
CONFERENCE CENTER

# Booking Acknowledgment

Andres Rosalo-Taylor

Vancouver Island Conference Center  
101 Gordon Street  
Nanaimo, BC, V9R-5J8  
tel: 250-244-4050  
fax: 250-244-4055

Manimo Daily News  
51, 2675 McCullough Road  
Nanaimo, BC V9S 5W5

Manimo Daily News (8846)

Start-End:

Fr 05/09/2014 07:00 AM - 11:59 PM

Thank you for booking your event with us. The following is a list of spaces you have selected and a projected payment schedule for the event.

Order Number: 26660

Booking #	Quantity	Start-End	Event Type	Amount
Mt. Benson A/B	200 per	05/09/2014 07:00 AM - 11:59 PM	Seminar	CAD 1,076.00
Current Booking Charges:				CAD 1,076.00

These bookings are subject to confirmation 7 days of receipt.

Please verify that the bookings meet your specifications. If any discrepancies are found, please contact us immediately.

Sincerely,

Ekema Edwards-Matibuz

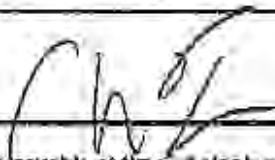
FILE INFORMATION  
FOR 2014  
Event  
May 9 / 2014

38

(b)(6)

## Booking Acknowledgment

Organization Authorized Signature



Date

March 29 / 2014

1st deposit is 100% of room rental and is payable at time of signing this Booking Acknowledgment (Taxes and administration fees are not reflected in this total and will appear on the final Event Order).

2nd deposit is due 90 days prior to the event and represents 80% of projected food revenues. An additional 26% will be required 2 weeks prior to event.

Final Payment is due one (1) day prior to the day of the event.

### Contract

Please return this Booking Acknowledgment signed within 7 business days of receipt. Failure to return within 7 business days will be interpreted as release of held space by the client. Please note this document represents qualifying booked space only and does not address additional costs related to event/s.

### Cancellation Policy

Cancellations will warrant the following fees: 90 days or less are billed at 100% of all \*projected revenues; 60 days to 90 days are billed at 50% of all \*projected revenues; and 31 days to 90 days are billed at 26% of all \*projected revenues.

\*Projected Revenues represent calculations of Food and Beverage based on the sold number of forecasted delegates here-in multiplied by the following meal periods depicted as follows:

Coffee Breaks: \$4.00 per person minimum

Breakfast: \$15.00 per person minimum

Lunch: \$20.00 per person minimum

Dinner: \$35.00 per person minimum

Reception: \$15.00 per person minimum

Bar Service: \$5.50 per person minimum

Signature above verifies client understanding of the cancellation policy, and deposit requirements.

### Outside Food Policy

All Food & Beverage must be supplied by The Vancouver Island Conference Centre. Breach of this policy will warrant a \$10.00 per person surcharge on the final bill.

### Taxes, Fees, and Service Charges

Room Rental is subject to 5% GST tax. Food & non-alcoholic beverage items are subject to 16% service charge and 5% GDS tax. Alcoholic Beverage is subject to 10% PST and 5% GST taxes. Audio-Visual items are subject to 5% GST tax and 7% PST. \*All charges are subject to 2% administration fee.

### Note

The above charges are based on room rental only. All other fees and charges will appear on the final Event Order.





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# QUOTE

Leadercast - Benson/1 screen  
Quote Number 14-0874

Client	Venue / Site
VANCOUVER ISLAND CONFERENCE CENTER 101 Gordon St Nanaimo, BC V9R 5J8	VANCOUVER ISLAND CONFERENCE CENTER 101 Gordon St Nanaimo, BC V9R 5J8

## Quote Information

Quote Number: 14-0874	Terms: COD
Name: Leadercast - Benson/1	Shipping Method:
Account: Jon Moddle	Customer PO #:
Ship Date: 09/05/2014 7:00 AM	Status: Inquiry
Return Date: 09/05/2014 4:00 PM	Sales Tax Rule: Calculated at Time of

## Quote Summary

Description	Cost
<i>Section 21</i>	
Balance Due	\$1,344.40

By signing below you acknowledge you have read and agree to the Terms and Conditions located on page two of this agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 VANCOUVER ISLAND CONFERENCE CENTER  
 CENTER  
 Title: \_\_\_\_\_

38

(b)(7)



SW Audio+Visual  
www.sw-online.com

Audio+Visual

# Quote

Quote Number: 14-0874  
Leadercast - Benson/1 screen

<b>Client</b>
VANCOUVER ISLAND CONFERENCE CENTER 101 Gordon St Nanaimo, BC V9R 5J8

<b>Bill To</b>
VANCOUVER ISLAND CONFERENCE CENTER 101 Gordon St Nanaimo, BC V9R 5J8

<b>Venue / Site</b>
VANCOUVER ISLAND CONFERENCE CENTER 101 Gordon St Nanaimo, BC V9R 5J8

Account Manager	Shipping Method	Customer PO	Warehouse	Terms	Tax Rule
Jon Moddle	N/A		Nanaimo	COD	Calculated at Time of Billing

Ship Date	Load In	Show Start	Load Out	Return Date	Discount
09/05/2014 7:00 AM		09/05/2014 7:30 AM	09/05/2014 3:00 PM	09/05/2014 4:00 PM	

Type	Qty.	Description	Note	Time	Rate	Disc %	Price	Price Ext.
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*Section 21*

[Redacted Table Content]

Equipment: \$730.00

**Labour**  
*Section 21*

[Redacted Table Content]

Labour Total: \$592.50

Legal:  
Applicable Taxes will be Calculated at Time of Billing.

By Signing this Agreement you agree to the Terms & Conditions

Subtotal:	\$1,322.50
Cable & Consumables Fee (3%):	\$21.90
Sales Tax:	\$0.00
Total:	\$1,344.40
Total Applied Payments:	\$0.00
Balance Due:	\$1,344.40

X \_\_\_\_\_  
Signature Date



38

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# QUOTE

Leadercast - Benson/1 screen

Quote Number 14-0874

Quote Number: 14-0874  
Name: Leadercast - Benson/1  
Account: Jon Moddle

Ship Date: 09/05/2014 7:00 AM  
Return Date: 09/05/2014 4:00 PM  
Status: Inquiry

## Terms and Conditions

### CANCELLATION

In the event of cancellation of this contract within 48 hours of the event, the customer shall pay SW/Showtime 50% of the total contract price. If cancellation is done on the day of the event, the customer shall pay SW/Showtime 100% of the total contract price.

### CUSTOMER AUTHORIZATION

The customer herewith requests and authorizes SW/Showtime to make all arrangements with the facility for union labour, electrical services, sound systems, patching and tables, chairs and/or risers, as they relate to the services being supplied under this contract. Furthermore, the customer herewith provides express instruction that the facility is to be advised to invoice the customer directly for all such charges.

### ELECTRICAL SYSTEMS

Any charges for electricity or electrical connection charges levied by the facility will be the responsibility of the customer and will be invoiced directly to the customer by the facility.

### EXTENSION OF RENTAL

To avoid inconvenience to other customers, any extension of the rental period must be arranged prior to termination of the original rental period.

### GUARANTEE & RESPONSIBILITY LIMITATION

SW/Showtime guarantees performance of equipment and continuity of operation under normal circumstances. We assume no responsibility for circumstances beyond our control such as power failure or malfunctioning of systems supplied by others. In all cases SW/Showtime's liability is limited to the amount of the SW/Showtime's contract. In no event shall SW/Showtime be liable for special, indirect or consequential damages.

### INSURANCE

Damage insurance is charged at 2% of the equipment rental and is levied to cover any minor repairs required. This insurance does not cover the full replacement value of the equipment rented, should the unit be lost, stolen or damaged beyond repair. The customer is hereby advised of his responsibility to safeguard the equipment at all times and ensure the security of the facility room when not occupied.

### INVOICING

Invoices are payable upon receipt and interest on all unpaid sums thereafter shall accrue at 2% per month. If you are exempt from the Goods and Services Tax and/or Provincial Sales Tax, please provide your tax exempt numbers or exemption certificates.

### LAMPS

A spare projection lamp is provided with select equipment. If the spare lamp is used, the damaged lamp must be returned with equipment. If not returned, there will be a charge equivalent to the cost of such lamp.

### OVERTIME

Overtime will be charged for all hours worked over and above 8 hours in a day at 1.5 times the hourly rate. All hours worked over and above 12 hours in a day will be charged at 2 times the hourly rate. The hourly rate is determined by dividing the daily rate by 8 hours.

### PATCHING

Any audio and/or video patching fees or concession charges levied by the facility will be the responsibility of the customer and will be invoiced directly to the customer by the facility.

### PICKUP & RETURN

Rental equipment will be prepped and ready for customer pick-up by 2:00pm each day. If the equipment is required earlier, an additional rental day may be charged. All Rental Equipment must be returned by 12:00 am to avoid an extra full day charge. Weekend rentals are charged at 1.5 times the daily rate. When delivery or pickup is undertaken by SW/Showtime, such delivery or pickup is at the customer's expense.

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**PROVINCIAL SALES TAX**

Provincial Sales Tax is applicable in accordance with the legislation of the province where the function is held.

**RENTAL PERIOD**

Minimum rental period is one day. Rental period starts on the day contracted for and stops on the day when the equipment is returned to SW/Showtime.

**RESERVATION OF EQUIPMENT AND PERSONNEL**

Pricing is subject to change based upon local availability of equipment and personnel at the time of confirmation.

**SOUND SYSTEMS**

Any charges levied by the facility for the use of the built-in sound system or for connection to the built-in sound system will be the responsibility of the customer and will be invoiced directly to the customer by the facility.

**TERMS**

Your signature on this estimate is a binding contract for both parties. Reservations are made on a "First-come, First-serve" basis.

**TRANSPORTATION**

Transportation costs of the equipment and/or personnel by common carrier will be charged at cost + 5%. The amount shown on the estimate is approximate and will be adjusted at the time of invoicing.

**UNION LABOUR**

In any facility where union labour must be used in order to provide our services, these costs will be the responsibility of the customer and will be invoiced directly to the customer by the facility.

**WAGES**

Personnel wages are based on normal working hours Monday through Friday 7:00 a.m. to 8:00 p.m. Should the hours worked be outside of this period, labour will be charged at the applicable hourly rates. Please refer to our "Audio Visual Price List".

I AGREE TO THE SUPPLEMENTARY CONDITIONS AS STATED ABOVE



38

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# QUOTE

Leadercast - Benson/2 screen

Quote Number 14-0876

Client	Venue / Site
VANCOUVER ISLAND CONFERENCE CENTER 101 Gordon St Nanaimo, BC V9R 5J8	VANCOUVER ISLAND CONFERENCE CENTER 101 Gordon St Nanaimo, BC V9R 5J8

## Quote Information

Quote Number: 14-0876	Terms: COD
Name: Leadercast - Benson/2	Shipping Method:
Account: Jon Moddle	Customer PO #:
Ship Date: 09/05/2014 7:00 AM	Status: Inquiry
Return Date: 09/05/2014 4:00 PM	Sales Tax Rule: Calculated at Time of

## Quote Summary

Description	Cost
<i>Section 21</i>	
Balance Due	\$1,822.00

By signing below you acknowledge you have read and agree to the Terms and Conditions located on page two of this agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 VANCOUVER ISLAND CONFERENCE CENTER  
 CENTER  
 Title: \_\_\_\_\_

38

(b)(8)



SW Audio+Visual  
www.sw-online.com

Audio+Visual

# Quote

Quote Number: 14-0876  
Leadercast - Benson/2 screen

<b>Client</b>
VANCOUVER ISLAND CONFERENCE CENTER 101 Gordon St Nanaimo, BC V9R 5J8

<b>Bill To</b>
VANCOUVER ISLAND CONFERENCE CENTER 101 Gordon St Nanaimo, BC V9R 5J8

<b>Venue / Site</b>
VANCOUVER ISLAND CONFERENCE CENTER 101 Gordon St Nanaimo, BC V9R 5J8

<b>Account Manager</b>	<b>Shipping Method</b>	<b>Customer PO</b>	<b>Warehouse</b>	<b>Terms</b>	<b>Tax Rule</b>
Jon Moddle	N/A		Nanaimo	COD	Calculated at Time of Billing

<b>Ship Date</b>	<b>Load In</b>	<b>Show Start</b>	<b>Load Out</b>	<b>Return Date</b>	<b>Discount</b>
09/05/2014 7:00 AM		09/05/2014 7:30 AM	09/05/2014 3:00 PM	09/05/2014 4:00 PM	

Type	Qty.	Description	Note	Time	Rate	Disc %	Price	Price Ext.
------	------	-------------	------	------	------	--------	-------	------------

Equipment  
Section 21

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Equipment: \$1,150.00

### Labour

Section 21

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Labour Total: \$637.50

Legal:  
Applicable Taxes will be Calculated at Time of Billing.

By Signing this Agreement you agree to the Terms & Conditions

Subtotal:	\$1,787.50
Cable & Consumables Fee (3%):	\$34.50
Sales Tax:	\$0.00
Total:	\$1,822.00
Total Applied Payments:	\$0.00
Balance Due:	\$1,822.00

X \_\_\_\_\_  
Signature Date

**38****(b)(8)**

# QUOTE

Leadercast - Benson/2 screen

Quote Number 14-0876

Quote Number: 14-0876  
Name: Leadercast - Benson/2  
Account: Jon Middle

Ship Date: 09/05/2014 7:00 AM  
Return Date: 09/05/2014 4:00 PM  
Status: Inquiry

## Terms and Conditions

### CANCELLATION

In the event of cancellation of this contract within 48 hours of the event, the customer shall pay SW/Showtime 50% of the total contract prices. If cancellation is done on the day of the event, the customer shall pay SW/Showtime 100% of the total contract prices.

### CUSTOMER AUTHORIZATION

The customer herewith requests and authorizes SW/Showtime to make all arrangements with the facility for union labour, electrical services, sound systems, patching and tables, chairs and/or risers, as they relate to the services being supplied under this contract. Furthermore, the customer herewith provides express instruction that the facility is to be advised to invoice the customer directly for all such charges.

### ELECTRICAL SYSTEMS

Any charges for electricity or electrical connection charges levied by the facility will be the responsibility of the customer and will be invoiced directly to the customer by the facility.

### EXTENSION OF RENTAL

To avoid inconvenience to other customers, any extension of the rental period must be arranged prior to termination of the original rental period.

### GUARANTEE & RESPONSIBILITY LIMITATION

SW/Showtime guarantees performance of equipment and continuity of operation under normal circumstances. We assume no responsibility for circumstances beyond our control such as power failure or malfunctioning of systems supplied by others. In all cases SW/Showtime's liability is limited to the amount of the SW/Showtime's contract. In no event shall SW/Showtime be liable for special, indirect or consequential damages.

### INSURANCE

Damage insurance is charged at 2% of the equipment rental and is levied to cover any minor repairs required. This insurance does not cover the full replacement value of the equipment rented, should the unit be lost, stolen or damaged beyond repair. The customer is hereby advised of his responsibility to safeguard the equipment at all times and ensure the security of the facility room when not occupied.

### INVOICING

Invoices are payable upon receipt and interest on all unpaid sums thereafter shall accrue at 2% per month. If you are exempt from the Goods and Services Tax and/or Provincial Sales Tax, please provide your tax exempt numbers or exemption certificates.

### LAMPS

A spare projection lamp is provided with select equipment. If the spare lamp is used, the damaged lamp must be returned with equipment. If not returned, there will be a charge equivalent to the cost of such lamp.

### OVERTIME

Overtime will be charged for all hours worked over and above 8 hours in a day at 1.5 times the hourly rate. All hours worked over and above 12 hours in a day will be charged at 2 times the hourly rate. The hourly rate is determined by dividing the daily rate by 8 hours.

### PATCHING

Any audio and/or video patching fees or concession charges levied by the facility will be the responsibility of the customer and will be invoiced directly to the customer by the facility.

### PICKUP & RETURN

Rental equipment will be prepped and ready for customer pick-up by 2:00pm each day. If the equipment is required earlier, an additional rental day may be charged. All Rental Equipment must be returned by 11:00 am to avoid an extra full day charge. Weekend rentals are charged at 1.5 times the daily rate. When delivery or pickup is undertaken by SW/Showtime, such delivery or pickup is at the customer's expense.

**PROVINCIAL SALES TAX**

Provincial Sales Tax is applicable in accordance with the legislation of the province where the function is held.

**RENTAL PERIOD**

Minimum rental period is one day. Rental period starts on the day contracted for and stops on the day when the equipment is returned to SW/Showtime.

**RESERVATION OF EQUIPMENT AND PERSONNEL**

Pricing is subject to change based upon local availability of equipment and personnel at the time of confirmation.

**SOUND SYSTEMS**

Any charges levied by the facility for the use of the built-in sound system or for connection to the built-in sound system will be the responsibility of the customer and will be invoiced directly to the customer by the facility.

**TERMS**

Your signature on this estimate is a binding contract for both parties. Reservations are made on a "First-come, First-serve" basis.

**TRANSPORTATION**

Transportation costs of the equipment and/or personnel by common carrier will be charged at cost + 5%. The amount shown on the estimate is approximate and will be adjusted at the time of invoicing.

**UNION LABOUR**

In any facility where union labour must be used in order to provide our services, these costs will be the responsibility of the customer and will be invoiced directly to the customer by the facility.

**WAGES**

Personnel wages are based on normal working hours Monday through Friday 7:00 a.m. to 8:00 p.m. Should the hours worked be outside of this period, labour will be charged at the applicable hourly rates. Please refer to our "Audio Visual Price List".

**I AGREE TO THE SUPPLEMENTARY CONDITIONS AS STATED ABOVE.**





38 (b)(9)

# QUOTE

Leadercast - Meeting Room 1 screen  
Quote Number 14-0877

## Client

## Venue / Site

VANCOUVER ISLAND CONFERENCE CENTER  
101 Gordon St  
Nanaimo, BC V9R 5J8

VANCOUVER ISLAND CONFERENCE CENTER  
101 Gordon St  
Nanaimo, BC V9R 5J8

## Quote Information

Quote Number:	14-0877	Terms:	COD
Name:	Leadercast - Meeting Room	Shipping Method:	
Account:	Jon Moddle	Customer PO #:	
Ship Date:	09/05/2014 7:00 AM	Status:	Inquiry
Return Date:	09/05/2014 4:00 PM	Sales Tax Rule:	Calculated at Time of

## Quote Summary

Description	Cost
<i>Section 21</i>	
[Redacted Content]	
Balance Due	\$963.55

By signing below you acknowledge you have read and agree to the Terms and Conditions located on page two of this agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 VANCOUVER ISLAND CONFERENCE CENTER  
 CENTER  
 Title: \_\_\_\_\_

38

(b)(9)



SW Audio+Visual  
www.sw-online.com

# Quote

Quote Number: 14-0877  
Leadercast - Meeting Room 1 screen

Audio+Visual

<b>Client</b> VANCOUVER ISLAND CONFERENCE CENTER 101 Gordon St Nanaimo, BC V9R 5J8	<b>Bill To</b> VANCOUVER ISLAND CONFERENCE CENTER 101 Gordon St Nanaimo, BC V9R 5J8	<b>Venue / Site</b> VANCOUVER ISLAND CONFERENCE CENTER 101 Gordon St Nanaimo, BC V9R 5J8
--	---	--

<b>Account Manager</b> Jon Moddle	<b>Shipping Method</b> N/A	<b>Customer PO</b>	<b>Warehouse</b> Nanaimo	<b>Terms</b> COD	<b>Tax Rule</b> Calculated at Time of Billing
--------------------------------------	-------------------------------	--------------------	-----------------------------	---------------------	---

<b>Ship Date</b> 09/05/2014 7:00 AM	<b>Load In</b>	<b>Show Start</b> 09/05/2014 7:30 AM	<b>Load Out</b> 09/05/2014 3:00 PM	<b>Return Date</b> 09/05/2014 4:00 PM	<b>Discount</b>
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Type	Qty.	Description	Note	Time	Rate	Disc %	Price	Price Ext.
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**Equipment**  
*Section 21*

							<b>Equipment:</b>	<b>\$535.00</b>
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**Labour**  
*Section 21*

							<b>Labour Total:</b>	<b>\$412.50</b>
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Legal:  
Applicable Taxes will be Calculated at Time of Billing.  
By Signing this Agreement you agree to the Terms & Conditions

Subtotal:	\$947.50
Cable & Consumables Fee (3%):	\$16.05
Sales Tax:	\$0.00
Total:	\$963.55
Total Applied Payments:	\$0.00
Balance Due:	\$963.55

X \_\_\_\_\_  
Signature Date



Audio Visual

38

(b)(9)

# QUOTE

Leadercast - Meeting Room 1 screen

Quote Number 14-0877

Quote Number: 14-0877  
 Name: Leadercast - Meeting Room  
 Account: Jon Moddle

Ship Date: 09/05/2014 7:00 AM  
 Return Date: 09/05/2014 4:00 PM  
 Status: Inquiry

## Terms and Conditions

### CANCELLATION

In the event of cancellation of this contract within 48 hours of the event, the customer shall pay SW/Showtime 50% of the total contract prices. If cancellation is done on the day of the event, the customer shall pay SW Showtime 100% of the total contract prices.

### CUSTOMER AUTHORIZATION

The customer herewith requests and authorizes SW/Showtime to make all arrangements with the facility for union labour, electrical services, sound systems, patching and tables, chairs and/or risers, as they relate to the services being supplied under this contract. Furthermore, the customer herewith provides express instruction that the facility is to be advised to invoice the customer directly for all such charges.

### ELECTRICAL SYSTEMS

Any charges for electricity or electrical connection charges levied by the facility will be the responsibility of the customer and will be invoiced directly to the customer by the facility.

### EXTENSION OF RENTAL

To avoid inconvenience to other customers, any extension of the rental period must be arranged prior to termination of the original rental period.

### GUARANTEE & RESPONSIBILITY LIMITATION

SW/Showtime guarantees performance of equipment and continuity of operation under normal circumstances. We assume no responsibility for circumstances beyond our control such as power failure or malfunctioning of systems supplied by others. In all cases SW/Showtime's liability is limited to the amount of the SW/Showtime's contract. In no event shall SW/Showtime be liable for special, indirect or consequential damages.

### INSURANCE

Damage insurance is charged at 2% of the equipment rental and is levied to cover any minor repairs required. This Insurance does not cover the full replacement value of the equipment rented, should the unit be lost, stolen or damaged beyond repair. The customer is hereby advised of his responsibility to safeguard the equipment at all times and ensure the security of the facility room when not occupied.

### INVOICING

Invoices are payable upon receipt and interest on all unpaid sums thereafter shall accrue at 2% per month. If you are exempt from the Goods and Services Tax and/or Provincial Sales Tax, please provide your tax exempt numbers or exemption certificates.

### LAMPS

A spare projection lamp is provided with select equipment. If the spare lamp is used, the damaged lamp must be returned with equipment. If not returned, there will be a charge equivalent to the cost of such lamp.

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Overtime will be charged for all hours worked over and above 8 hours in a day at 1.5 times the hourly rate. All hours worked over and above 12 hours in a day will be charged at 2 times the hourly rate. The hourly rate is determined by dividing the daily rate by 8 hours.

### PATCHING

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Rental equipment will be prepped and ready for customer pick-up by 2:00pm each day. If the equipment is required earlier, an additional rental day may be charged. All Rental Equipment must be returned by 11:00 am to avoid an extra full day charge. Weekend rentals are charged at 1.5 times the daily rate. When delivery or pickup is undertaken by SW/Showtime, such delivery or pickup is at the customer's expense.

**PROVINCIAL SALES TAX**

Provincial Sales Tax is applicable in accordance with the legislation of the province where the function is held.

**RENTAL PERIOD**

Minimum rental period is one day. Rental period starts on the day contracted for and stops on the day when the equipment is returned to SW/Showtime.

**RESERVATION OF EQUIPMENT AND PERSONNEL**

Pricing is subject to change based upon local availability of equipment and personnel at the time of confirmation.

**SOUND SYSTEMS**

Any charges levied by the facility for the use of the host-in sound system or for connection to the built-in sound system will be the responsibility of the customer and will be invoiced directly to the customer by the facility.

**TERMS**

Your signature on this estimate is a binding contract for both parties. Reservations are made on a "First-come, First-serve" basis.

**TRANSPORTATION**

Transportation costs of the equipment and/or personnel by common carrier will be charged at cost + 5%. The amount shown on the estimate is approximate and will be adjusted at the time of invoicing.

**UNION LABOUR**

In any facility where union labour must be used in order to provide our services, these costs will be the responsibility of the customer and will be invoiced directly to the customer by the facility.

**WAGES**

Personnel wages are based on normal working hours Monday through Friday 7:00 a.m. to 8:00 p.m. Should the hours worked be outside of this period, labour will be charged at the applicable hourly rates. Please refer to our "Audio Visual Price List".

I AGREE TO THE SUPPLEMENTARY CONDITIONS AS STATED ABOVE.



# Audio+Visual

Technology & Creativity  
Working for You

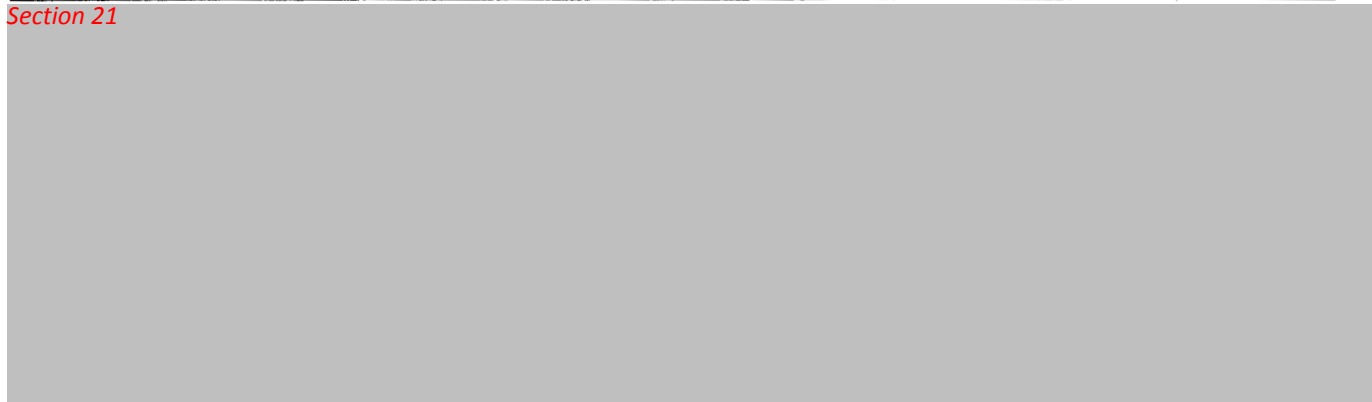
Visit us online  
Call Toll Free 1.800.909.7928  
Head Office 1250 Ellis Street, Kelowna V1Y 1Z4

INVOICE TO:		DELIVERY ADDRESS:		Our Job#: 132183-1 Order Status: Tentative Order Sales Person: Nick Barrett	
VANCOUVER ISLAND CONFERENCE CENTER 101 Gordon St Nanaimo, BC V9R 5J8					
ATTENTION: PHONE: FAX: EMAIL:		JOB SITE: ROOM: CONTACT: PHONE:		PO: CUSTOMER #: TERMS: COD	
ORDER DATE & TIME: MAR 11 13 14:21:24	start DATE & TIME: MAY 10 13 08:00	End DATE & TIME: MAY 10 13	DELIVERY VIA:		
DATE & TIME:	DATE & TIME:	DATE & TIME:	RETURN VIA:		

**ORDER DESCRIPTION: Nanaimo Daily News**

EQUIPMENT				
QTY	DESCRIPTION	DURATION	UNIT PRICE	EXTENDED

Section 21



Equipment Total: \$2,000.00

**LABOUR**

DATE	TIME	QTY	PERSONNEL/TASK	DURATION	UNIT PRICE	EXTENDED
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Section 21



Vancouver Tel: 778.327.5878 van@sw-online.com	Victoria Tel: 250.220.2609 vic@sw-online.com	Kelowna Tel: 250.868.3333 kel@sw-online.com	Kamloops Tel: 250.828.2088 kam@sw-online.com	Penticton Tel: 250.487.2333 pen@sw-online.com	Vernon Tel: 250.503.1397 ver@sw-online.com	Nanaimo Tel: 250.244.4051 nan@sw-online.com
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**38**

(b)(10)



# Audio+Visual

Technology & Creativity  
Working for YouVisit us online at [www.sw-online.com](http://www.sw-online.com)

Call Toll Free 1.800.909.7928

Head Office 1250 Ellis Street, Kelowna V1Y 1Z4

**Labour Total: \$585.00**

\* Pricing is subject to change based upon availability of equipment & personnel at the time of confirmation. To confirm this order, please sign below and fax back as soon as possible. Fax: (250) 868-3313

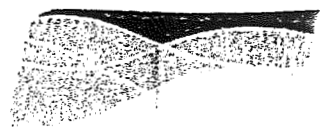
Please note that if this quotation does not show tax that the applicable taxes will be added at the time of invoicing.

<b>EQUIPMENT TOTAL:</b>	<b>\$2,000.00</b>
<b>LABOUR TOTAL:</b>	<b>\$585.00</b>
<b>SALE ITEMS TOTAL:</b>	
<b>DELIVERY &amp; PICK-UP:</b>	<b>\$0.00</b>
<b>SERVICE CHARGE:</b>	
<b>TAX TOTAL:</b>	
<b>HST TOTAL:</b>	<b>\$310.20</b>
<b>GRAND TOTAL:</b>	<b>\$2,895.20</b>

\_\_\_\_\_  
Customer Signature\_\_\_\_\_  
Customer Printed Name\_\_\_\_\_  
Date

Our Job#: 132183-1

Vancouver Tel: 778.327.5878 <a href="mailto:van@sw-online.com">van@sw-online.com</a>	Victoria Tel: 250.210.2609 <a href="mailto:vic@sw-online.com">vic@sw-online.com</a>	Kelowna Tel: 250.868.3333 <a href="mailto:kwl@sw-online.com">kwl@sw-online.com</a>	Kamloops Tel: 250.828.2080 <a href="mailto:kam@sw-online.com">kam@sw-online.com</a>	Penticton Tel: 250.487.2333 <a href="mailto:pen@sw-online.com">pen@sw-online.com</a>	Vernon Tel: 250.503.1397 <a href="mailto:ver@sw-online.com">ver@sw-online.com</a>	Nanaimo Tel: 250.244.4051 <a href="mailto:nano@sw-online.com">nano@sw-online.com</a>
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VANCOUVER ISLAND  
CONFERENCE CENTRE

**AUTHORIZATION TO BILL TO A 3<sup>RD</sup> PARTY CREDIT CARD**

DATE: Apr 9, 2014 CARDHOLDER NAME: Section 22

CARD NUMBER: Section 22

ACCOUNT TYPE:

CARDHOLDERS SIGNATURE:

I certify that all information is complete and accurate. I hereby authorize Vancouver Island Conference Centre to collect payment for all charges as indicated in the Charges to be applied section of this form by processing a charge to the credit card listed above. Charges must not exceed \$1,070.00 for the entire event. I understand that a new form will have to be completed if guest wishes to extend his/her event. I certify that I am the authorized signer of the credit card listed above.

CARDHOLDERS MAILING ADDRESS: Section 22  
CITY: Nanaimo PROVINCE: \_\_\_\_\_  
CARDHOLDERS TELEPHONE NUMBER: \_\_\_\_\_

NAME OF EVENT: Leadership 2014  
CHECK IN DATE: \_\_\_\_\_ CHECK OUT DATE: \_\_\_\_\_  
BUSINESS/PERSONAL MAILING ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ PROVINCE/STATE: \_\_\_\_\_ POSTAL/ZIP CODE: \_\_\_\_\_  
BUSINESS/PERSONAL TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

- CHARGES TO BE APPLIED:
- DEPOSIT(S) FOR EVENT
  - ROOM & TAXES
  - FOOD & BEVERAGE & TAXES
  - AUDIO VISUAL & TAXES
  - ALL CHARGES
  - DOLLAR LIMIT: \$ 1,070

If a dollar limit applies, please specify the total amount. Note that the amount is in Canadian Dollars.

38 (b)(11)



VANCOUVER ISLAND  
CONFERENCE CENTRE

# Payment Receipt

Nanaimo Daily News  
B1, 2575 McCullough Road  
Nanaimo, BC V9S 5W5  
Canada

Receipt **Section 22**

Towards

Event: Nanaimo Daily News (9846)  
Function: Booking Function  
Order: 28660

Date	Transaction	Credit Card Number	Amount
14/04/2014	<b>Section 22</b>	<b>Section 22</b>	CAD-1,070.00

RECEIVED APR 14 2014

Signature: \_\_\_\_\_

Print Name: EVENT DATE MAY 09, 2014



38

(b)(12)



VANCOUVER ISLAND  
CONFERENCE CENTRE

Nanaimo Daily News

Number of People 350

Time: Daytime Event

Date: Friday, May 10th

**Room Rental**

Function	Detail	People	Days	Price	Cost	PST (7%)	GST (5%)	Sub Totals
<i>Section 21</i>								
					Room Rental Subtotals	1375.00	68.75	\$ 1,443.75

**Food & Beverage**

Detail	Quantity	Price	Cost	PST (10%)	GST (5%)	Service Charge (1.5%)		
<i>Section 21</i>								
							Food & Beverage Subtotals	\$ -

**Audio-Visual Equipment**

Item	Detail	Quantity	Price	Cost	PST (7%)	GST (5%)	
<i>Section 21</i>							
				Audio-visual Subtotals	1,300.00	89.25	65.00
							\$ 1,454.25

**Labour Charges & Misc. Fees**

Item	Detail	Quantity	Price	Cost	PST (7%)	GST (5%)	
<i>Section 21</i>							
				Labour Charges & Misc. Fees Subtotal	585.00	-	29.25
							\$ 614.25

Administration Fee (2%)	65.20
GST on Administration Fee	3.26
<del>Grand Total</del>	<del>3,580.74</del>
Cost Per Person	\$ 10.23

1st Deposit due with the signed booking acknowledgement \$ 1,443.75

2nd deposit due two weeks prior to the event (75% of estimated F&B and Audio-Visual Charges) \$ 1,602.72

Final payment due one day prior to the event (estimate depending on final charges) \$ 534.24

Audio visual  
labour  
Room Rental

4.00 x 1000 coffee \*  
250.00

\* No Hidden fees  
per Cameron

\$65.00 ticket.



Nanaimo Daily News

Number of People 350

Time: Daytime Event Date: Friday, May 10th

**Room Rental**

Function	Detail	People	Days	Price	Cost	PST (7%)	GST (5%)	Sub Totals
<i>Section 21</i>								
Room Rental Subtotals					1375.00		68.75	\$ 1,443.75

**Food & Beverage**

Detail	Quantity	Price	Cost	PST (10%)	GST (5%)	Service Charge (15%)	
<i>Section 21</i>							
Food & Beverage Subtotals							\$ -

**Audio-Visual Equipment**

Item	Detail	Quantity	Price	Cost	PST (7%)	GST (5%)	
<i>Section 21</i>							
Audio-visual Subtotals				1,300.00	89.25	65.00	\$ 1,454.25

**Labour Charges & Misc. Fees**

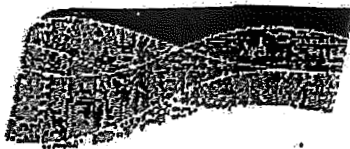
Item	Detail	Quantity	Price	Cost	PST (7%)	GST (5%)	
<i>Section 21</i>							
<i>Section 21</i>							\$ 614.25

Administration Fee (2%)	65.20
GST on Administration Fee	3.26
<b>Grand Total</b>	<b>\$ 3,580.71</b>

Cost Per Person	\$ 10.23
1st Deposit due with the signed booking acknowledgement	\$ 1,443.75
2nd deposit due two weeks prior to the event (75% of estimated F&B and Audio-Visual Charges)	\$ 1,602.72
Final payment due one day prior to the event (estimate depending on final charges)	\$ 534.24

38

b)(14)



# VANCOUVER ISLAND CONFERENCE CENTRE Invoice?

## AUTHORIZATION TO BILL TO A 3<sup>RD</sup> PARTY CREDIT CARD

DATE: Apr 15 2013 CARDHOLDER NAME: [Redacted] Section 22

CARD NUMBER: \_\_\_\_\_ EXP: \_\_\_\_\_

- VISA
- M/C
- AMEX
- DISCOVER
- JCB

ACCOUNT TYPE:  INDIVIDUAL (PERSONAL CREDIT CARD)

CORPORATE/COMPANY NAME \_\_\_\_\_

CARDHOLDERS SIGNATURE: \_\_\_\_\_

I certify that all information is complete and accurate. I hereby authorize Vancouver Island Conference Centre to collect payment for all charges as indicated in the Charges to be applied section of this form by processing a charge to the credit card listed above. Charges must not exceed \_\_\_\_\_ for the entire event. I understand that a new form will have to be completed if guest wishes to extend his/her event. I certify that I am the authorized signer of the credit card listed above.

CARDHOLDERS MAILING ADDRESS: [Redacted] Section 22  
 CITY: Nanaimo PROVINCE  
 CARDHOLDERS TELEPHONE NUMBER: [Redacted]

NAME OF EVENT: Leaders Conf  
 CHECK IN DATE: May 10 2013 CHECK OUT DATE: May 10 2013  
 BUSINESS/PERSONAL MAILING ADDRESS: [Redacted] Section 22  
 CITY: Nanaimo BC PROVINCE/S  
 BUSINESS/PERSONAL TELEPHONE NUMBER: [Redacted]

- CHARGES TO BE APPLIED:
- DEPOSIT(S) FOR EVENT
  - ROOM & TAXES
  - FOOD & BEVERAGE & TAXES
  - AUDIO VISUAL & TAXES
  - ALL CHARGES

Section 22  
 \_\_\_\_\_  
 If a dollar sign applies, please specify the total amount. Note that the amount is in Canadian Dollars.

38

02

(b)(14)

## Booking Acknowledgment

Organization Authorized Signature

Date

April 5 2013

1st deposit is 100% of room rental and is payable at time of signing this Booking Acknowledgement (Taxes and administration fees are not reflected in this total and will appear on the final Event Order).

2nd deposit is due 90 days prior to the event and represents 30% of projected food revenues. An additional 25% will be required 2 weeks prior to event.

Final Payment is due one (1) day prior to the day of the event.

### Contract

Please return this Booking Acknowledgement signed within 7 business days of receipt. Failure to return within 7 business days will be interpreted as release of held space by the client. Please note this document represents qualifying booked space only and does not address additional costs related to event/s.

### Cancellation Policy

Cancellations will warrant the following fees: 30 days or less are billed at 100% of all \*projected revenues; 60 days to 31 days are billed at 50% of all \*projected revenues; and 61 days to 90 days are billed at 25% of all \*projected revenues.

\*Projected Revenues represent calculations of Food and Beverages based on the said number of forecasted delegates here-in multiplied by the following meal periods depicted as follows:

Coffee Breaks: \$4.00 per person minimum

Breakfast: \$13.00 per person minimum

Lunch: \$20.00 per person minimum

Dinner: \$35.00 per person minimum

Reception: \$15.00 per person minimum

Bar Service: \$5.50 per person minimum

Signature above verifies client understanding of the cancellation policy, and deposit requirements.

### Outside Food Policy

All Food & Beverage must be supplied by The Vancouver Island Conference Centre. Breach of this policy will warrant a \$10.00 per person surcharge on the final bill.

### Taxes, Fees, and Service Charges

Food & beverage items are subject to 15% service charge, 12% HST tax.

Audiovisual items are subject to 12% HST tax.

All charges are subject to a 2% administration fee.

### Note

The above charges are based on room rental only. All other fees and charges will appear on the final Event Order.

~~Ryan Leadership Summit~~

38

(12/15)

~~678-225-3532~~

# Leadercast

## Join Us!



Andy Stanley



Malcolm Gladwell



Archbishop  
Desmond Tutu



Randall Wallace



Jack Welch



Laura Schreier



Dr. Henry Cloud



Simon Sinek



Laura Bush



Cat Pealey  
Co-host



Trip Crosby  
Co-host

### Leadercast Menu

9:30 - 3pm

$$\begin{array}{r}
 592.50 \\
 90.00 \\
 \hline
 682.50
 \end{array}$$

Feed 7

9 start

3pm

760

210

240

$$\begin{array}{r}
 1210
 \end{array}$$

Leadercast exists to positively change the way the world thinks about leadership. This year's theme—Beyond You—challenges leaders to focus outward rather than inward. Experience Leadercast live on May 9, 2014 and discover what it means to be a leader worth following.

## May 9, 2014

Learn more at [leadercast.com](http://leadercast.com)

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(b) (16)

Cancellation of 2014 Event

8  
3

05 OA5752: 1940C - Cancelled & Archived Events: Vancouver Island Conference Centre

File Options Recent Window View Help

Cancelled & Archived Events

Options... On

Refresh

Start: 08/05/14 End Date: 05/06/14 Event ID: 9846 Description: Search: Purge Indicator:

Star	Start	End Date	End Time	Description	Status	Event ID	Delete
01/07/14	07:00 AM	01/07/14	03:00 PM	NANAIMO PA NANAIMO DAILY NEWS HOLDING THIS DATE UNTIL CONFIRMATION OF SCHEDULE EVENT AT A LATER DATE	Cancelled	9846	

Event Bookings Housing Diary Folder Contracts Functions Statistics Orders

Diary	Diary Rep Name	Text	Entry Type	Status
20/05/14 03:30 PM	Edwards-Ma...		Background...	Cancelled (X)
16/05/14 02:06 PM	Shepherd, J...	Event status changed from Firm/Definite- Contract Signed (30) to Cancelled (80) by EEMAILLOUX		New (N)
16/05/14 02:06 PM	Tacon, Denise	Event status changed from Firm/Definite- Contract Signed (30) to Cancelled (80) by EEMAILLOUX		New (N)
16/05/14 02:06 PM	Branter, So...	Event status changed from Firm/Definite- Contract Signed (30) to Cancelled (80) by EEMAILLOUX		New (N)
06/05/14 01:21 PM	Edwards-Ma...		Backgrou...	Cancelled (X)
06/05/14 01:20 PM	Tacon, Denise	Event status changed from Request/Inquiry-Proposal (10) to Tentative- Contract sent (28) by EEMAILLOUX		Cancelled (X)
06/05/14 01:20 PM	Branter, So...	Event status changed from Request/Inquiry-Proposal (10) to Tentative- Contract sent (28) by EEMAILLOUX		Cancelled (X)
06/05/14 12:58 PM	Tacon, Denise	Event Nanaimo Daily News (9846) is booked with status Request/Inquiry-Proposal (10) by EEMAILLOUX on 02/14/14 12:58 PM		Cancelled (X)
06/05/14 12:58 PM	Branter, So...	Event Nanaimo Daily News (9846) is booked with status Request/Inquiry-Proposal (10) by EEMAILLOUX on 02/14/14 12:58 PM		Cancelled (X)
11/04/14 04:24 PM	Shepherd, John	EE: Received payment...receipt will be issued on Monday	Background...	
28/03/14 03:28 PM	Shepherd, John	EE: received signed booking acknowledgement...Andrea will be away for a week...she will send the deposit once she returns. John Shepherd has been working with her regarding her audio visual needs and set up.	Background...	
14/03/14 01:21 PM	Edwards-Ma...	Section 22	background...	

1 Cancelled & Archived Events

11:56 AM 22/05/2014

38 (91) (16)

Nanaimo Daily News Events since  
VICE opening 2008

File Options Report Window Help

General View Fields | Subscriptions | Billing | Rates | Special Rates | Print | Labels | Coverage | Search | Misc | Payables

Account Link: (Edit)

Contact: Clay, Judy  
 Contact: Nicholas Hight  
 Contact: Boulder-Taylor, Audrey

Main: (450) 729-4200  
 E-Mail: [judy@nanaimodailynews.com](mailto:judy@nanaimodailynews.com)

Name: Nanaimo Daily News (08000767)  
 Address: 83, 2576 McDougall Road  
 Nanaimo, British Columbia V9S 5W5  
 Affiliations:

Market Segment: Social - Christmas Party  
 Account Type: Month  
 Account Step: Edwards-Malcolm, Elvina  
 Products & Services:

ID: \_\_\_\_\_ Description: \_\_\_\_\_ Start Date: 08/04/10 - 08/30/10 Refresh

In D...	Out Date	Search	Description	Status	Qty	Price	Amount	# of Ord...	# of DU...
01/07/11	01/07/11	NANAIMO...	Nanaimo Daily News HOLDING THIS DATE UNTIL CONFIRMATION O...	Cancelled	9846	3	29538	3	3
04/04/11	06/04/11	NANAIMO...	Nanaimo Daily News - every 2nd issue looking	Cancelled	3102	1	3102	1	1
10/05/13	10/05/13	NANAIMO...	Nanaimo Daily News	Cancelled	3191	1	3191	1	1
10/05/13	10/05/13	NANAIMO...	Nanaimo Daily News	Cancelled	9215	1	9215	1	1
15/03/13	17/03/13	NANAIMO...	Nanaimo Daily News	Cancelled	9908	1	9908	1	1
15/03/13	17/03/13	NANAIMO...	Nanaimo Daily News	Cancelled	9069	1	9069	1	1
21/09/12	21/09/12	NANAIMO...	Nanaimo Daily News	Cancelled	8626	1	8626	1	1
04/12/10	04/12/10	NANAIMO...	Nanaimo Daily News	Cancelled	4462	1	4462	1	1

Ready

Products & Services

Print

Note:  
 Nanaimo Daily  
 News has  
 cancelled every  
 booking since  
 2008



VANCOUVER ISLAND  
CONFERENCE CENTRE

# Cancelled/Lost Business

By Reason

Events Ending July-01-14 - July-05-14

**Cancelled Business: Customer Cancelled**

**Honda Canada**

Diane Byrne (9819) 02/07/2014 - 04/07/2014 Cancelled On 09/04/2014 By EEMAILLOUX

No Department Assigned	CAD0.21
House Services-Banquet Set-up	3.00

CAD3.21

**High Test (Currently bidding on the same event as Honda Canada (9835) 02/07/2014 - 04/07/2014 Cancelled On 25/04/2014 By RECEPTION)**

No Department Assigned	CAD0.21
House Services-Banquet Set-up	3.00

CAD3.21

**Nehalem Daily News HOLDING THIS DATE UNTIL CONFIRMATION OF SCHEDULE EVENT AT A LATER DATE (9846) 01/07/2014 Cancelled On 16/06/2014 By EEMAILLOUX**

No Department Assigned	CAD0.00
Audio Visual>Show Decoration	0.00
Food and Beverage	0.00
House Services-Banquet Set-up	0.00

CAD0.00

**Totals For Customer Cancelled: CAD6.42**

**Total # of Events: 3**

**Grand Total For Cancelled/Lost Business: CAD6.42**

**Grand Total # of Events: 3**

*We moved the deposit money to a new date. In case the client wished to apply it to something new. Denise*



Denise Tacon

From: Denise Tacon [dtacon@viconference.com]
Sent: May-02-14 2:00 PM
To: 'Rosato-Taylor, Andrea (NANAIMO)'
Subject: RE: Leader cast??????????????

Yes I have been informed that the Vancouver Island Rainbow Association is having a board meeting tonight.... fyi

Denise Tacon
General Manager-Vancouver Island Conference Centre
Office: 250-244-4065
Cell: 250-668-8422

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

From: Rosato-Taylor, Andrea (NANAIMO) [mailto:arosato-taylor@nanaimodailynews.com]
Sent: May-02-14 1:59 PM
To: Denise Tacon
Subject: Re: Leader cast??????????????

We are talking to coastal community the sponsor

We will get back to you shortly

Sent from my iPhone

On 2014-05-02, at 1:55 PM, "Denise Tacon" <dtacon@viconference.com> wrote:

- > What do you mean...
>
> As well I have just been on the phone- calls from the Vancouver Island
> Rainbow Association.....
>
> Denise Tacon
> General Manager-Vancouver Island Conference Centre
> Office: 250-244-4065
> Cell: 250-668-8422

Email threads
from 2014 Event

- > -----Original Message-----
> From: Rosato-Taylor, Andrea (NANAIMO)
> [mailto:arosato-taylor@nanaimodailynews.com]
> Sent: May-02-14 12:52 PM
> To: Denise Tacon
> Subject: Re: Leader cast??????????????

- > We have a call with coastal
>
> Sent from my iPhone

> On 2014-05-02, at 11:45 AM, "Denise Tacon" <dtacon@viconference.com> wrote:

>> Andrea,  
>>  
>> I have a problem- you need to call me as soon as possible  
>>  
>> Denise Tacon  
>> General Manager-Vancouver Island Conference Centre  
>> Office: 250-244-4065  
>> Cell: 250-668-8422  
>>  
>>  
>>

>> -----Original Message-----  
>> From: Rosato-Taylor, Andrea (NANAIMO)  
>> [mailto:arosato-taylor@nanaimodailynews.com]  
>> Sent: May-02-14 11:20 AM  
>> To: Denise Tacon  
>> Subject: Re: Leader cast??????????????

>> Thank you so much again they are not a sponsor of this event and that  
>> is why their name does not appear on any marketing materials as they  
>> are not associated with this event  
>>

>> Desmond  
>> Simon  
>> Laura schrop  
>> Malcolm glad well  
>>

>> And others have no santo gay agenda  
>>

>> Sent from my iPhone  
>>

>> On 2014-05-02, at 9:45 AM, "Denise Tacon" <dtacon@viconference.com> wrote:  
>>

>>> Andrea,  
>>>  
>>> Could you please provide verification that this event is not  
>>> affiliated with Chik-Fil A before I respond? I will include you in  
>>> the response for contact should she have further questions if that is ok.  
>>>

>>> Regards,  
>>>

>>> Denise Tacon  
>>> General Manager-Vancouver Island Conference Centre  
>>> Office: 250-244-4065  
>>> Cell: 250-668-8422  
>>>  
>>>  
>>>

>>> -----Original Message-----  
>>> From: Section 22  
>>> Sent: May-01-14 10:04 PM  
>>> To: dtacon@viconference.com  
>>> Subject: Leader cast????????????????

>>> do you realize the main sponsor of this event is Chik Fil A. The  
>>> owner of which is virulently anti gay, and the main speakers are  
>>> reparative therapists, which is no longer allowed, and leader in

>>> churches that are anti gay? Obviously Desmond Tutu is not, but many  
 >>> of the others are. Do we really need this kind of thing in Nanaimo,  
 >>> in a tax payer supported building? It was cancelled last year due to  
 >>> the same reasons, and nothing has changed this year. How can you  
 >>> support hosting an event sponsored by bigots? We fought this last  
 >>> year, and it was cancelled, and we will fight it again. We will be  
 >>> calling the local news programs again, *Section 22* was interviewed  
 >>> last  
 > year about this.  
 >>> Please reconsider hosting this event support your local LGBT  
 >>> community by sending a strong message by not allowing this to happen.  
 >>> *Section 22*  
 >>>  
 >>>  
 >  
 >

**Denise Tacon**

**From:** Denise Tacon [dtacon@viconference.com]  
**Sent:** May-05-14 12:03 PM  
**To:** 'Rosato-Taylor, Andrea (NANAIMO)'  
**Cc:** 'Ian Howat'; 'Elverna Edwards-Mailloux'  
**Subject:** RE: cancelation of VICC

Hello Andrea,

With all due respect on Friday May 2<sup>nd</sup> at 4:30pm I received a call from you saying "I guess I'm calling to cancel".

I was consoling, we discussed it, the deposit, and the application of these funds to an alternate date/event because normally when groups cancel in such short notice we would apply cancellation fees at full charge.

Your statement herein in paragraph two is correct- "the VICC cannot cancel the event" thus we canceled based on your discourse. I can only confirm to you the push-back we were having, to which all of my correspondence on Friday speaks to.

I have included Elverna's professional email for future reference. ([eemailloux@viconference.com](mailto:eemailloux@viconference.com))

Regards,

Denise Tacon  
General Manager-Vancouver Island Conference Centre  
Office: 250-244-4065  
Cell: 250-668-8422



**From:** Rosato-Taylor, Andrea (NANAIMO) [<mailto:arosato-taylor@nanaimodailynews.com>]  
**Sent:** May-05-14 11:47 AM  
**To:** Denise Tacon  
**Cc:** Ian Howat; Elverna Edwards-Mailloux  
**Subject:** cancelation of VICC

I am a bit confused I did not cancel the venue ---- I was told that it had to be canceled by you --- as there were concerns about the content of the event and the Rainbow Coalition had called regarding the VICC holding this event.

As I thought of it -- it occurred to me that the Conference Centre couldn't cancel this event as we are doing nothing illegal and in fact there is no discriminatory conversation that is going to take place or any type of hate mongering. It is all conjecture as to what people think might be the topics.

These speakers are paid \$60,000-\$100,000 dollars and are given very strict guidelines regarding their topics if they vary from this they will not be paid by Leadercast.

In addition this event is simulcast around the world to 800 cities including Victoria and Vancouver -- and they have had "0" issues.

Unless there is a policy that I do not understand ---- please call me

Thanks

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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**Denise Tacon**

**From:** John Shepherd [jshepherd@viconference.com]  
**Sent:** May-06-14 9:15 AM  
**To:** dtacon@viconference.com  
**Subject:** FW: May 9 - Leadercast

Hi Denise,

Please see below.

Regards,

John

**John Shepherd**  
Conference Services Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4059  
Fax: (250) 244-4055  
E-Mail: jshepherd@viconference.com



**VANCOUVER ISLAND  
CONFERENCE CENTRE**  
*Bold Ideas. Naturally.*

**From:** Rosato-Taylor, Andrea (NANAIMO) [mailto:arosato-taylor@nanaimodailynews.com]  
**Sent:** May-05-14 5:09 PM  
**To:** John Shepherd  
**Cc:** eemailloux@viconference.com  
**Subject:** RE: May 9 - Leadercast

Wow unbelievable

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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**From:** John Shepherd [mailto:jshepherd@viconference.com]  
**Sent:** Monday, May 05, 2014 5:02 PM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Cc:** [eemailloux@viconference.com](mailto:eemailloux@viconference.com)  
**Subject:** RE: May 9 - Leadercast

Hi Andrea,

Denise just informed me that at the Committee of the Whole Meeting, in progress right now, Council voted against allowing the Leadercast event.

Regards,

John

**John Shepherd**  
Conference Services Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4059  
Fax: (250) 244-4055  
E-Mail: [jshepherd@viconference.com](mailto:jshepherd@viconference.com)



VANCOUVER ISLAND  
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*Bold Ideas. Naturally.*

**From:** Rosato-Taylor, Andrea (NANAIMO) [mailto:[arosato-taylor@nanaimodailynews.com](mailto:arosato-taylor@nanaimodailynews.com)]  
**Sent:** April-29-14 1:19 PM  
**To:** John Shepherd  
**Cc:** [eemailloux@viconference.com](mailto:eemailloux@viconference.com)  
**Subject:** RE: May 9 - Leadercast

Thank you will see you Thursday at 11:30

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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**From:** John Shepherd [mailto:jshepherd@viconference.com]  
**Sent:** Tuesday, April 29, 2014 12:43 PM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Cc:** eemalloux@viconference.com  
**Subject:** RE: May 9 - Leadercast

Hi Andrea,

Attached is an event contract for holding the event in the Nanaimo River Room. Attendance has been set for 120 people. Changes are highlighted. The audio-visual costs have been adjusted as well.

See you at 11:30AM on Thursday.

Regards,

John

**John Shepherd**  
Conference Services Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4059  
Fax: (250) 244-4055  
E-Mail: jshepherd@viconference.com



**VANCOUVER ISLAND  
CONFERENCE CENTRE**  
*Hold Ideas. Naturally.*

**From:** Rosato-Taylor, Andrea (NANAIMO) [mailto:arosato-taylor@nanaimodailynews.com]  
**Sent:** April-29-14 11:00 AM  
**To:** John Shepherd  
**Cc:** eemalloux@viconference.com  
**Subject:** RE: May 9 - Leadercast

Yes perfect  
Also I may have to change our appt to 11:30 if that is ok

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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**From:** John Shepherd [mailto:[jshepherd@viconference.com](mailto:jshepherd@viconference.com)]  
**Sent:** Tuesday, April 29, 2014 10:19 AM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Cc:** [eamail@viconference.com](mailto:eamail@viconference.com)  
**Subject:** RE: May 9 - Leadercast

Hi Andrea,

The coffee/tea service will be served at 7:45AM.

If attendance is going to be less than 100, how about we move the event to the Nanaimo River Room? The room rental would be \$400. You would save \$670.00. The audio-visual costs would decrease as well.

The Nanaimo River Room will be held for you, and we will talk on Thursday.

Thursday at 10:00AM is confirmed. See you soon.

Regards,

John

**John Shepherd**  
Conference Services Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4059  
Fax: (250) 244-4055  
E-Mail: [jshepherd@viconference.com](mailto:jshepherd@viconference.com)



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*Hold Ideas. Naturally.*

**From:** Rosato-Taylor, Andrea (NANAIMO) [mailto:[erosato-taylor@nanaimodailynews.com](mailto:erosato-taylor@nanaimodailynews.com)]  
**Sent:** April-29-14 9:38 AM  
**To:** John Shepherd  
**Subject:** RE: May 9 - Leadercast

Can I come to see you Thursday —say 10:00 to talk about all of this

I only have about 45 tickets sold so far – I will want coffee served first thing

*Andrea Rosato-Taylor*  
**Sales Manager**

Nanaimo Daily News  
Harbour City Star  
Oceanside Star  
250-729-4248

38

(d)

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**From:** John Shepherd [mailto:[jshepherd@vicconference.com](mailto:jshepherd@vicconference.com)]  
**Sent:** Tuesday, April 29, 2014 8:54 AM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Subject:** RE: May 9 - Leadercast

Hi Andrea,

What time would you like the coffee/tea served?

How are ticket sales?

Regards,

John

**John Shepherd**  
Conference Services Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4059  
Fax: (250) 244-4055  
E-Mail: [jshepherd@vicconference.com](mailto:jshepherd@vicconference.com)



VANCOUVER ISLAND  
CONFERENCE CENTRE  
*Bald Ibis. Normally.*

---

**From:** Rosato-Taylor, Andrea (NANAIMO) [mailto:[arosato-taylor@nanaimodailynews.com](mailto:arosato-taylor@nanaimodailynews.com)]  
**Sent:** April-23-14 5:49 PM  
**To:** Jonathan Modde  
**Cc:** John Shepherd; Elvema Edwards-Mailloux  
**Subject:** RE: May 9 - Leadercast

Yes please – ticket sales are slow – so it will be interesting to me –how many folks we get.  
This stuff always makes me crazy –but you don't know what works until you try

Andrea Rosato-Taylor  
Sales Manager  
Nanaimo Daily News  
Harbour City Star  
Oceanside Star  
250-729-4248

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---

**From:** Jonathan Moddle [mailto:jmoddle@sw-online.com]  
**Sent:** Wednesday, April 23, 2014 5:39 PM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Cc:** John Shepherd; Elverna Edwards-Mailloux  
**Subject:** Re: May 9 - Leadercast

Good Day Andrea,

Just let us know what setup you would prefer and we will accommodate.

I am currently in touch with Ryan regarding the technical aspects. They will not provide the livestream feed until shortly before the event, I'm seeing when exactly they will have it up and running so we can test it as soon as possible.

Would you like to meet at the conference center at some point in the next two weeks to confirm the layout/orientation of the room?

Please contact me with any questions or concerns, thank you and have a great day.

Jonathan Moddle  
Technical Services Supervisor

SW Audio Visual Nanaimo  
T: 250.244.4051 | TF: 1.800.909.7928 | F: 250.244.4055  
[jmoddle@sw-online.com](mailto:jmoddle@sw-online.com)

[www.sw-online.com](http://www.sw-online.com)

Please consider the environment before printing this email.

On Wed, Apr 23, 2014 at 5:10 PM, Rosato-Taylor, Andrea (NANAIMO) <[arosato-taylor@nanaimodailynews.com](mailto:arosato-taylor@nanaimodailynews.com)> wrote:

Most likely I will not need 2 screens –but we will see

Are you guys ready with the technical side of info –have you run a test

Are you confident with the technology, feed etc?

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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---

**From:** John Shepherd [mailto:[jshepherd@viconference.com](mailto:jshepherd@viconference.com)]  
**Sent:** Wednesday, April 23, 2014 4:55 PM  
**To:** Rosato-Taylor, Andrea (NANAIMO); 'Elvema Edwards-Mailloix'  
**Cc:** [jmoddle@sw-online.com](mailto:jmoddle@sw-online.com)  
**Subject:** May 9 - Leadercast

Hi Andrea,

Attached is a revised event contract and the SW Audio-visual quotation. Changes are highlighted.

Please note:

- Coffee/Tea service has been added for 300 people

> The Audio-visual costs on this contract are for two projectors and screens – the best set-up.

38 (d)

Call me any time to discuss the details.

Regards,

John

**John Shepherd**

Conference Services Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4055  
Fax: (250) 244-4055  
E-Mail: [jshpherd@vconference.com](mailto:jshpherd@vconference.com)



**VANCOUVER ISLAND  
CONFERENCE CENTRE**  
*Bold Ideas. Naturally.*

**From:** Rosato-Taylor, Andrea (NANAIMO) [<mailto:arosato-taylor@nanaimodailynews.com>]  
**Sent:** April-23-14 11:08 AM  
**To:** Elverna Edwards-Mailloux  
**Cc:** 'John Shepherd'; [jmoddle@sw-online.com](mailto:jmoddle@sw-online.com)  
**Subject:** RE: did not hear back

Ok

We will need to add coffee to the contract.

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**

Oceanside Star  
250-729-4248

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**Nanaimo Daily News**

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---

**From:** Elverna Edwards-Mailloux [<mailto:elmailloux@viconference.com>]  
**Sent:** Wednesday, April 23, 2014 9:07 AM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Cc:** 'John Shepherd'; [jmoddle@sw-online.com](mailto:jmoddle@sw-online.com)  
**Subject:** RE: did not hear back

Andrea: Please go through John regarding AV please.

John Shepherd; 250- 244-4059

Jonathon iModdle [250-616-2745](tel:250-616-2745)

**From:** Rosato-Taylor, Andrea (NANAIMO) [<mailto:arosato-taylor@nanaimodailynews.com>]  
**Sent:** Tuesday, April 22, 2014 5:39 PM  
**To:** Elverna Edwards-Mailloux  
**Subject:** did not hear back

I need to talk to the tech guy and John please – do you have their numbers

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**

Oceanside Star  
250-729-4240

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Napa Daily News

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**Denise Tacon**

**From:** Denise Tacon [dtacon@viconference.com]  
**Sent:** May-06-14 11:23 AM  
**To:** 'Rosato-Taylor, Andrea (NANAIMO)'  
**Cc:** 'Elvema Edwards-Mailloux'  
**Subject:** RE: Committee of the Whole Meeting

Hi Andrea,

This is unfortunate that this is happening, however you made it very clear to myself and my team there was no controversy attached to this event as per last year.

By end of day Friday May 2<sup>nd</sup> you cancelled this event with me directly at 4:30pm by phone.

The cancellation was processed internally.

Cancellation processes cease space, AV and Food and Beverage services as per original discussions with you.

I then instructed my Senior Sales Manager to contact you regarding the deposit. She too was instructed to offer the same, in that, the deposit could remain on file as a credit towards your next event even though the cancellation was in such a short cancellation window.

When my Senior Sales Manager was in contact with you, you asked about the actual amount of the deposit.

Today In goodwill I added the offering of a refund.

Enclosed I copied you on the motion that took place last evening with Council.

I understand you are coming at 3:30pm to meet with Conference Services.

I have asked my Senior Sales Manager to meet with you instead as you need to make a decision on the offers that have been presented regarding the deposit.

Hopefully you will decide to utilize the funds towards an alternate event.

Respectfully and Regards,

Denise Tacon  
General Manager-Vancouver Island Conference Centre  
Office: 250-244-4065  
Cell: 250-668-8422



**From:** Rosato-Taylor, Andrea (NANAIMO) [<mailto:arosato-taylor@nanaimodailynews.com>]  
**Sent:** May-06-14 10:33 AM  
**To:** Denise Tacon  
**Subject:** RE: Committee of the Whole Meeting



Is this an official notice of cancellation of the event?

38 (e) (1)

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

Check us out online!



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---

**From:** Denise Tacon [mailto:[dtacon@viconference.com](mailto:dtacon@viconference.com)]  
**Sent:** Tuesday, May 06, 2014 10:12 AM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Subject:** Committee of the Whole Meeting

Good Morning Andrea,

Last evening the Committee of the Whole meeting took place in the Shaw Auditorium.

Council passed a motion and I have copied it for you:

*Below is the motion from yesterday's meeting regarding the Leadercast event scheduled for May 9<sup>th</sup>.*

(a) Councillor Pattie – Proposed Motion

It was moved and seconded that the City of Nanaimo advise the VICC that as owners of the facility, any events that are associated with organizations or people that promote or have a history of divisiveness, homophobia, or other expressions of hate, and as such advise the VICC to not permit the upcoming Leadercast event to occur in a City owned facility that is scheduled for May 9, 2014. The motion carried unanimously.

Opposed: Councillors McKay

As operators of the Vancouver Island Conference Centre, and we cannot position ourselves contrary to our owners.

Given the circumstances we can refund the deposit if you would like, or hold on credit at your discretion. I will have sales contact you to discuss.

Please contact me directly if you have any questions.

Regards,

38

(e)(1)

**Denise Tacon**  
General Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4065  
Cell: (250) 868-8422  
Fax: (250) 244-4055  
E-Mail: [dtacon@vicconference.com](mailto:dtacon@vicconference.com)



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*bold ideas. naturally.*



**Denise Tacon**

---

**From:** Elverna Edwards-Mailloux [emailloux@viconference.com]  
**Sent:** May-06-14 12:14 PM  
**To:** 'Denise Tacon'  
**Subject:** RE: Committee of the Whole Meeting

Perhaps you can update John, Denise as he was asking about it regarding the meeting with Andrea this afternoon...ok?

**From:** Denise Tacon [mailto:dtacon@viconference.com]  
**Sent:** Tuesday, May 06, 2014 11:23 AM  
**To:** 'Rosato-Taylor, Andrea (NANAIMO)'  
**Cc:** 'Elverna Edwards-Mailloux'  
**Subject:** RE: Committee of the Whole Meeting

Hi Andrea,

This is unfortunate that this is happening, however you made it very clear to myself and my team there was no controversy attached to this event as per last year.

By end of day Friday May 2<sup>nd</sup> you cancelled this event with me directly at 4:30pm by phone.

The cancellation was processed internally.

Cancellation processes cease space, AV and Food and Beverage services as per original discussions with you.

I then instructed my Senior Sales Manager to contact you regarding the deposit. She too was instructed to offer the same, in that, the deposit could remain on file as a credit towards your next event even though the cancellation was in such a short cancellation window.

When my Senior Sales Manager was in contact with you, you asked about the actual amount of the deposit.

Today In goodwill I added the offering of a refund.

Enclosed I copied you on the motion that took place last evening with Council.

I understand you are coming at 3:30pm to meet with Conference Services.

I have asked my Senior Sales Manager to meet with you instead as you need to make a decision on the offers that have been presented regarding the deposit.

Hopefully you will decide to utilize the funds towards an alternate event.

Respectfully and Regards,

Denise Tacon  
General Manager-Vancouver Island Conference Centre  
Office: 250-244-4065  
Cell: 250-668-8422



3 8

(e)(3)

**From:** Rosato-Taylor, Andrea (NANAIMO) [mailto:arosato-taylor@nanaimodailynews.com]  
**Sent:** May-06-14 10:33 AM  
**To:** Denise Tacon  
**Subject:** RE: Committee of the Whole Meeting

Is this an official notice of cancellation of the event?

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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---

**From:** Denise Tacon [mailto:dtacon@viconference.com]  
**Sent:** Tuesday, May 06, 2014 10:12 AM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Subject:** Committee of the Whole Meeting

Good Morning Andrea,

Last evening the Committee of the Whole meeting took place in the Shaw Auditorium.

Council passed a motion and I have copied it for you:

*Below is the motion from yesterday's meeting regarding the Leadercast event scheduled for May 9<sup>th</sup>.*

(a) Councillor Pattie – Proposed Motion

It was moved and seconded that the City of Nanaimo advise the VICC that as owners of the facility, any events that are associated with organizations or people that promote or have a history of divisiveness, homophobia, or other expressions of hate, and as such advise the VICC to not permit the upcoming Leadercast event to occur in a City owned facility that is scheduled for May 9, 2014. The motion carried unanimously.

Opposed: Councillors McKay

As operators of the Vancouver Island Conference Centre, and we cannot position ourselves contrary to our owners,

Given the circumstances we can refund the deposit if you would like, or hold on credit at your discretion. I will have sales contact you to discuss.

38 (€)(R)

Please contact me directly if you have any questions.

Regards,

**Denise Tacon**

General Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4085  
Cell: (250) 668-8422  
Fax: (250) 244-4055  
E-Mail: [dtacon@vicconference.com](mailto:dtacon@vicconference.com)



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**Denise Tacon**

**From:** Elverna Edwards-Mailloux [eemailloux@viconference.com]  
**Sent:** May-06-14 12:56 PM  
**To:** 'Denise Tacon'; 'Rosato-Taylor, Andrea (NANAIMO)'  
**Subject:** RE: Committee of the Whole Meeting

Hello Andrea:

I am available to meet with you today at 3:30pm today as originally scheduled. I look forward hearing back from you.

Regards,  
 Elverna

**Elverna Edwards-Mailloux**  
 Senior Sales Manager  
 Vancouver Island Conference Centre  
 Office: (250) 244-4062  
 Cell: 250-713-5128 Fax: (250) 244-4055  
 Email: eemailloux@viconference.com  
 Web: www.viconference.com



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**From:** Denise Tacon [mailto:[dtacon@viconference.com](mailto:dtacon@viconference.com)]  
**Sent:** Tuesday, May 06, 2014 11:23 AM  
**To:** 'Rosato-Taylor, Andrea (NANAIMO)'  
**Cc:** 'Elverna Edwards-Mailloux'  
**Subject:** RE: Committee of the Whole Meeting

Hi Andrea,

This is unfortunate that this is happening, however you made it very clear to myself and my team there was no controversy attached to this event as per last year.

By end of day Friday May 2<sup>nd</sup> you cancelled this event with me directly at 4:30pm by phone.

The cancellation was processed internally.

Cancellation processes cease space, AV and Food and Beverage services as per original discussions with you.

I then instructed my Senior Sales Manager to contact you, regarding the deposit. She too was instructed to offer the same, in that, the deposit could remain on file as a credit towards your next event even though the cancellation was in such a short cancellation window.

When my Senior Sales Manager was in contact with you, you asked about the actual amount of the deposit.

Today in goodwill I added the offering of a refund.

Enclosed I copied you on the motion that took place last evening with Council.

I understand you are coming at 3:30pm to meet with Conference Services.

I have asked my Senior Sales Manager to meet with you instead as you need to make a decision on the offers that have been presented regarding the deposit.

Hopefully you will decide to utilize the funds towards an alternate event.

Respectfully and Regards,

Denise Tacon  
General Manager-Vancouver Island Conference Centre  
Office: 250-244-4065  
Cell: 250-668-8422



**From:** Rosato-Taylor, Andrea (NANAIMO) [<mailto:arosato-taylor@nanaimodailynews.com>]  
**Sent:** May-06-14 10:33 AM  
**To:** Denise Tacon  
**Subject:** RE: Committee of the Whole Meeting

Is this an official notice of cancellation of the event?

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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**From:** Denise Tacon [<mailto:dtacon@viconference.com>]  
**Sent:** Tuesday, May 05, 2014 10:12 AM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Subject:** Committee of the Whole Meeting

Good Morning Andrea,

Last evening the Committee of the Whole meeting took place in the Shaw Auditorium.

Council passed a motion and I have copied it for you:

Below is the motion from yesterday's meeting regarding the Leadercast event scheduled for May 9, 2014.

(a) Councillor Pattie – Proposed Motion

It was moved and seconded that the City of Nanaimo advise the VICC that as owners of the facility, any events that are associated with organizations or people that promote or have a history of divisiveness, homophobia, or other expressions of hate, and as such advise the VICC to not permit the upcoming Leadercast event to occur in a City owned facility that is scheduled for May 9, 2014. The motion carried unanimously.

Opposed: Councillors McKay

As operators of the Vancouver Island Conference Centre, and we cannot position ourselves contrary to our owners.

Given the circumstances we can refund the deposit if you would like, or hold on credit at your discretion. I will have sales contact you to discuss.

Please contact me directly if you have any questions.

Regards,

**Denise Tacon**

General Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4065  
Cell: (250) 668-8422  
Fax: (250) 244-4055  
E-Mail: dtacon@vicconference.com



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*Bele. Itou. Awaatix.*





Denise Tacon

**From:** Elverna Edwards-Mailloux [email:emailloux@viconference.com]  
**Sent:** May-14-14 8:53 AM  
**To:** 'Denise Tacon'  
**Cc:** 'John Shepherd'; 'David Davies'  
**Subject:** RE: May 9 - Nanaimo Daily News Leadercast

Hi Denise:

I have left a message for Andrea this morning and will follow up with her after stand-up.  
Elverna

**Elverna Edwards-Mailloux**  
Senior Sales Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4062  
Cell: 250-713-5128 Fax: (250) 244-4055  
Email: emailloux@viconference.com  
Web: www.viconference.com



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**From:** Denise Tacon [mailto:dtacon@viconference.com]  
**Sent:** Wednesday, May 14, 2014 7:59 AM  
**To:** John Shepherd  
**Cc:** <ddavies@viconference.com>; Elverna Edwards - Mailloux  
**Subject:** Re: May 9 - Nanaimo Daily News Leadercast

Please forward the email request to Elverna as her sales rep.  
The details have been specified to both sales and the client.

Sent from my iPhone

On May 14, 2014, at 7:20 AM, "John Shepherd" <jshepherd@viconference.com> wrote:

Hi Denise,

The Nanaimo Daily News paid a deposit of \$1,070.00 for the Leadercast event.

Andrea emailed me last night asking about the status of her deposit. She needs to know today.

Please advise. Thanks.

3 8

(e)(4)

Regards,

John

<Image001.gif>

**Denise Tacon**

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**From:** Elverna Edwards-Mailloux [eemailloux@viconference.com]  
**Sent:** May-14-14 3:11 PM  
**To:** 'Denise Tacon'  
**Subject:** RE: May 9 - Leadercast

She just called...she was fine with the refund...done...done...done!☺

**From:** Denise Tacon [mailto:dtacon@viconference.com]  
**Sent:** Wednesday, May 14, 2014 2:29 PM  
**To:** 'Elverna Edwards-Mailloux'  
**Subject:** RE: May 9 - Leadercast

No worries then

Denise Tacon  
General Manager-Vancouver Island Conference Centre  
Office: 250-244-4065  
Cell: 250-668-8422



**From:** Elverna Edwards-Mailloux [mailto:eemailloux@viconference.com]  
**Sent:** May-14-14 2:24 PM  
**To:** 'Denise Tacon'  
**Subject:** FW: May 9 - Leadercast

She won't return my calls Denise....I have tried her 4 times now...she is only corresponding through John. Before I arrived at work, David had already issued a refund for this event as per your conversation with him. So my conversation with her is moot at this point. I have done what I can at this point.

Elverna

**Elverna Edwards-Mailloux**  
Senior Sales Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4062  
Cell: 250-713-5128 Fax: (250) 244-4055  
Email: eemailloux@viconference.com  
Web: www.viconference.com



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**From:** Rosato-Taylor, Andrea (NANAIMO) [mailto:arosato-taylor@nanaimodailynews.com]  
**Sent:** Wednesday, May 14, 2014 2:12 PM  
**To:** John Shepherd

Cc: 'Elverna Edwards-Malloux'  
Subject: RE: May 9 - Leadercast

So is that our entire expense

Thanks

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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---

**From:** John Shepherd [<mailto:jshepherd@viconference.com>]  
**Sent:** Wednesday, May 14, 2014 7:17 AM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Cc:** 'Elverna Edwards-Mailloux'  
**Subject:** RE: May 9 - Leadercast

Good Morning Andrea,

A deposit of \$1,070.00 was paid by you. I'll get back to you this morning with an answer about the event.

Regards,

John

**John Shepherd**  
Conference Services Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4059  
Fax: (250) 244-4055  
E-Mail: [jshepherd@viconference.com](mailto:jshepherd@viconference.com)




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**From:** Rosato-Taylor, Andrea (NANAIMO) [<mailto:arosato-taylor@nanaimodailynews.com>]  
**Sent:** May-13-14 4:54 PM  
**To:** John Shepherd  
**Cc:** Elvema Edwards-Mailloux  
**Subject:** RE: May 9 - Leadercast

Do I have a final invoice of what is owed – I know we paid some money so I am looking for all of that accounting by tomorrow

Thanks

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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---

**From:** John Shepherd [<mailto:jshepherd@viconference.com>]  
**Sent:** Wednesday, April 23, 2014 4:55 PM  
**To:** Rosato-Taylor, Andrea (NANAIMO); 'Elvema Edwards-Mailloux'  
**Cc:** [jmoodle@sw-online.com](mailto:jmoodle@sw-online.com)  
**Subject:** May 9 - Leadercast

Hi Andrea,

Attached is a revised event contract and the SW Audio-visual quotation. Changes are highlighted.

Please note:

- Coffee/Tea service has been added for 300 people
- The Audio-visual costs on this contract are for two projectors and screens – the best set-up

Call me any time to discuss the details.

Regards,

John

**John Shepherd**  
Conference Services Manager  
Vancouver Island Conference Centre  
Office: (250) 244-4059  
Fax: (250) 244-4055  
E-Mail: jshepherd@viconference.com



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**From:** Rosato-Taylor, Andrea (NANAIMO) [<mailto:arosato-taylor@nanaimodailynews.com>]  
**Sent:** April-23-14 11:08 AM  
**To:** Elverna Edwards-Mailloux  
**Cc:** 'John Shepherd'; [jmoddle@sw-online.com](mailto:jmoddle@sw-online.com)  
**Subject:** RE: did not hear back

Ok

We will need to add coffee to the contract

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

Check us out online!  
**Nanaimo Daily News.**

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---

**From:** Elverna Edwards-Mailloux [<mailto:eemailloux@viconference.com>]  
**Sent:** Wednesday, April 23, 2014 9:07 AM  
**To:** Rosato-Taylor, Andrea (NANAIMO)  
**Cc:** 'John Shepherd'; **Section 22**  
**Subject:** RE: did not hear back

Andrea: Please go through John regarding AV please.

John Shepherd: 250- 244-4059  
**Section 22**

**From:** Rosato-Taylor, Andrea (NANAIMO) [mailto:arosato-taylor@nanaimodailynews.com]  
**Sent:** Tuesday, April 22, 2014 5:39 PM  
**To:** Elvina Edwards-Malloux  
**Subject:** did not hear back

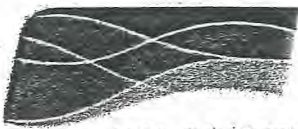
I need to talk to the tech guy and John please - do you have their numbers

*Andrea Rosato-Taylor*  
**Sales Manager**  
**Nanaimo Daily News**  
**Harbour City Star**  
**Oceanside Star**  
**250-729-4248**

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38 (f)

RECEIVED  
MAY 23 2014  
CITY MANAGER  
CITY OF NANAIMO

May 23<sup>rd</sup>, 2014

**2014 LEADERCAST EVENT TIMELINE:**

**March 21<sup>st</sup>, 2014-** Client (Andrea Rosato-Taylor) met with VICC Sales Manager- Elverna Edwards-Mailloux. Elverna asked the VICC Conference Services Manager- John Shepherd to attend to discuss further details for the event. During their meeting, according to Elverna, Andrea was clear and established that there would be "no fiasco like last year".

I (Denise Tacon) walked by the office closer to the end of discussions and popped my head in to say hello and asked 'So what are we booking?' Andrea said "A huge event and don't worry at all- this one has NOTHING to do with that same event as last year- I made sure there was no issues this time" I said "terrific- nice to see you" and carried on.

**March 28<sup>th</sup>, 2014-** Booking Acknowledgement went to client for signature

**March 29<sup>th</sup>, 2014** -Booking Acknowledgement was signed and faxed back to VICC

**April 29<sup>th</sup>** - Andrea shows signs of concern for her numbers- John Shepherd moves the event to a smaller space to assist with costs

**May 2<sup>nd</sup>, 2014:**

7:30 am- I noticed an email from **Section 22** questioning why we were booking this again- email thread titled: Leadercast ??????????????

9:00 am- I inquired with my team at our morning meeting and they were shocked and just as concerned.

9:45 am- I sent an email to ask Andrea to verify if event was affiliated with Chik-Fil-A like last year's event and copied her on **Section 22** email thread.

11:20 am - Andrea responded continuing to say that Chik-Fil-A is "not associated with the event"

Between 11:20 and 11:45 Andrea called me and I indicated that I was getting pushback from the municipality and the LBGT organization. She said "I will call you back"

11:45 am- I emailed Andrea to call me. (I had received a another call- now from Ian Howat that complaints were coming in to the City)

12:52 am- Andrea email response said "we have a call with coastal"

1:55 pm- I sent another email as I was not sure what she meant and indicated I received another call- this time from the VI Rainbow association- **Section 22**

1:59 pm - Andrea responded indicating she was talking to her sponsor (Coastal Community Credit Union) and would get back to me

2:00 pm- I indicated that the VI Rainbow association was gathering this evening



4:30pm- Andrea called to cancel the event with me. She indicated that the sponsor had pulled out as well. I let her know we could move her deposit to another event if she chose. She indicated she would get back to us.

I informed John Shepherd to put through all cancellations as per Andrea's request and all contractors were informed.

- *Had she not canceled with me a discussion would have ensued regarding additional security firstly.*
- *Secondly, if there was further escalation from organizations I would have imposed the \$5000 'High Risk' damage waiver" and instructed my Conference Services Manager process it.*

May 5<sup>th</sup>, 2014:

10:45am- Elvema forwarded me an email she received from Andrea on the Friday that Elvema says she did not see until the Monday which said she sent an email to City officials and that "we are not cancelling"

11:47 am- Andrea sent me an email copying the Ian Howat and Elvema suggesting she was "confused and that she did not cancel the venue"

12:03pm- I responded indicating the words she used to cancel the event and quoted her within the body of the email. I also indicated that the VICC cannot cancel the event.

Andrea called John Shepherd to say she was going forward with the event and that nothing was cancelled.

Council passed a motion during the 'Committee of The Whole Meeting' in the Shaw Auditorium.

I informed John Shepherd of the motion and asked him to communicate it to the client.

May 6<sup>th</sup>, 2014:

9:00am- During the VICC morning meeting Elvema indicated that Andrea had contacted John and said she was coming in to the VICC at 3:30pm to sign a new contract because "as far as she was concerned the event was still happening"


10:12am- I emailed Andrea to inform her of the motion from the evening prior and inquired as to how or what she would like to do with the deposit in the system?

10:33am- Andrea responded asking "Is this an official notice of cancellation of the event?"

11:23am- I responded cordially and reinstated her original cancellation conversation with me directly the Friday before.

Please feel free to contact me directly for any further questions to details here-in

Denise Tacon  
May 23<sup>rd</sup>, 2014



**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-AUG-11, AT 6:05 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor M. D. Brennan (6:05 p.m. joined the meeting electronically)  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. F. K. Pattje

Absent: Councillor W. L. Bestwick  
Councillor J. A. Kipp  
Councillor G. Anderson  
Councillor W. B. McKay

Others: Ms. Marcia McNeil, City Solicitor, Sheen, Arnold, McNeil  
Mr. Sukh Manhas, City Solicitor, Young Anderson Barristers & Solicitors

Staff: T. L. Hartley, Director of Human Resources & Organizational Planning  
K. King, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 6:05 p.m.

2. ADOPTION OF AGENDA:

09214 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. ADOPTION OF MINUTES:

09314 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-JUL-14 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC be adopted as circulated. The motion carried unanimously.

09414 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-JUL-21 at 6:33 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC be adopted as circulated. The motion carried unanimously.

4. CORPORATE SERVICES:

(a) Chronology of Events re Leadercast Event Cancellation

09514 It was moved and seconded that Council:

1. amend the Leadercast event motion that was the subject of the 2014-JUL-14 Notice of Motion as recommended in Attachment A;
2. defeat the amended motion and direct Staff to release this report and its attachments following a review by the City's Freedom of Information and Protection of Privacy Act ("FOIPPA") Coordinator for compliance under FOIPPA and in accordance with Council's policy for "In Camera" release; and,
3. direct Staff to add "Investigation into Leadercast Event" as a late item under the Mayor's Report for the 2014-AUG-11 open meeting of Council and authorize the Mayor to "rise and report" to the public on the amended "In Camera" motion, the result of the vote on the motion and any next steps.

The motion carried unanimously.

5. OTHER BUSINESS:

(a) "In Camera" Report Release Request

09614 It was moved and seconded that Council release from "In Camera" the reports and Council's motions in accordance with Council's Policy for Release of "In Camera" Information regarding the renaming of the Bowen Lacrosse Box to the "Ken Medland Sports Centre" and the renaming of Cathedral Grove Park to "Daynes Park" considered at the "In Camera" Meeting of Council held 2014-JUL-14. The motion carried unanimously.

6. ADJOURNMENT:

09714 It was moved and seconded at 6:24 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

---

MAYOR

CERTIFIED CORRECT:

---

CORPORATE OFFICER

**SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-SEP-08, AT 4:30 P.M.

---

1. **ADOPTION OF AGENDA:**

*That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).*

2. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-AUG-11 at 6:05 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC.

3. **PRESENTATIONS:**

- (a) Mr. Dale Lindsay, Director of Community Development, and Mr. Gordon Foy, Manager of Transportation, to provide a presentation regarding Linley Valley West Road Network.

4. **MAYOR'S REPORT:**

NONE

5. **ADMINISTRATION:**

- (a) Strategic Relations (for discussion purposes when applicable)

6. **CORPORATE SERVICES:**

- (a)

(b) **Council Appointed Tax Sale Bidder**

*Purpose: To allow the Manager of Real Estate Services or designate to bid on properties at Tax Sale to avoid the complications associated with a third party bidder and give the current owner every opportunity available to extend the redemption period under the Local Government Act.*

Staff Recommendation: That Council authorize the Manager of Real Estate or designate to bid at the annual Tax Sale to be held 2014-SEP-29, of the general taxable assessed value of each property.

Pg. 11-13

7. **COMMUNITY SERVICES:**

(a)

(b) **Appointments to the Nanaimo Advisory Planning Committee**

*Purpose: To present submissions to become a representative on the Nanaimo Advisory Planning Committee.*

Staff Recommendation: That Council:

Pg. 26-43

1. Consider appointing one of the following applicants as a Community At Large representative to the Nanaimo Advisory Planning Committee for a three-year term ending 2017-JUN-30:  
,  
,  
,
2. appoint \_\_\_\_\_ as the Neighbourhood Association representative to the Nanaimo Advisory Planning Committee for a two-year term ending 2016-JUN-30;
3. appoint \_\_\_\_\_ as the Environment Community representative to the Nanaimo Advisory Planning Committee for a two-year term ending 2016-JUN-30;
4. appoint Mr. Chris Cross as the Canadian Homebuilders' Association representative to the Nanaimo Advisory Planning Committee for a three-year term ending 2017-JUN-30;

5. appoint Mr. Jim Goldsack as the Nanaimo Neighbourhood Network representative to the Nanaimo Advisory Planning Committee for a three-year term ending 2017-JUN-30
  6. authorize the release of this report following severing of personal information, including Attachments A to G, and that this information be kept permanently confidential; and
  7. announce the appointments at the open Council meeting.
8. **CORRESPONDENCE:**
- NONE
9. **OTHER BUSINESS:**
- (a) Councillor Bestwick Discussion re: Notice of Motion.
10. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR BRENNAN  
2014-SEP-08 to 2014-OCT-19

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-AUG-11, AT 6:05 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor M. D. Brennan (6:05 p.m. joined the meeting electronically)  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. F. K. Pattje

Absent: Councillor W. L. Bestwick  
Councillor J. A. Kipp  
Councillor G. Anderson  
Councillor W. B. McKay

Others: Ms. Marcia McNeil, City Solicitor, Sheen, Arnold, McNeil  
Mr. Sukh Manhas, City Solicitor, Young Anderson Barristers & Solicitors

Staff: T. L. Hartley, Director of Human Resources & Organizational Planning  
K. King, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 6:05 p.m.

2. ADOPTION OF AGENDA:

09214 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. ADOPTION OF MINUTES:

09314 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-JUL-14 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC be adopted as circulated. The motion carried unanimously.

09414 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-JUL-21 at 6:33 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC be adopted as circulated. The motion carried unanimously.

4. CORPORATE SERVICES:

(a) Chronology of Events re Leadercast Event Cancellation

09514 It was moved and seconded that Council:

1. amend the Leadercast event motion that was the subject of the 2014-JUL-14 Notice of Motion as recommended in Attachment A;
2. defeat the amended motion and direct Staff to release this report and its attachments following a review by the City's Freedom of Information and Protection of Privacy Act ("FOIPPA") Coordinator for compliance under FOIPPA and in accordance with Council's policy for "In Camera" release; and,
3. direct Staff to add "Investigation into Leadercast Event" as a late item under the Mayor's Report for the 2014-AUG-11 open meeting of Council and authorize the Mayor to "rise and report" to the public on the amended "In Camera" motion, the result of the vote on the motion and any next steps.

The motion carried unanimously.

5. OTHER BUSINESS:

(a) "In Camera" Report Release Request

09614 It was moved and seconded that Council release from "In Camera" the reports and Council's motions in accordance with Council's Policy for Release of "In Camera" Information regarding the renaming of the Bowen Lacrosse Box to the "Ken Medland Sports Centre" and the renaming of Cathedral Grove Park to "Daynes Park" considered at the "In Camera" Meeting of Council held 2014-JUL-14. The motion carried unanimously.

6. ADJOURNMENT:

09714 It was moved and seconded at 6:24 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

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MAYOR

CERTIFIED CORRECT:

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CORPORATE OFFICER



# IN CAMERA

City of Nanaimo

## REPORT TO COUNCIL

DATE OF MEETING: 2014-SEP-08

AUTHORED BY: D. HISCOCK, MANAGER, REVENUE SERVICES

RE: COUNCIL APPOINTED TAX SALE BIDDER

---

### STAFF RECOMMENDATION:

That Council authorize the Manager of Real Estate or designate to bid at the annual Tax Sale to be held 2014-SEP-29, of the general taxable assessed value of each property.

### PURPOSE:

To allow the Manager of Real Estate Services or designate to bid on properties at Tax Sale to avoid the complications associated with a third party bidder and give the current owner every opportunity available to extend the redemption period under the *Local Government Act*.

### BACKGROUND:

The *Local Government Act* requires the City to sell, by public auction, all properties with delinquent taxes. The annual Tax Sale takes place on the last Monday of September of each year. The minimum bid must equal or be greater than the "Upset Price", which is the sum of all outstanding taxes, penalties, interest and administration costs. If there are no successful bidders, the property defaults to the City. The registered owner has one year after the property is sold at Tax Sale to pay the Upset Price plus interest to redeem the property.

Though the intent of the Tax Sale is to recover property taxes due, it is always done with the hope that people are not displaced or lose their home. When properties are purchased by the City, additional options are available to assist the current owner in redeeming their property. Additional time extensions are permitted under the *Local Government Act* when the municipality is the purchaser and there are improvements on the property. These extensions are not permitted when the properties are purchased by a third party.

Prior to Tax Sale, City staff makes many efforts to contact each owner to inform them of the process and urge them to make the necessary payments to avoid the sale. This is done by public announcements, letters and/or phone calls. Through these efforts, the list of properties is greatly reduced, ranging from 7 to 35 properties at the sale over the last 5 years.

### City Bidder at Tax Sale

Section 406 of the *Local Government Act* allows Council to authorize a person to bid at Tax Sale up to a maximum amount. Should Council adopt this recommendation, each property at the sale would be bought by the City (unless outbid).

Council  
Committee.....  
Open Meeting  
In-Camera Meeting  
Meeting Date: 2014-SEP-08

Some of the rights of the current owner remain; they continue to occupy the property in the same manner as prior to the sale. A charge is added to their property at Land Titles which details that the property was sold at a Tax Sale. The owner still has 1 year to redeem the property.

With the municipality as the purchaser and providing that there are improvements on the property, the one year redemption period may be extended if a 50% payment is made within that first year. This option was exercised in \_\_\_\_\_ when a property on \_\_\_\_\_ could only pay-over \_\_\_\_\_ prior to the redemption period expiring. Fortunately, there were no third parties involved so the redemption period was extended per section 418 of the *Local Government Act* and the owner was able to redeem the property in the extended period.

The Tax Sale process can be complicated and the law surrounding it has not been fully tested in the courts. Although the *Local Government Act* theoretically sets out the responsibilities of the municipality in Tax Sale, where disputes have arisen Courts have regularly sided with the original owner. This generally has imposed a higher duty on municipalities than is contained in the *Act*. Having a third party purchaser at Tax Sale introduces an additional level of complexity that could potentially result in additional costs to the City.

The purpose of this recommended policy is to discourage third party bidders. It will be applied to each property at the sale unless significant and relevant circumstances are brought to Council's attention prior to the sale. Council authorized a City bidder beginning with the 2011 tax sale and Staff believes that the outcome has been very successful.

Other municipalities have successfully utilized a City bidder. These municipalities include Victoria, Tofino and Coquitlam. In the case of properties in rural areas, there is no Tax Sale auction. After three years, the property is automatically deemed to be purchased by the Province without the opportunity for a third party bidder.

### Interest

The interest rate paid to the purchaser of a Tax Sale property is currently 6% as prescribed by the Province of BC. Interest is charged on the purchase price and must be paid prior to redemption. This interest amount is then payable to the purchaser. The unintended consequence of this recommendation is the interest amount payable could increase if there is a third party bidder who raises the bid over the upset price. Again, it would be the responsibility of the owner to pay this additional interest amount.

### Valuation

The total general taxable assessment is made up of land value plus improvements (e.g. A house). It is recommended that a bid of \_\_\_\_\_ of this value be used as a maximum bid amount. Using this figure reduces the dependence on a single value for an improvement that could potentially be destroyed (eg. a house fire), or using solely the value of the land which potentially excludes the strata properties from this bylaw.

Risk

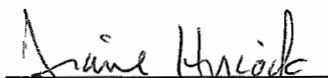
Many of the properties that go to Tax Sale have encumbrances upon them in addition to those of the City. These can be mortgages, liens, judgments and other claims. Upon sale, most of the encumbrances are forfeited. Those placed by the Crown remain attached to the property and become the responsibility of the buyer.

At risk is the possibility of acquiring a non-redeemed property with all its encumbrances. This is the same risk the City currently has as the default purchaser of properties. Usually, all properties sold at Tax Sale have been redeemed. In the event that a property is unredeemed and transfers to the City, the transaction would be funded from the Property Acquisition Reserve.

If the City purchases these properties at Tax Sale, there is the risk of becoming landlords to various renters. Steps may need to be taken to evict former occupants who have become our tenants. The properties the City acquires could be deemed "unsightly" or "nuisance" properties. The cost to restore these properties would be the responsibility of the City as the City would then be the owner. As noted above, the City already potentially has this risk as the default purchaser.

There may be times when it could be preferable for the City not to bid and instead allow the property to transfer to a third party. Unfortunately these are always unique situations that cannot be covered by policy and may not be discovered until the last minute.

Respectfully submitted,



D. Hiscock  
MANAGER  
REVENUE SERVICES

Concurrence by:



B. E. Clemens  
DIRECTOR  
FINANCE

CITY MANAGER COMMENT:

I concur with the staff recommendation.

**“IN CAMERA”**  
**City of Nanaimo**  
**REPORT TO COUNCIL**

DATE OF MEETING: 2014-SEP-08

AUTHORED BY: D. JENSEN, COMMUNITY DEVELOPMENT PLANNER,  
PLANNING & DESIGN SECTION

RE: APPOINTMENTS TO NANAIMO ADVISORY PLANNING COMMITTEE

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**STAFF RECOMMENDATION:**

That Council:

1. Consider appointing one of the following applicants as a Community At Large representative to the Nanaimo Advisory Planning Committee for a three-year term ending 2017-JUN-30:
  
2. appoint \_\_\_\_\_ as the Neighbourhood Association representative to the Nanaimo Advisory Planning Committee for a two-year term ending 2016-JUN-30;
3. appoint \_\_\_\_\_ as the Environment Community representative to the Nanaimo Advisory Planning Committee for a two-year term ending 2016-JUN-30;
4. appoint Mr. Chris Cross as the Canadian Homebuilders' Association representative to the Nanaimo Advisory Planning Committee for a three-year term ending 2017-JUN-30;
5. appoint Mr. Jim Goldsack as the Nanaimo Neighbourhood Network representative to the Nanaimo Advisory Planning Committee for a three-year term ending 2017-JUN-30
6. authorize the release of this report following severing of personal information, including Attachments A to G, and that this information be kept permanently confidential; and
7. announce the appointments at the open Council meeting.

**PURPOSE:**

To present submissions to become a representative on the Nanaimo Advisory Planning Committee (APC).

**BACKGROUND:**

The APC is composed of ten appointees and three Council representatives. The membership includes Neighbourhood Association and Community At Large representatives, a Youth representative, an Environment Community representative, and a Nanaimo Neighbourhood Network and Canadian Homebuilders' Association representative.

Council  
 Committee.....  
 Open Meeting  
 In-Camera Meeting  
Meeting Date: 2014-SEP-08

The term for these positions has now expired. Staff recently advertised for the Neighbourhood Association, Community at Large, Youth and Environment Community representative positions (with a closing date of 2014-JUL-29) and sent correspondence to the Canadian Homebuilders' Association and the Nanaimo Neighbourhood Network.

application was received in response to the posting for the Environment Community position, application was received for the Neighbourhood Association position, and applications were received for the Community At Large position. No applications were received for the Youth position. Letters of recommendation were received from the Canadian Homebuilders' Association and the Nanaimo Neighbourhood Network.

#### DISCUSSION:

A total of applications were submitted in response to vacancies on the APC. These applications are summarized below, and attached (Attachments A to G), with each offering a range of experience and geographical representation.

#### ***Community At Large Representative***

All applicants have expressed an interest in community involvement and have demonstrated involvement of various avenues throughout the community. Council is requested to appoint one applicant for the vacant APC Community At Large position, for a term ending 2017-JUN-30.

#### ***Neighbourhood Association Representative***

Staff recommend Council appoint as the Neighbourhood Association representative on the APC, for a term ending 2016-JUN-30. The submission from is summarized below and included (Attachment D):

#### ***Environment Community Representative***

Staff recommend Council appoint as the Environment Community representative on the APC, for a term ending 2016-JUN-30. The submission from is summarized below and included (Attachment E):

**Youth Representative**

No expressions of interest were received for this position. The Youth representative position will be advertised as part of the next round of APC appointments. During the interim, the position will remain vacant.

**Canadian Homebuilders' Association Representative**

The Canadian Homebuilders' Association requests that Chris Cross be reappointed as their representative (Attachment F). Staff recommend Council confirm this re-appointment.

**Nanaimo Neighbourhood Network Representative**

The Nanaimo Neighbourhood Network requests that Jim Goldsack be reappointed as their representative (Attachment G). Staff recommend Council confirm this re-appointment.

**Recommendations for Release of Information to the Public**

That Council authorize the release of this report following severing of personal information, including Attachments A to G, and that this information be kept permanently confidential.

Respectfully submitted,

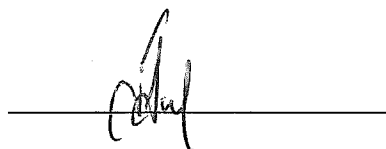


B. Anderson  
MANAGER  
PLANNING & DESIGN SECTION

Concurrence by:



D. Lindsay  
DIRECTOR  
COMMUNITY DEVELOPMENT



T. Seward  
ACTING GENERAL MANAGER  
PROTECTIVE SERVICES &  
COMMUNITY DEVELOPMENT

**CITY MANAGER COMMENT:**

I concur with the staff recommendation.

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-SEP-08, AT 4:30 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor M. D. Brennan (arrived 4:35 p.m.)  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp (vacated 6:51 p.m.)  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
B. E. Clemens, Director of Finance (vacated 6:37 p.m.)  
G. Ferrero, Director of Information Technology & Legislative Services  
D. Lindsay, Director of Community Development  
G. Goodall, Director of Engineering & Public Works (vacated 6:37 p.m.)  
T. P. Seward, Director of Social & Protective Services  
G. Foy, Manager of Transportation  
P. Cooper, Communications Manager, (arrived 4:39 p.m.)  
S. Samborski, Senior Manager of Culture & Heritage (vacated 6:37 p.m.)  
S. Snelgrove, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 4:36 p.m.

2. INTRODUCTION OF LATE ITEMS:

(a)

3. ADOPTION OF AGENDA:

09814 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as amended. The motion was defeated.  
Opposed: Mayor Ruttan, Councillors Anderson, Brennan, Greves, Pattje.

09914 It was moved and seconded that Council adopt the agenda as presented. The motion carried.  
Opposed: Councillor McKay

4. ADOPTION OF MINUTES:

10014 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-AUG-11 at 6:05 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

5. PRESENTATIONS:

- (a) Mr. Dale Lindsay, Director of Community Development, and Mr. Gordon Foy, Manager of Transportation, provided a presentation regarding Linley Valley West Road Network.

Councillor McKay vacated the Douglas Rispin Room at 5:30 p.m.  
Councillor Pattje vacated the Douglas Rispin room at 5:32 p.m.

6. CORPORATE SERVICES:

(a)

(b) Council Appointed Tax Sale Bidder

10214 It was moved and seconded that Council authorize the Manager of Real Estate or designate to bid at the annual Tax Sale to be held 2014-SEP-29, of the general taxable assessed value of each property. The motion carried unanimously.

Councillor Pattje returned to the Douglas Rispin Room at 5:34 p.m.  
Councillor McKay returned to the Douglas Rispin Room at 5:37 p.m.

7. COMMUNITY SERVICES:

(a)

(b) Appointments to the Nanaimo Advisory Planning Committee

10414 It was moved and seconded that Council appoint Ms. Paula Waatainen as a Community At Large representative to the Nanaimo Advisory Planning Committee for a three-year term ending 2017-JUN-30. The motion carried unanimously.

10514 It was moved and seconded that Council appoint Ms. Sandra Larocque as the Neighbourhood Association representative to the Nanaimo Advisory Planning Committee for a two-year term ending 2016-JUN-30. The motion carried unanimously.

10614 It was moved and seconded that Council appoint Ms. Ellen Ross as the Environment Community representative to the Nanaimo Advisory Planning Committee for a two-year term ending 2016-JUN-30. The motion carried unanimously.



10714 It was moved and seconded that Council:

1. appoint Mr. Chris Cross as the Canadian Homebuilders' Association representative to the Nanaimo Advisory Planning Committee for a three-year term ending 2017-JUN-30;
2. appoint Mr. Jim Goldsack as the Nanaimo Neighbourhood Network representative to the Nanaimo Advisory Planning Committee for a three-year term ending 2017-JUN-30;
3. authorize the release of this report following severing of personal information, including Attachments A to G, and that this information be kept permanently confidential; and,
4. announce the appointments at the next open Council meeting.

The motion carried unanimously.

8. OTHER BUSINESS:

- (a) Councillor Bestwick Discussion re: Communication

Councillor Kipp vacated the Douglas Rispin Room at 6:51 p.m.

9. ADJOURNMENT:

10814 It was moved and seconded at 6:52 p.m. that the "In Camera" Meeting terminate.  
The motion carried unanimously.


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M A Y O R

CERTIFIED CORRECT:

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CORPORATE OFFICER

- 
- HISTORY
  - CURRENT STATUS
  - RECENT CHANGES
  - TRANSPORTATION NETWORK OPTIONS UNDER REVIEW

\*NO DIRECTION REQUIRED AT THIS TIME

# Linley Valley Drive - Corridor Evolution

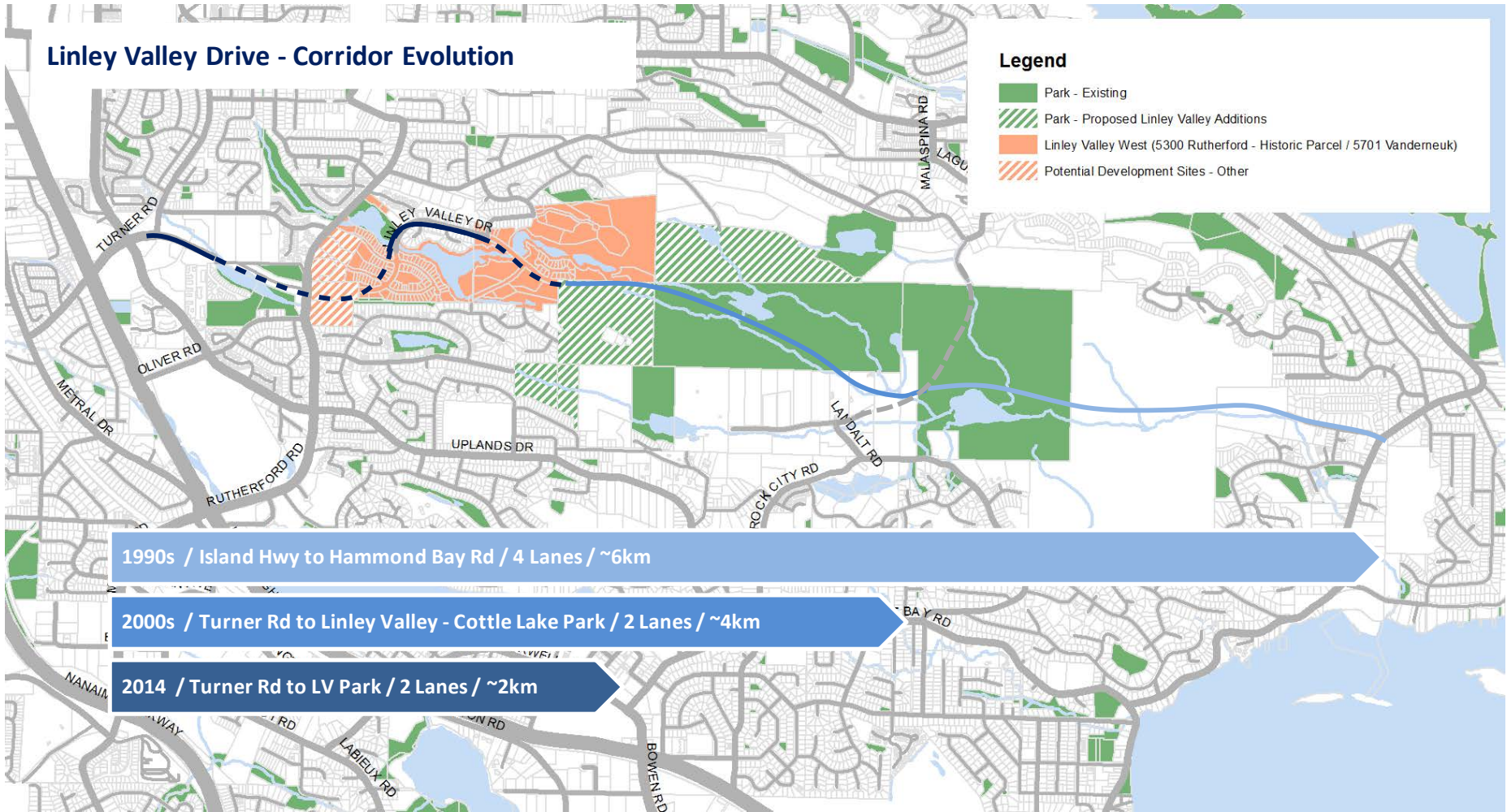
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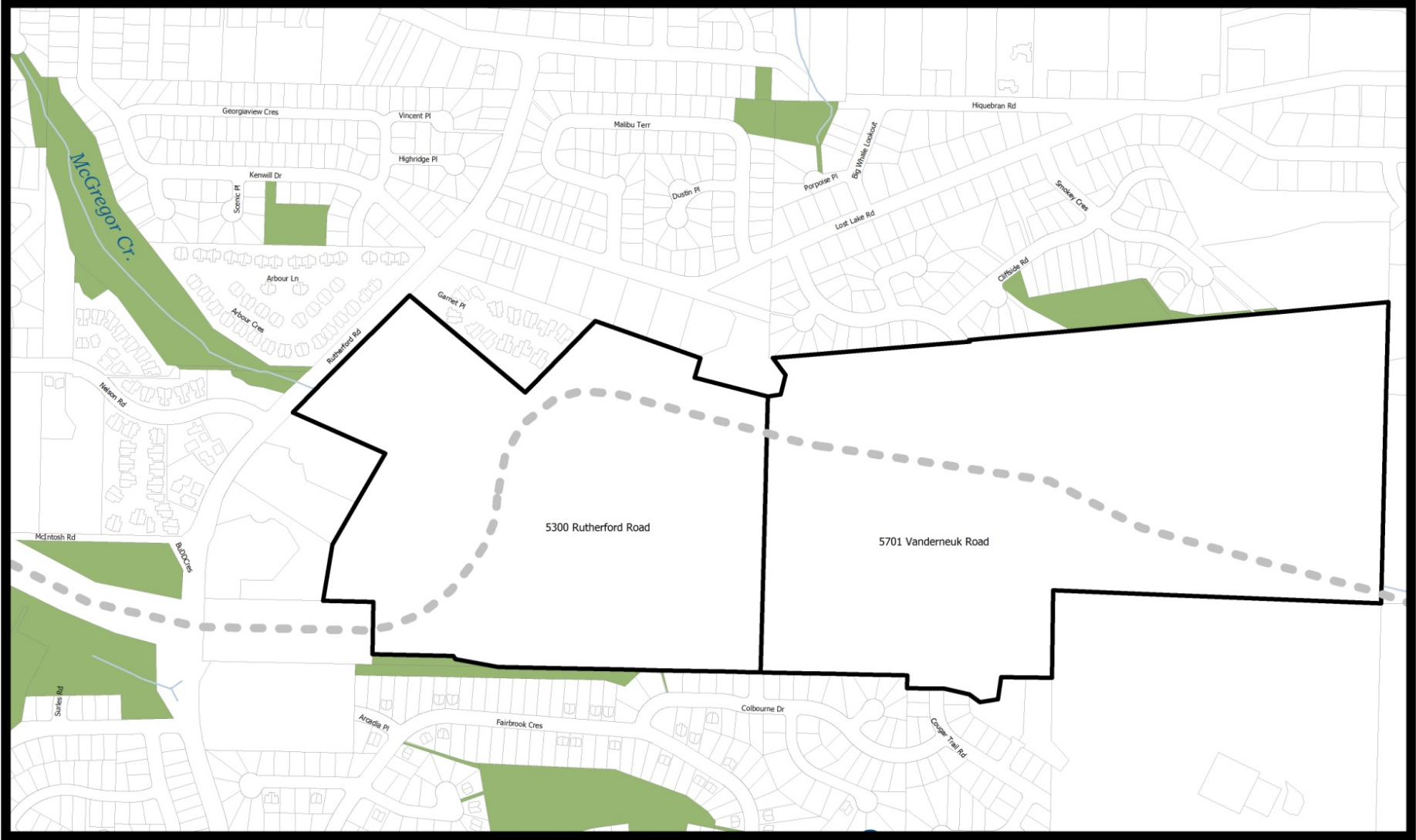
-  Park - Existing
-  Park - Proposed Linley Valley Additions
-  Linley Valley West (5300 Rutherford - Historic Parcel / 5701 Vandemeuk)
-  Potential Development Sites - Other

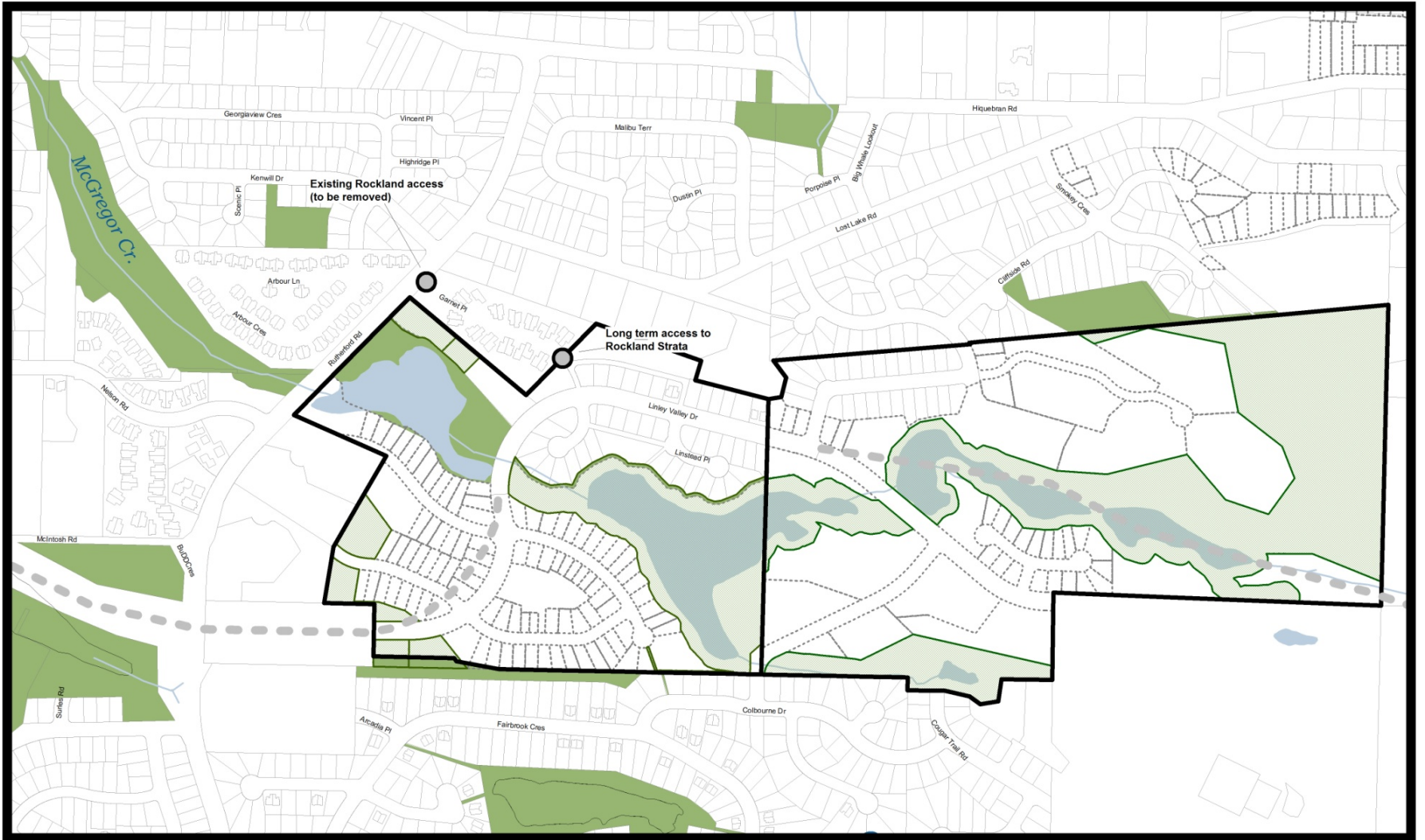
1990s / Island Hwy to Hammond Bay Rd / 4 Lanes / ~6km

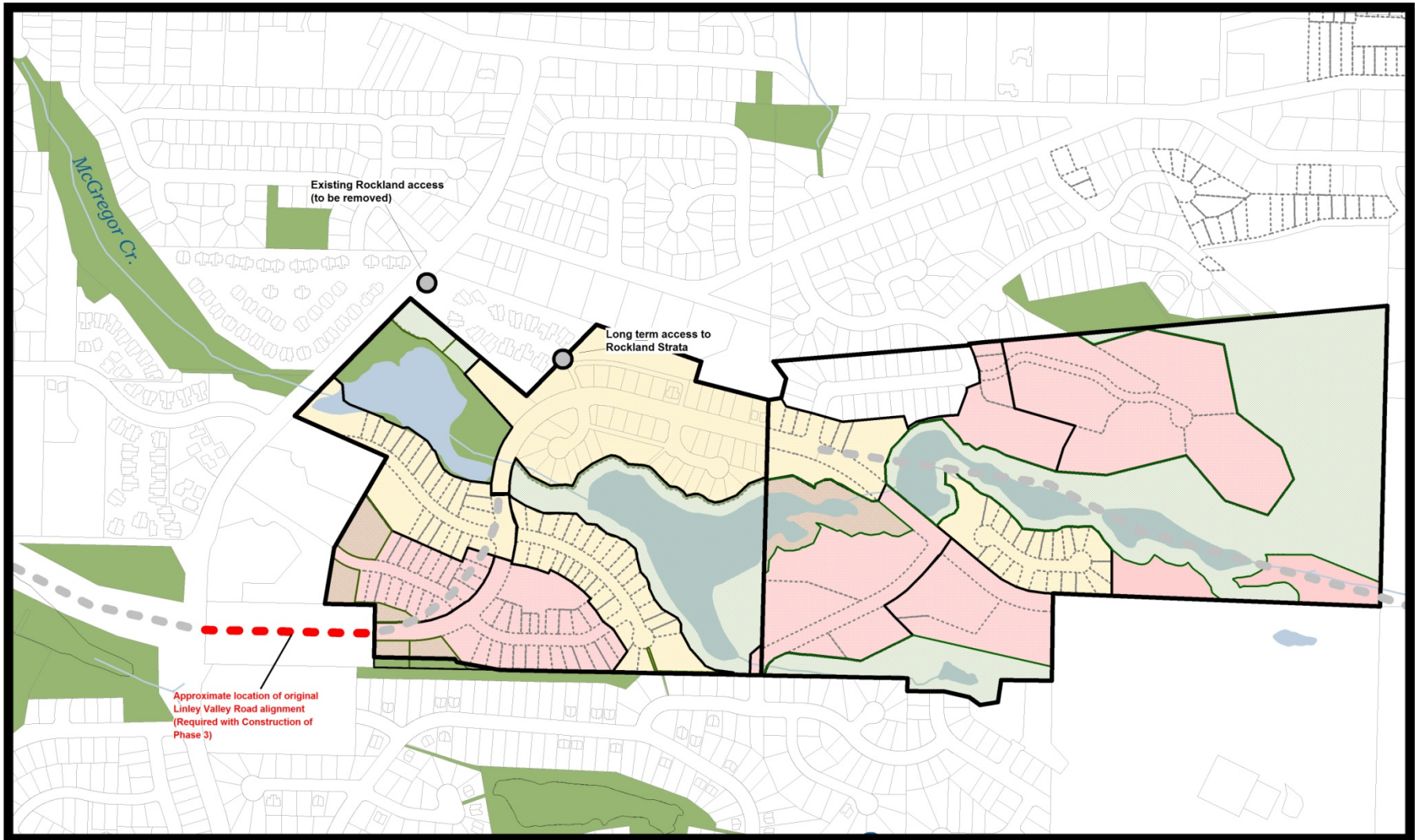
2000s / Turner Rd to Linley Valley - Cottle Lake Park / 2 Lanes / ~4km

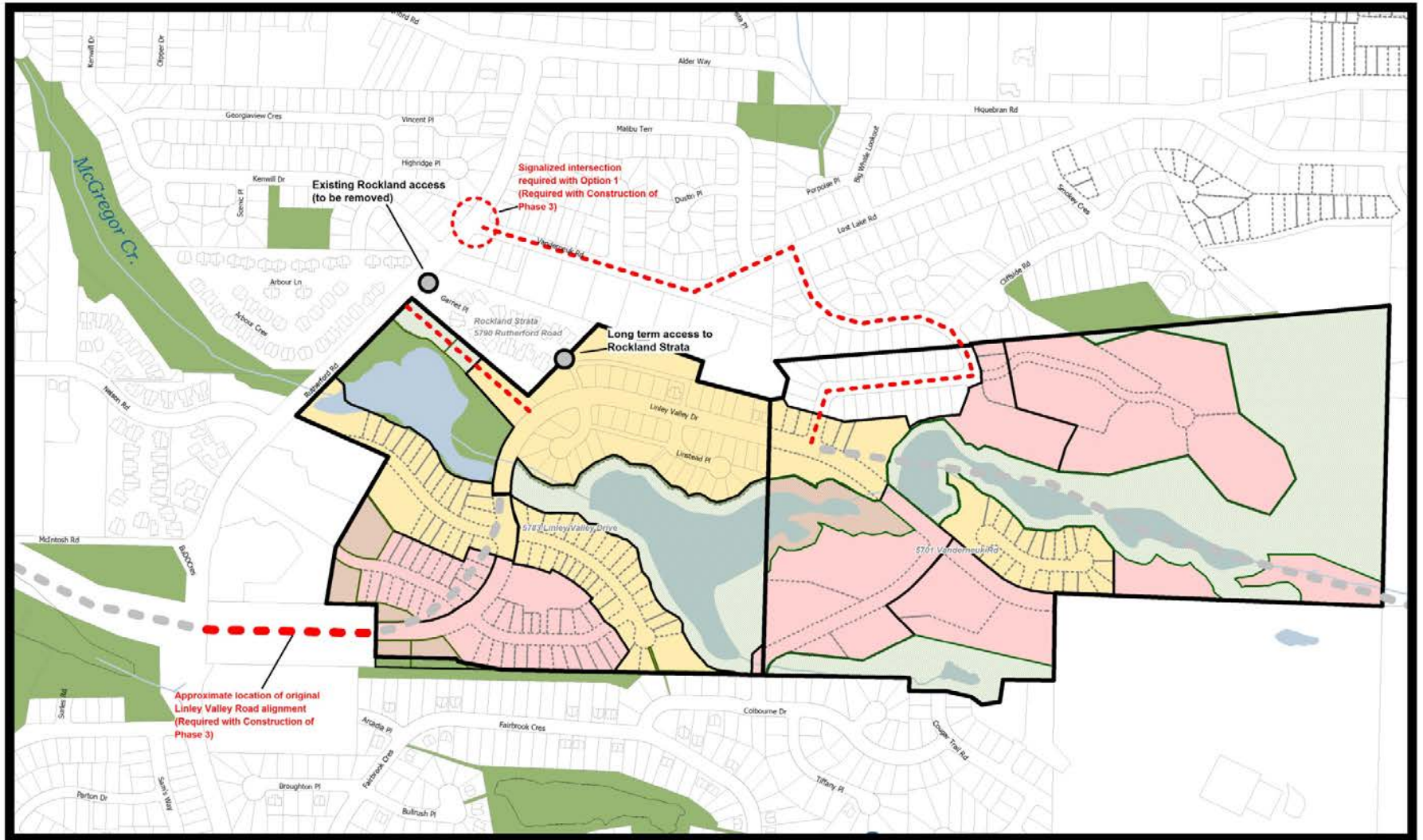
2014 / Turner Rd to LV Park / 2 Lanes / ~2km





















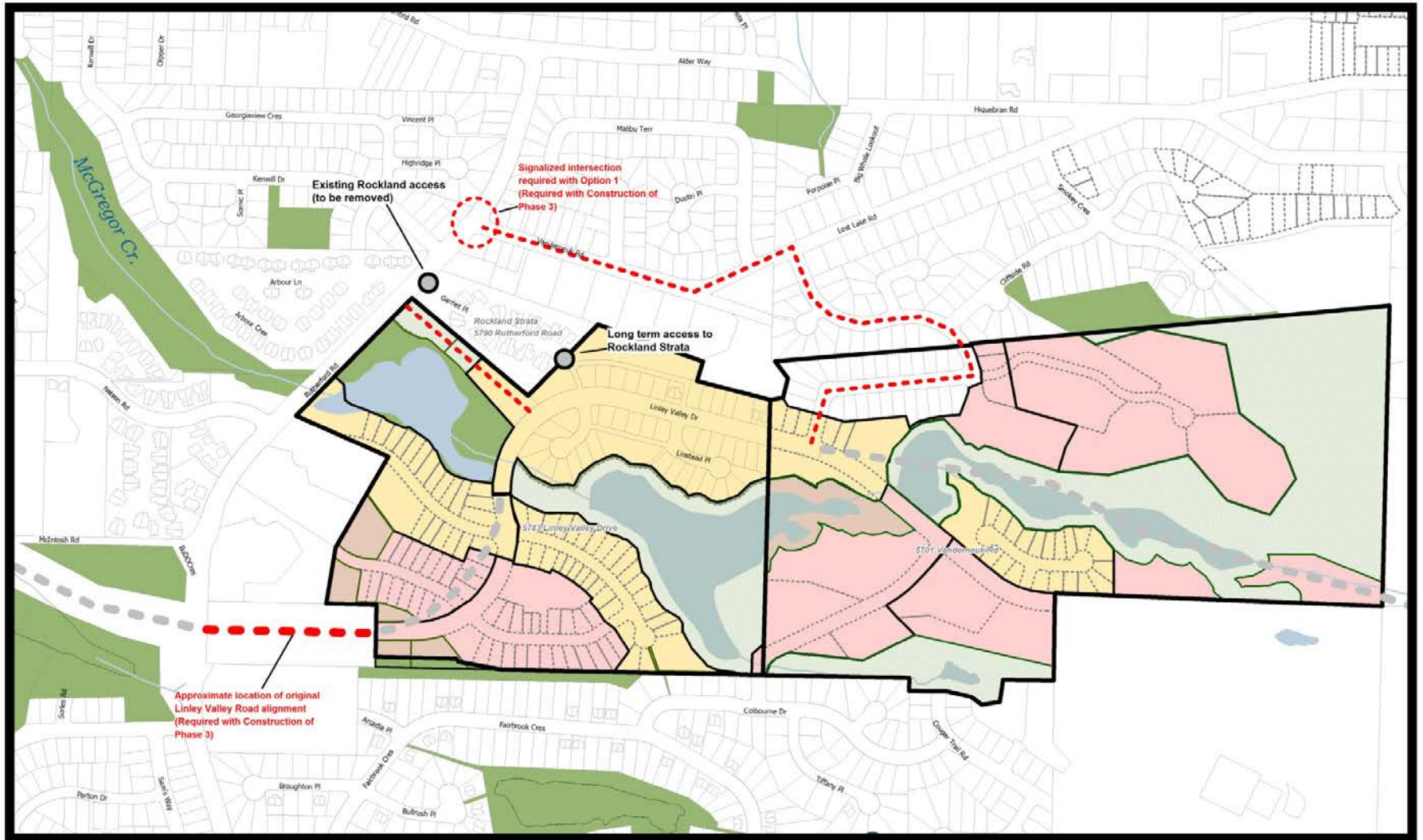
Signalized intersection  
required with Option 1  
(Required with Construction of  
Phase 3)



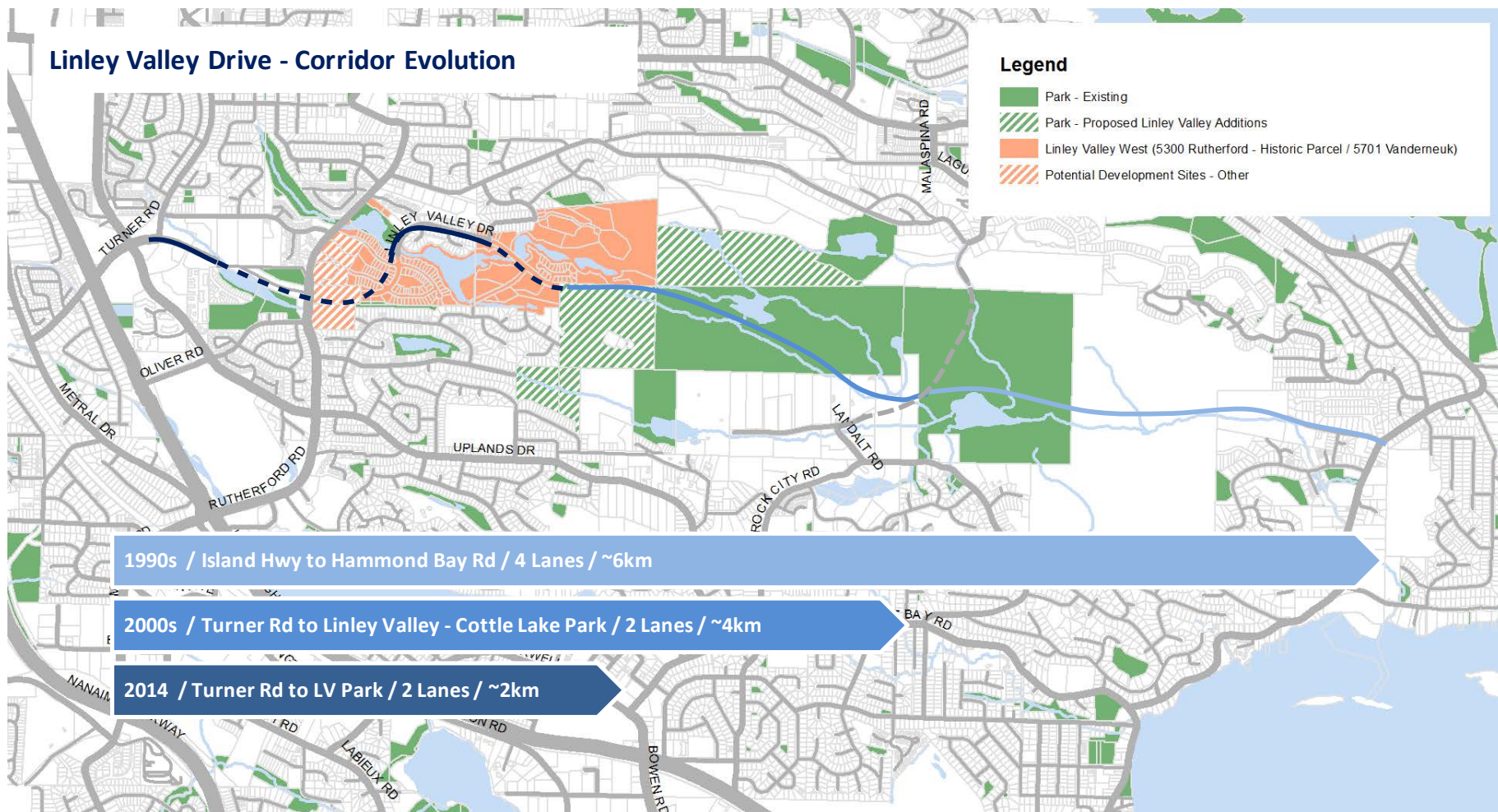


Signalized intersection  
required with Option 1  
(Required with Construction of  
Phase 3)



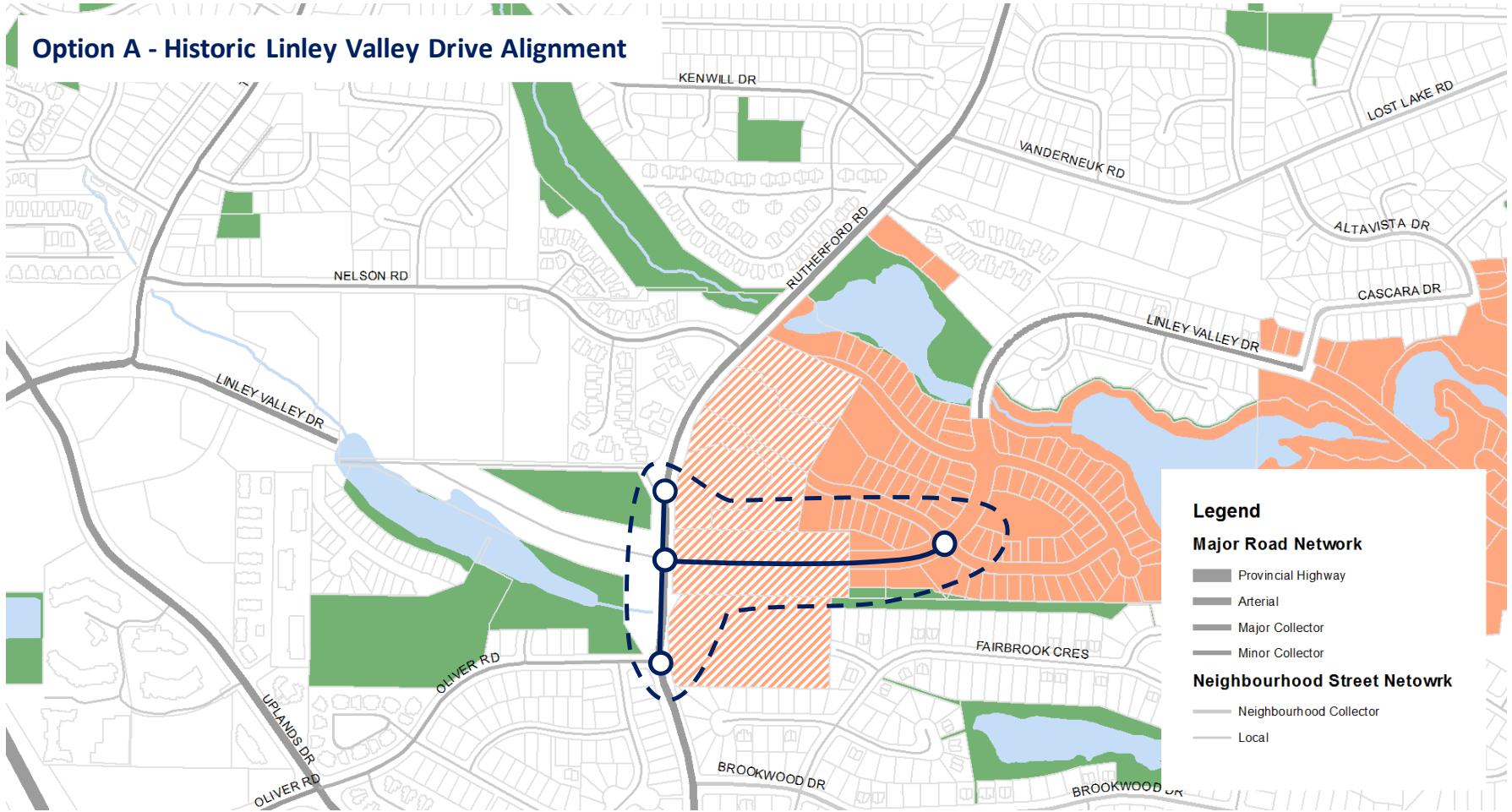


## Linley Valley Drive - Corridor Evolution



- At the regular meeting of Council on 2014-MAY-12, Council directed that Staff prepare a report regarding any future needs for a additional extension to Linley Valley Drive.

## Option A - Historic Linley Valley Drive Alignment

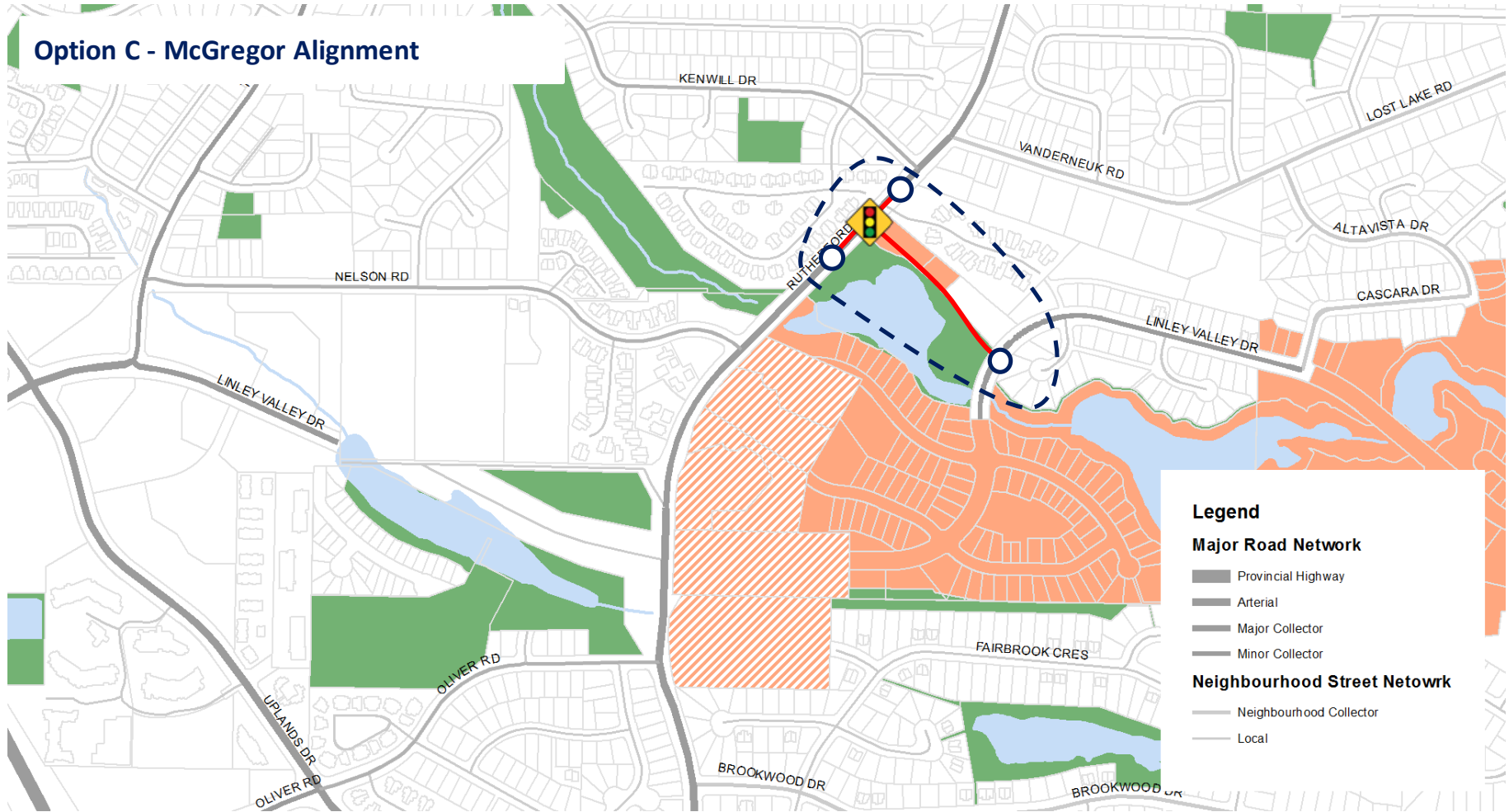




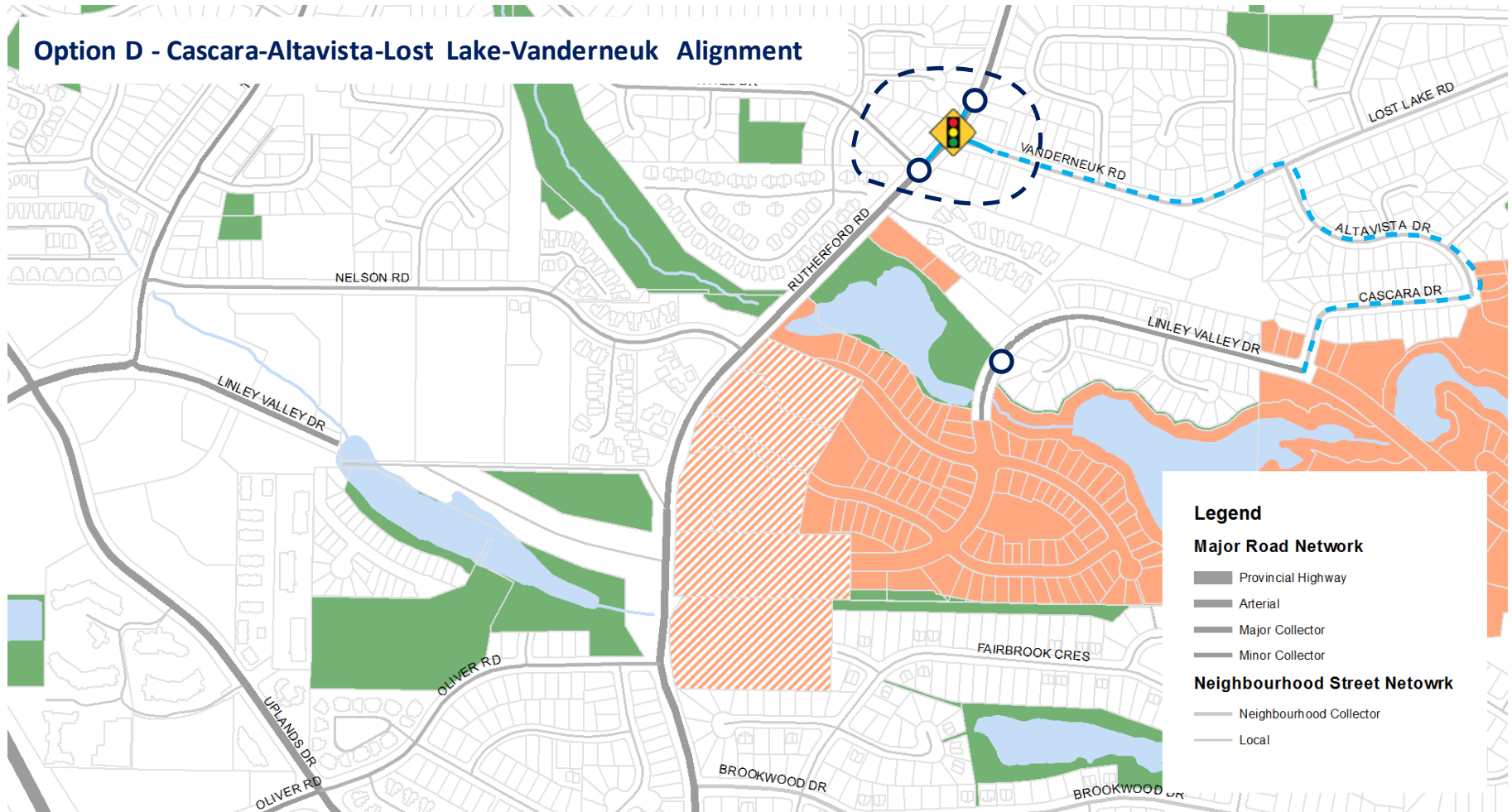
## Option B - Linquist Road Alignment



## Option C - McGregor Alignment



## Option D - Cascara-Altavista-Lost Lake-Vanderneuk Alignment



**SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-SEP-29, AT 5:30 P.M.

---

1. **ADOPTION OF AGENDA:**

*That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).*

2. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-SEP-08 at 4:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC.

*Pg. 1-3*

3. **PRESENTATIONS:**

NONE

4. **MAYOR'S REPORT:**

5. **ADMINISTRATION:**

- (a) Strategic Relations (for discussion purposes when applicable)

6. **CORPORATE SERVICES:**

- (a)

(b)

7. **COMMUNITY SERVICES:**

NONE

8. **CORRESPONDENCE:**

NONE

9. **OTHER BUSINESS:**

10. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR BRENNAN  
2014-SEP-08 to 2014-OCT-19

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-SEP-08, AT 4:30 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor M. D. Brennan (arrived 4:35 p.m.)  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp (vacated 6:51 p.m.)  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
B. E. Clemens, Director of Finance (vacated 6:37 p.m.)  
G. Ferrero, Director of Information Technology & Legislative Services  
D. Lindsay, Director of Community Development  
G. Goodall, Director of Engineering & Public Works (vacated 6:37 p.m.)  
T. P. Seward, Director of Social & Protective Services  
G. Foy, Manager of Transportation  
P. Cooper, Communications Manager, (arrived 4:39 p.m.)  
S. Samborski, Senior Manager of Culture & Heritage (vacated 6:37 p.m.)  
S. Snelgrove, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 4:36 p.m.

2. INTRODUCTION OF LATE ITEMS:

(a)

3. ADOPTION OF AGENDA:

09814 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as amended. The motion was defeated.  
Opposed: Mayor Ruttan, Councillors Anderson, Brennan, Greves, Pattje.

09914 It was moved and seconded that Council adopt the agenda as presented. The motion carried.  
Opposed: Councillor McKay

4. ADOPTION OF MINUTES:

10014 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-AUG-11 at 6:05 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

5. PRESENTATIONS:

- (a) Mr. Dale Lindsay, Director of Community Development, and Mr. Gordon Foy, Manager of Transportation, provided a presentation regarding Linley Valley West Road Network.

Councillor McKay vacated the Douglas Rispin Room at 5:30 p.m.  
Councillor Pattje vacated the Douglas Rispin room at 5:32 p.m.

6. CORPORATE SERVICES:

(a)

(b) Council Appointed Tax Sale Bidder

10214 It was moved and seconded that Council authorize the Manager of Real Estate or designate to bid at the annual Tax Sale to be held 2014-SEP-29, of the general taxable assessed value of each property. The motion carried unanimously.

Councillor Pattje returned to the Douglas Rispin Room at 5:34 p.m.  
Councillor McKay returned to the Douglas Rispin Room at 5:37 p.m.

7. COMMUNITY SERVICES:

(a)

(b) Appointments to the Nanaimo Advisory Planning Committee

10414 It was moved and seconded that Council appoint Ms. Paula Waatainen as a Community At Large representative to the Nanaimo Advisory Planning Committee for a three-year term ending 2017-JUN-30. The motion carried unanimously.

10514 It was moved and seconded that Council appoint Ms. Sandra Larocque as the Neighbourhood Association representative to the Nanaimo Advisory Planning Committee for a two-year term ending 2016-JUN-30. The motion carried unanimously.

10614 It was moved and seconded that Council appoint Ms. Ellen Ross as the Environment Community representative to the Nanaimo Advisory Planning Committee for a two-year term ending 2016-JUN-30. The motion carried unanimously.

10714 It was moved and seconded that Council:

1. appoint Mr. Chris Cross as the Canadian Homebuilders' Association representative to the Nanaimo Advisory Planning Committee for a three-year term ending 2017-JUN-30;
2. appoint Mr. Jim Goldsack as the Nanaimo Neighbourhood Network representative to the Nanaimo Advisory Planning Committee for a three-year term ending 2017-JUN-30;
3. authorize the release of this report following severing of personal information, including Attachments A to G, and that this information be kept permanently confidential; and,
4. announce the appointments at the next open Council meeting.

The motion carried unanimously.

8. OTHER BUSINESS:

- (a) Councillor Bestwick Discussion re: Communication

Councillor Kipp vacated the Douglas Rispin Room at 6:51 p.m.

9. ADJOURNMENT:

10814 It was moved and seconded at 6:52 p.m. that the "In Camera" Meeting terminate.  
The motion carried unanimously.

---

M A Y O R

CERTIFIED CORRECT:

---

CORPORATE OFFICER



**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-SEP-29, AT 5:30 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp (arrived 6:48 p.m.)  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
B. E. Clemens, Director of Finance  
G. Ferrero, Director of Information Technology & Legislative Services  
T. L. Hartley, Director of Human Resources & Organizational Planning  
D. Lindsay, Director of Community Development  
G. Goodall, Director of Engineering & Public Works  
T. P. Seward, Director of Social & Protective Services  
P. Cooper, Communications Manager  
B. Corsan, Manager, Real Estate  
C. Davis, Manager of Sanitation, Recycling & Public Works  
Administration  
D. Smith, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:48 p.m.

2. ADOPTION OF AGENDA:

10914 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. ADOPTION OF MINUTES:

11014 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-SEP-08 at 4:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

4. CORPORATE SERVICES:

(a)

Councillor Kipp entered the Douglas Rispin Room at 6:48 p.m.

(b)

5. ADJOURNMENT:

11614 It was moved and seconded at 6:58 p.m. that the "In Camera" Meeting terminate.  
The motion carried unanimously.

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

CERTIFIED CORRECT:

\_\_\_\_\_  
CORPORATE OFFICER

**AMENDED SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-OCT-20, AT 5:00 P.M.

---

1. **ADOPTION OF AGENDA:**

- 

*That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as amended.*

2. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-SEP-29 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC. *Pg. 4-5*

3. **PRESENTATIONS:**

NONE

4. **MAYOR'S REPORT:**

NONE

5. **ADMINISTRATION:**

- (a) Strategic Relations (for discussion purposes when applicable)

- 

6. **CORPORATE SERVICES:**

- (a) **Expropriation of Right of Way to Accommodate Sidewalk Improvements at 36 Terminal Avenue**

*Purpose: To obtain Council approval under Section 31 of the Community Charter to adopt a resolution authorizing the expropriation of a statutory right of way for sidewalk purposes across part of 36 Terminal Avenue.*

Staff Recommendation: That Council adopt the resolution as described in Attachment A, authorizing the expropriation for a statutory right of way across part of 36 Terminal Avenue.

*Pg. 6-14*

(b)

7. **COMMUNITY SERVICES:**

(a)

(b) **Renaming of Groveland Park to Groveland Gyro Park**

*Purpose: To obtain Council approval for the renaming of Groveland Park to Groveland Gyro Park.*

Staff Recommendation: That Council:

*Pg.29*

1. approve the renaming of Groveland Park to "Groveland Gyro Park"; and,
2. authorize the release of this information in an Open Meeting.

(c) Minutes of the "In Camera" Parks, Recreation and Culture Commission Meeting held 2014-JUN-25.

*Pg. 30-31*

8. **CORRESPONDENCE:**

NONE

9. **OTHER BUSINESS:**

10. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR MCKAY  
2014-OCT-20 to 2014-NOV-30

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-SEP-29, AT 5:30 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp (arrived 6:48 p.m.)  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
B. E. Clemens, Director of Finance  
G. Ferrero, Director of Information Technology & Legislative Services  
T. L. Hartley, Director of Human Resources & Organizational Planning  
D. Lindsay, Director of Community Development  
G. Goodall, Director of Engineering & Public Works  
T. P. Seward, Director of Social & Protective Services  
P. Cooper, Communications Manager  
B. Corsan, Manager, Real Estate  
C. Davis, Manager of Sanitation, Recycling & Public Works  
Administration  
D. Smith, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:48 p.m.

2. ADOPTION OF AGENDA:

10914 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. ADOPTION OF MINUTES:

11014 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-SEP-08 at 4:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

4. CORPORATE SERVICES:

(a)

Councillor Kipp entered the Douglas Rispin Room at 6:48 p.m.

(b)

5. ADJOURNMENT:

11614 It was moved and seconded at 6:58 p.m. that the "In Camera" Meeting terminate.  
The motion carried unanimously.

\_\_\_\_\_  
MAYOR

CERTIFIED CORRECT:

\_\_\_\_\_  
CORPORATE OFFICER

**“In Camera”**

**City of Nanaimo  
REPORT TO COUNCIL**

DATE OF MEETING: 2014-OCT-20

AUTHORED BY: NANCY SKEELS, PROPERTY AGENT, REAL ESTATE

RE: EXPROPRIATION OF RIGHT OF WAY TO ACCOMMODATE SIDEWALK  
IMPROVEMENTS AT 36 TERMINAL AVENUE

---

STAFF RECOMMENDATION:

That Council adopt the resolution as described in Attachment A, authorizing the expropriation for a statutory right of way across part of 36 Terminal Avenue.

PURPOSE:

The purpose of this Staff report is to obtain Council approval under Section 31 of the *Community Charter* to adopt a resolution authorizing the expropriation of a statutory right of way for sidewalk purposes across part of 36 Terminal Avenue.

SUMMARY:

On 2013-DEC-02, Council directed Staff to prepare a report outlining options to improve pedestrian safety along the East side of Highway 19A (Terminal Avenue), between Campbell Street and Comox Road, a distance of approximately 150 metres.

Staff prepared the report and identified that a public sidewalk will require the acquisition of a right of way from three privately-owned properties at 10 Terminal Avenue, 36 Terminal Avenue and 60 Terminal Avenue.

On 2014-JUN-09, Council directed Staff to acquire pedestrian rights of way from the three properties to facilitate development of a sidewalk.

BACKGROUND

Staff had received replies from the property owners of 10 and 60 Terminal Avenue indicating that, in principle, they may be prepared to grant rights of way to the City. During the course of the negotiations, Staff have been unable to negotiate an agreement with the owner of 36 Terminal Avenue and are not optimistic that continued discussions will result in a satisfactory agreement.

Staff have had an appraisal prepared for 36 Terminal Avenue and the market value compensation for the right of way is \$7,800.

- Council
- Committee.....
- Open Meeting
- In-Camera Meeting

Meeting Date: 2014-OCT-20



In order to meet the projects spring 2015 commencement date, Staff recommend that Council expropriate these rights from 36 Terminal Avenue.

The *Expropriation Act* outlines a two-step process for a municipality to expropriate land.

The first step requires Council's authorization of the proposed expropriation, and will involve:

- serving a copy of the *Expropriation Act* and Expropriation Notice on the owner;
- Filing the Expropriation Notice in the Land Title Office; and
- Posting of an Expropriation Notification sign on the property.

The second step requires Council to approve the expropriation and authorize the advance payment. Staff will subsequently report to Council on 2014-NOV-10 to fulfill those requirements.

**DISCUSSION:**

***Strategic Plan Considerations***

The proposal to improve this pedestrian access meets two of the key priorities identified in the 2012-2015 Strategic Plan, including:

Strategy	Potential Strategies and/or Initiatives
Transportation and Mobility	<ul style="list-style-type: none"> <li>• Increased shift and viability of active transportation options</li> <li>• A city that effectively responds to the accessibility and mobility needs of those who do not own a car.</li> </ul>
Taking Responsibility	<ul style="list-style-type: none"> <li>• Continuing to facilitate change and overall development consistent with vision and plans; taking action steps to be a catalyst or investment in the City's future.</li> </ul>

**Recommendations for Release of Information to the Public:**

- For release upon conclusion of the expropriation.

Respectfully submitted,

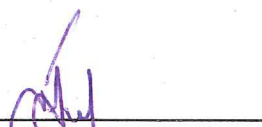


Bill Corsan,  
Manager, Real Estate  
Community Development

Concurrence by:



Dale Lindsay  
Director  
Community Development



Toby Seward  
Acting General Manager  
Community Development & Protective Services

**CITY MANAGER COMMENT:**

I concur with the Staff recommendation.

## ATTACHMENT A

### CITY OF NANAIMO

#### Resolution Authorizing Expropriation Pursuant to Section 31 of the *Community Charter* and Authorizing Issuance of the Expropriation Notice

---

WHEREAS the Council of the City of Nanaimo has established a service of operating public walkways, paths, trails, sidewalks and other public ways;

AND WHEREAS Section 31 of the *Community Charter* authorizes a municipality to expropriate real property or an interest in real property, in accordance with the *Expropriation Act*, for the purpose of exercising or performing its powers, duties and functions;

AND WHEREAS the Council of the City of Nanaimo considers it necessary to expropriate a statutory right of way under section 218 of the *Land Title Act*, in the form attached to these resolutions as Schedule A (hereinafter referred to as the "Right of Way") over a portion of the land located at 36 Terminal Avenue, Nanaimo, BC, and legally described as Parcel Identifier: 001-308-769, Lot 3, Block 42, Section 1, Nanaimo District, Plan 584, which portion is shown outlined in heavy black on the reference plan prepared by Douglas W. Holme, BCLS and certified correct on the 1<sup>st</sup> day of October, 2014 (a reduced copy of which is attached as Schedule B) and which portion is hereinafter referred to as the "Expropriation Area", for the purpose of constructing, operating, and maintaining a public sidewalk;

NOW THEREFORE the Council of the City of Nanaimo resolves that:

1. The City of Nanaimo hereby takes and expropriates a statutory right of way under section 218 of the *Land Title Act* (in the form of the Right of Way) over the Expropriation Area and is hereby authorized to enter on and use the Expropriation Area to construct, maintain, and operate a public sidewalk.
2. The work or purpose for which the statutory right of way is required is for constructing, maintaining, and operating a public sidewalk.
3. An Expropriation Notice pursuant to the *Expropriation Act* is authorized to be issued in the form attached as Schedule C to this resolution (the "Expropriation Notice").
4. The Corporate Officer is authorized and directed to:
  - (a) sign and seal the Expropriation Notice;
  - (b) cause the Expropriation Notice to be filed in the Victoria Land Title Office and to execute all documents required in connection with such filing;
  - (c) undertake all inquiries, court applications and other steps necessary in order to cause the Expropriation Notice, together with a copy of the *Expropriation Act*, to be served on the current owners of the Expropriation Area;

- (d) cause an expropriation sign to be placed on the Expropriation Area in accordance with the *Expropriation Act*; and
- (e) serve the Expropriation Notice on the Approving Authority for this expropriation.

## Schedule A

## TERMS OF INSTRUMENT- PART 2

**WHEREAS:**

- A. Transferor is the registered owner, or is entitled to become the registered owner, of the lands and premises more particularly described in Form C (page 1) hereto (the "Lands of Transferor");
- B. The Transferee wishes to construct and maintain a public sidewalk for the purpose of pedestrian traffic and other facilities in connection therewith including signage, drainage, lighting, and traffic control devices for the use and enjoyment of members of the general public (the "Sidewalk").
- C. The Transferor has agreed to permit the construction of the Sidewalk by the Transferee over a portion of the Lands of the Transferor and to grant for that purpose the Right-of-way hereinafter described;
- D. It is necessary for the construction, operation, and maintenance of the Transferee's undertaking of the provision of a pedestrian Right-of-way for the enjoyment of the general public that a Right-of-way be established in accordance with this document.

**NOW THEREFORE THIS INDENTURE WITNESSES** that in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada, now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged by the Transferor), and in consideration of the covenants and conditions hereinafter contained to be observed and performed by the Transferee and for other valuable consideration:

**THE TRANSFEROR DOES HEREBY:**

- 1.1 Grant, convey, confirm and transfer, in perpetuity, unto the Transferee, its successors, assigns and all of its officers, employees, agents, workers, contractors, licensees the full, free and uninterrupted right, license, liberty, privilege, permission and Right-of-way to lay down, install, construct, use, maintain, inspect, alter, remove, and replace the Sidewalk and unto the Transferee for and on behalf of and for the benefit and use of all members of the public who might so desire at all times to enter, use, go, return, pass over and across the Sidewalk upon and across that portion of the Lands of the Transferor (Herein called the "Right-of-Way", as shown outlined and marked on the Right-of-Way Plan described in Item 3 on Form C.)
- 1.2 Covenant and agree to and with the Transferee that for the purposes aforesaid and upon, under and across the Right-of-way, the Transferee shall for itself and its officers, employees, agents, workers, contractors and all other licensees of the Transferee together with machinery, vehicles, equipment, and materials be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, place fill, carry away soil or other surface or subsurface materials, clear of all trees, growth, buildings or obstruction now or hereafter in

existence, as may be necessary, useful, or convenient in connection with the operations of the Transferee in relation to the Sidewalk.

**2.0 THE TRANSFEROR HEREBY COVENANTS TO AND AGREES WITH THE TRANSFEEE**, as follows:

2.1 The Transferor will not, nor permit any other person to erect, place, install or maintain any building, structure, addition to a building or structure, mobile home, patio, pipe, wire or other conduit on, over or under any portion of the Right-of-way.

2.2 The Transferor agrees not to do anything that in any way interferes with or damages or prevents access to or is likely to cause harm to the Sidewalk authorized hereby to be installed in or upon the Right-of-way.

**3.0 THE TRANSFEEE HEREBY COVENANTS TO AND AGREES WITH THE TRANSFEROR**, as follows:

3.1 That the Transferee will thoroughly clean all lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon by the Transferee and will leave such lands in a neat and clean condition.

3.2 That the Transferee will, as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands of the Transferor as possible.

**4.0 THE PARTIES HERETO EACH COVENANT TO AND AGREE WITH THE OTHER**, as follows:

4.1 That no part of the title in fee simple to the Right-of-Way shall pass to or be vested in the Transferee under or by virtue of these presents and the Transferor may fully use and enjoy the Right-of-Way subject only to the rights and restrictions herein contained.

4.2 That the covenants herein contained constitutes a charge on the land in favour of the Transferee and confers on the Transferee the right to use the land charged in accordance with the terms of the instrument, and the terms, conditions and covenants expressed in the instrument are binding on and take effect to the benefit of the grantor and grantee and their successors in title, unless a contrary intention appears.

4.3 That, if at the date hereof and the Transferor is not the sole registered owner of the Lands of the Transferor, this Agreement shall nevertheless bind the Transferor to the full extent of his interest therein, and if he shall acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after- acquired interests.

4.4 Where the expression "Transferor" includes more than one person, all covenants herein on the part of the Transferor shall be construed as being several as well as joint.

4.5 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or

neuter, as the case may be, had been used, where the parties or the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

**IN WITNESS WHEREOF** the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C & D (attached hereto).

Schedule B

STATUTORY RIGHT OF WAY PLAN OVER PART OF LOT 3,  
BLOCK 42, SECTION 1, NANAIMO DISTRICT, PLAN 584.

PLAN EPP45372

PURSUANT TO SECTION 113, LAND TITLE ACT AND SECTION 6, EXPROPRIATION ACT

BCGS 92G.011

0 5 10 20 30 40 50  
The intended plot size of this plan is 216mm in width by 280mm in height (A size) when plotted at a scale of 1:500

LEGEND

- ⊙ denotes Control Monument found.
- ⊙ denotes Lead Plug found.
- ⊙ denotes Standard Iron Post found.

Integrated Survey Area No. 20, Nanaimo, NAD83 (CSRS)

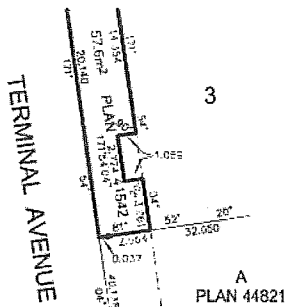
Grid bearings are derived from observations between geodetic control monuments B245544 and B284771.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average scale factor of 0.9999544 which has been derived from control monuments B245544 and B284771.

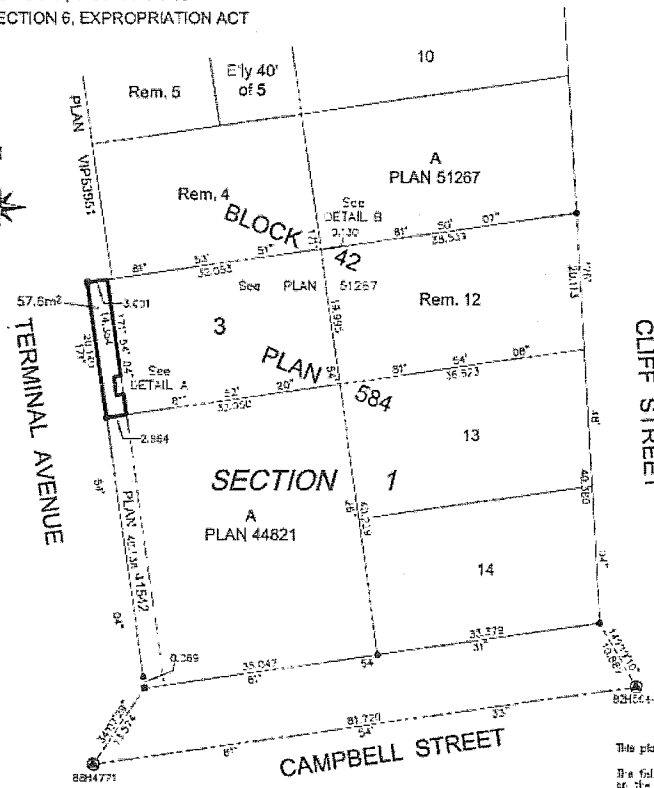
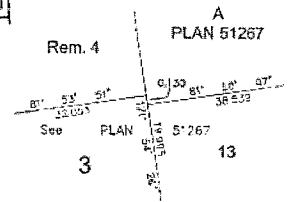
All distances shown are in metres.



DETAIL A  
Not to scale



DETAIL B  
Not to scale



JOE ANDERSON & ASSOCIATES  
B.C. Land Surveyors - Consulting Engineers  
Victoria - Nanaimo - Port Moody, B.C.  
File# 84079

This plan lies within the Regional District of Nanaimo  
The field survey represented by this plan was completed  
on the 20th day of September, 2014  
Douglas W. Heine, BCLS 732

Schedule C

**EXPROPRIATION NOTICE**

TAKE NOTICE that the City of Nanaimo, 455 Wallace Street, Nanaimo, BC, V9R 5J6, (250) 754-4251, intends to expropriate a statutory right of way interest in the lands described below:

Civic Address: 36 Terminal Avenue, Nanaimo, BC,

Legal Description: Parcel Identifier: 001-308-769, Lot 3, Block 42, Section 1, Nanaimo District, Plan 584

Registered Owner: 0883936 B.C. LTD.

The purpose for which the statutory right of way is required is for the construction, maintenance, and operation of a public sidewalk.

The approving authority for this expropriation is the City of Nanaimo, 455 Wallace Street, Nanaimo, BC, V9R 5J6, (250) 754-4251. Any inquiries regarding the expropriation should be directed to the Manager, Real Estate, City of Nanaimo (250) 755-4426.

Dated at Nanaimo, BC this \_\_\_\_ day of \_\_\_\_\_, 2014.

City of Nanaimo

By \_\_\_\_\_

Title: \_\_\_\_\_



# IN CAMERA

## City of Nanaimo

### REPORT TO COUNCIL

DATE OF MEETING: 2014-OCT-20

AUTHORED BY: DIANA JOHNSTONE, CHAIR  
PARKS, RECREATION AND CULTURE COMMISSION

RE: RENAMING OF GROVELAND PARK TO GROVELAND GYRO PARK

---

#### RECOMMENDATION:

That Council:

1. approve the renaming of Groveland Park to "Groveland Gyro Park"; and,
2. authorize the release of this information in an Open Meeting.

#### PURPOSE:

To obtain Council approval.

#### BACKGROUND:

At the 2014-OCT-01 "In Camera" meeting of the Parks, Recreation and Culture Commission, Mr. Saul Hilchey, representing the Gyro Club of Nanaimo, gave a presentation requesting that Groveland Park be renamed to "Groveland Gyro Park" in recognition of approximately \$18,000 in funds that the Gyro Club of Nanaimo wish to provide towards park refurbishment.

This contribution is contingent upon a number of factors – those being, that there be community involvement, that the funds are used to pave the hard court area, that the Gyro Club has a lasting legacy of their contribution by way of renaming the park from Groveland Park to "Groveland Gyro Park", and, that this renaming is approved with work taking place within the next month.

A representative of the neighbourhood community was present and advised that they are in agreement with this contribution and name change.

At that meeting, the Parks, Recreation and Culture Commission unanimously approved a motion to recommend that Council approve the renaming of Groveland Park to "Groveland Gyro Park."

Respectfully submitted,



---

Diana Johnstone  
CHAIR  
PARKS, RECREATION AND CULTURE COMMISSION

2014-OCT-14

File: A4-2-1 / A2-4 / D1-2-6-1

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Council  
 Committee.....  
 Open Meeting  
 In-Camera Meeting  
Meeting Date: 2014-OCT-20

**“IN CAMERA” MINUTES**  
PARKS, RECREATION AND CULTURE COMMISSION MEETING  
SERVICE AND RESOURCE CENTRE BOARD ROOM  
WEDNESDAY, 2014-JUN-25  
FOLLOWING THE REGULAR COMMISSION MEETING

---

PRESENT: Commissioner D. Johnstone, Chair

Members: Commissioner T. Greves  
Commissioner F. Pattje  
Commissioner K. Alden  
Commissioner L. Avis  
Commissioner M. Beaudoin-Lobb  
Commissioner H. Houle  
Commissioner A. McPherson  
Commissioner D. Rinald  
Commissioner G. Savage  
Commissioner I. Thorpe  
Commissioner M. Young

Staff: R. Harding, Director, Parks, Recreation and Environment  
R. Tweed, Recording Secretary  
B. Corsan, Manager, Real Estate  
A. Britton, Acting Manager, Parks Operations  
K. MacDonald, Parks and Open Space Planner  
D. Johnston, Assistant Manager, Aquatics  
A. Jetter, Lifeguard Instructor, Aquatics

1. CALL THE “IN CAMERA” MEETING TO ORDER:

The “In Camera” Meeting was called to order at 5:52 p.m.

2. INTRODUCTION OF LATE ITEMS:

3. ADOPTION OF AGENDA:

It was moved and seconded that the Parks, Recreation and Culture Commission, in accordance with Section 90(1)(b) and 90(1)(n) of the Community Charter, adopt the agenda as presented.. The motion carried unanimously.

4. ADOPTION OF MINUTES:

It was moved and seconded that the Minutes of the “In Camera” Meeting of the Parks, Recreation and Culture Commission held Thursday, 2014-JUN-12 at 8:50 p.m. in the Service and Resource Centre Board Room be adopted as circulated. The motion carried unanimously.

5. PRESENTATIONS: (None.)
6. CHAIR'S REPORT: (None.)
7. REPORTS OF ADVISORY BODIES: (None.)
8. STAFF REPORTS: (None.)
9. CORRESPONDENCE: (None.)
10. NOTICE OF MOTION: (None.)
11. OTHER BUSINESS: (None.)
12. DELEGATIONS (not related to a Report to Commission): (10 MINUTES)

- (a) Andrew Tuck, representing the Parkwood area neighbourhood, requesting that Cathedral Grove Park be renamed to "Daynes Park" in recognition of 20 years of dedicated service to the community by Mr. Len Daynes, who passed away on 2014-JUN-09.

Mr. Tuck provided a handout which included four letters and a petition in support of changing the name of Cathedral Grove Park to "Daynes Park".

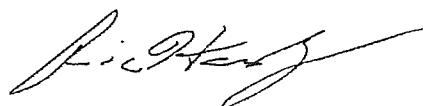
It was moved and seconded that the delegation be received. The motion carried unanimously.

It was moved and seconded that the Parks, Recreation and Culture Commission recommend that Council approve the renaming of Cathedral Grove Park to "Daynes Park". The motion carried unanimously.

13. QUESTION PERIOD: (No questions.)
14. ADJOURNMENT:

It was moved and seconded at 6:03 p.m. that the "In Camera" meeting adjourn. The motion carried unanimously.

CERTIFIED CORRECT:



---

D. Johnstone, Chair  
Parks, Recreation and Culture Commission

---

R. Harding, Director  
Parks, Recreation and Environment

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-OCT-20, AT 5:00 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor J. F. K. Pattje

Absent: Councillor W. B. McKay

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
I. Howat, General Manager of Corporate Services  
B. E. Clemens, Director of Finance  
R. J. Harding, Director of Parks, Environment & Recreation (arrived at 5:55 p.m.)  
T. L. Hartley, Director of Human Resources & Organizational Planning  
D. Lindsay, Director of Community Development  
G. Goodall, Director of Engineering & Public Works  
T. P. Seward, Director of Social & Protective Services  
P. Rosen, Manager of Engineering Projects  
B. Corsan, Manager of Real Estate  
P. Cooper, Communications Manager  
G. Ferrero, Director of Information Technology & Legislative Services  
K. King, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:04 p.m.

2. INTRODUCTION OF LATE ITEMS:

(a)

3. ADOPTION OF AGENDA:

11714 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as amended. The motion carried unanimously.

4. ADOPTION OF MINUTES:

11814 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-SEP-29 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC be adopted as circulated. The motion carried unanimously.

Ms. K. King, Recording Secretary, vacated the Douglas Rispin room at 5:05 p.m.

5. ADMINISTRATION:

- (a) Strategic Relations (for discussion purposes when applicable)

Ms. King returned to the Douglas Rispin room at 5:33 p.m.

The Meeting recessed at 5:33 p.m.

The Meeting resumed at 5:51 p.m.

6. CORPORATE SERVICES:

- (a) Expropriation of Right of Way to Accommodate Sidewalk Improvements at 36 Terminal Avenue

12014 It was moved and seconded that Council adopt the resolution as described in Attachment A, authorizing the expropriation for a statutory right of way across part of 36 Terminal Avenue. The motion carried unanimously.

- (b)

9. COMMUNITY SERVICES:

- (a)

(b) Renaming of Groveland Park to Groveland Gyro Park

12314 It was moved and seconded that Council:

1. approve the renaming of Groveland Park to “Groveland Gyro Park”; and,
2. authorize the release of this information in an Open Meeting.

The motion carried unanimously.

(c) Minutes of the “In Camera” Parks, Recreation and Culture Commission Meeting held 2014-JUN-25.

7. ADJOURNMENT:

12414 It was moved and seconded at 6:13 p.m. that the "In Camera" Meeting terminate.  
The motion carried unanimously.

---

M A Y O R

CERTIFIED CORRECT:

---

CORPORATE OFFICER

CITY OF NANAIMO

NOTICE OF A SPECIAL "IN CAMERA" COUNCIL MEETING  
PURSUANT TO "COUNCIL PROCEDURE BYLAW 2007 NO. 7060"

---

NOTICE IS HEREBY GIVEN pursuant to "COUNCIL PROCEDURE BYLAW 2007 NO. 7060", of a Special Council Meeting to be held:

DATE: Monday, 2014-OCT-20

LOCATION: Douglas Rispin Room, Vancouver Island Conference Centre  
80 Commercial Street, Nanaimo, BC

TIME: 5:00 p.m.


The Special "In Camera" Council meeting will be closed to the public in order to deal with the following matter under:

*Community Charter* Section 90(1):

- (b) personal information about an identifiable individual who is being considered for a municipal award or honour, or who has offered to provide a gift to the municipality on condition of anonymity;
- (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;
- (g) litigation or potential litigation affecting the municipality;
- (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the *Freedom of Information and Protection of Privacy Act*;
- (n) the consideration of whether a Council meeting should be closed under a provision of this subsection or subsection (2); and,

*Community Charter* Section 90(2):

- (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;

  
\_\_\_\_\_  
K. King  
DEPUTY CORPORATE OFFICER

\*\*\* Notice to be posted on outside Main Notice Board, 455 Wallace Street, Nanaimo, BC

**SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-OCT-27, AT 6:00 P.M.

---

1. **ADOPTION OF AGENDA:**

*That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).*

2. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-OCT-20 at 5:00 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC.

3. **PRESENTATIONS:**

NONE

4. **MAYOR'S REPORT:**

NONE

5. **ADMINISTRATION:**

- (a) Strategic Relations (for discussion purposes when applicable)

6. **CORPORATE SERVICES:**

(a)

(b) **Appointments to the City of Nanaimo Design Advisory Panel**

*Purpose: To obtain Council approval for appointments to the City of Nanaimo Design Advisory Panel (DAP).*



Staff Recommendation: That Council:

Pg. 7-15

1. consider appointing one of the following applicants as a Community-at-Large representative to the City of Nanaimo Design Advisory Panel for the remainder of the three year term ending 2015-MAR-31:
2. appoint Mr. Raymond de Beeld as the Architectural Institute of British Columbia (AIBC) representative to the City of Nanaimo Design Advisory Panel for the remainder of the three year term ending 2015-MAR-31.
3. appoint Mr. David Reid as the British Columbia Society of Landscape Architects (BCSLA) representative to the City of Nanaimo Design Advisory Panel for the remainder of the three year term ending 2015-MAR-31.
4. authorize the release of this report following severing of personal information, including Attachments A, B and C, and that this information be kept permanently confidential.
5. announce the appointments at the next open Council meeting.

7. **COMMUNITY SERVICES:**

NONE

8. **CORRESPONDENCE:**

NONE

9. **OTHER BUSINESS:**

10. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR MCKAY  
2014-OCT-20 to 2014-NOV-30

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-OCT-20, AT 5:00 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor J. F. K. Pattje

Absent: Councillor W. B. McKay

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
I. Howat, General Manager of Corporate Services  
B. E. Clemens, Director of Finance  
R. J. Harding, Director of Parks, Environment & Recreation (arrived at 5:55 p.m.)  
T. L. Hartley, Director of Human Resources & Organizational Planning  
D. Lindsay, Director of Community Development  
G. Goodall, Director of Engineering & Public Works  
T. P. Seward, Director of Social & Protective Services  
P. Rosen, Manager of Engineering Projects  
B. Corsan, Manager of Real Estate  
P. Cooper, Communications Manager  
G. Ferrero, Director of Information Technology & Legislative Services  
K. King, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:04 p.m.

2. INTRODUCTION OF LATE ITEMS:

(a)

3. ADOPTION OF AGENDA:

11714 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as amended. The motion carried unanimously.

4. ADOPTION OF MINUTES:

11814 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-SEP-29 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC be adopted as circulated. The motion carried unanimously.

Ms. K. King, Recording Secretary, vacated the Douglas Rispin room at 5:05 p.m.

5. ADMINISTRATION:

- (a) Strategic Relations (for discussion purposes when applicable)

Ms. King returned to the Douglas Rispin room at 5:33 p.m.

The Meeting recessed at 5:33 p.m.

The Meeting resumed at 5:51 p.m.

6. CORPORATE SERVICES:

- (a) Expropriation of Right of Way to Accommodate Sidewalk Improvements at 36 Terminal Avenue

12014 It was moved and seconded that Council adopt the resolution as described in Attachment A, authorizing the expropriation for a statutory right of way across part of 36 Terminal Avenue. The motion carried unanimously.

- (b)

9. COMMUNITY SERVICES:

- (a)

(b) Renaming of Groveland Park to Groveland Gyro Park

12314 It was moved and seconded that Council:

1. approve the renaming of Groveland Park to "Groveland Gyro Park"; and,
2. authorize the release of this information in an Open Meeting.

The motion carried unanimously.

(c) Minutes of the "In Camera" Parks, Recreation and Culture Commission Meeting held 2014-JUN-25.

7. ADJOURNMENT:

12414 It was moved and seconded at 6:13 p.m. that the "In Camera" Meeting terminate.  
The motion carried unanimously.

---

M A Y O R

CERTIFIED CORRECT:

---

CORPORATE OFFICER

**“IN CAMERA”**

**City of Nanaimo**

**REPORT TO COUNCIL**

DATE OF MEETING: 2014-OCT-27

AUTHORED BY: GARY NOBLE, DEVELOPMENT APPROVAL PLANNER,  
PLANNING & DESIGN SECTION

RE: APPOINTMENTS TO THE CITY OF NANAIMO DESIGN ADVISORY PANEL

---

STAFF RECOMMENDATION:

That Council:

1. Consider appointing one of the following applicants as a Community-at-Large representative to the City of Nanaimo Design Advisory Panel for the remainder of the three year term ending 2015-MAR-31:
  -
2. Appoint Mr. Raymond de Beeld as the Architectural Institute of British Columbia (AIBC) representative to the City of Nanaimo Design Advisory Panel for the remainder of the three year term ending 2015-MAR-31.
3. Appoint Mr. David Reid as the British Columbia Society of Landscape Architects (BCSLA) representative to the City of Nanaimo Design Advisory Panel for the remainder of the three year term ending 2015-MAR-31.
4. Authorize the release of this report following severing of personal information, including Attachments A, B and C, and that this information be kept permanently confidential.
5. Announce the appointments at the next open Council meeting.

PURPOSE:

To present submissions to become a representative on the City of Nanaimo Design Advisory Panel (DAP).

BACKGROUND:

DAP is composed of six appointees. The membership includes two Architects, one Landscape Architect and three Community-at-Large representatives.

- Council
- Committee.....
- Open Meeting
- In-Camera Meeting

Meeting Date: 2014-OCT-27

The term for these positions will expire 2015-MAR-31. Staff recently advertised for the Community-at-Large position (with a closing date of 2014-OCT-15).

1 applications were received for the Community-at-Large position.

DISCUSSION:

A total of 1 applications were submitted in response to the Community-at-Large vacancies on DAP. These applications are summarized below, and attached (Attachments A to C), with each offering a range of design and construction experience.

***Community-at-Large Representative***

Two applications were submitted and received for the two vacant professional positions.

***Architect***

The AIBC is responsible for nominating the Registered Professional for the Architect position. On 2014-OCT-02, the AIBC Advisory Design Panel Committee nominated Mr. Raymond de Beeld for the position.

***Landscape Architect***

The BC Society of Landscape Architects is responsible for nominating the Registered Professional for the Landscape Architect position. On 2014-OCT-14, the BCSLA Advisory Design Panel sub-committee nominated Mr. David Reid for the position.

Council is requested to appoint one applicant for the vacant DAP Community-at-Large position for the term ending 2015-MAR-31 and confirm the appointments of the candidates for the Architect and Landscape Architect positions.

**Recommendations for Release of Information to the Public**

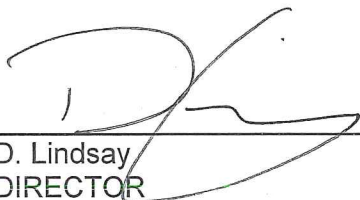
That Council authorize the release of this report following the severing of personal information, including Attachments A, B and C, and that this information be kept permanently confidential.

Respectfully submitted,



\_\_\_\_\_  
B. Anderson  
MANAGER  
PLANNING & DESIGN SECTION

Concurrence by:



\_\_\_\_\_  
D. Lindsay  
DIRECTOR  
COMMUNITY DEVELOPMENT



\_\_\_\_\_  
T. Seward  
ACTING GENERAL MANAGER  
COMMUNITY DEVELOPMENT  
& PROTECTIVE SERVICES

CITY MANAGER COMMENT:

I concur with the staff recommendation.

*Drafted: 2014-OCT-20*  
G:\CommPlan\Administration\Council Reports\2014\2014 OCT DAP Membership IC.doc

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-OCT-27, AT 6:00 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
D. Lindsay, Director of Community Development  
T. P. Seward, Director of Social & Protective Services  
P. Cooper, Communications Manager  
G. Ferrero, Director of Information Technology & Legislative Services  
K. King, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 6:01 p.m.

2. ADOPTION OF AGENDA:

12514 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. ADOPTION OF MINUTES:

12614 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-OCT-20 at 5:00 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted. The motion carried unanimously.

4. CORPORATE SERVICES:

(a)



(b) Appointments to the City of Nanaimo Design Advisory Panel

12814 It was moved and seconded that Council appoint Mr. Gurdeep Minhas as a Community-at-Large representative to the City of Nanaimo Design Advisory Panel for the remainder of the three year term ending 2015-MAR-31. The motion carried.  
*Opposed: Councillor Johnstone*

12914 It was moved and seconded that Council appoint Mr. Raymond de Beeld as the Architectural Institute of British Columbia (AIBC) representative to the City of Nanaimo Design Advisory Panel for the remainder of the three year term ending 2015-MAR-31. The motion carried unanimously.

13014 It was moved and seconded that Council:

1. appoint Mr. David Reid as the British Columbia Society of Landscape Architects (BCSLA) representative to the City of Nanaimo Design Advisory Panel for the remainder of the three year term ending 2015-MAR-31.
2. authorize the release of this report following severing of personal information, including Attachments A, B and C, and that this information be kept permanently confidential.
3. announce the appointments at the next open Council meeting.

The motion carried unanimously.

5. ADJOURNMENT:

13114 It was moved and seconded at 6:07 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

---

MAYOR

CERTIFIED CORRECT:

---

CORPORATE OFFICER

**SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-NOV-24, AT 5:30 P.M.

---

1. **ADOPTION OF AGENDA:**

*That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).*

2. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-OCT-27 at 6:00 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC.

*Pg. 3-4*

3. **PRESENTATIONS:**

NONE

4. **MAYOR'S REPORT:**

NONE

5. **ADMINISTRATION:**

- (a) Strategic Relations (for discussion purposes when applicable)

6. **CORPORATE SERVICES:**

- (a) **Expropriation of Right of Way to Accommodate Sidewalk Improvements at 36 Terminal Avenue**

*Purpose: To obtain Council consent under Sections 1(b), 4 and 18 of the Expropriation Act, whereby Council is required as an expropriating authority to approve the expropriation and authorize the advance payment before completing the expropriation.*

Staff Recommendation: That Council adopt the resolution, as described in Attachment A, authorizing the approval of the expropriation and to authorize the advance payment for the expropriation of a statutory right of way for sidewalk purposes across part of 36 Terminal Avenue.

*Pg. 5-9*

7. **COMMUNITY SERVICES:**

NONE

8. **CORRESPONDENCE:**

NONE

9. **OTHER BUSINESS:**

- (a) **Councillor Bestwick – Request for Discussion re: Public Safety Answering Point (PSAB – 911) Function Review**

(Note: Attached for reference is the Staff report from the 2014-FEB-03 "In Camera" Council Meeting and an excerpt of the corresponding motions from the minutes of the meeting.)

*Pg. 10-17*

10. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR MCKAY  
2014-OCT-20 to 2014-NOV-30

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-OCT-27, AT 6:00 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
D. Lindsay, Director of Community Development  
T. P. Seward, Director of Social & Protective Services  
P. Cooper, Communications Manager  
G. Ferrero, Director of Information Technology & Legislative Services  
K. King, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 6:01 p.m.

2. ADOPTION OF AGENDA:

12514 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. ADOPTION OF MINUTES:

12614 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-OCT-20 at 5:00 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted. The motion carried unanimously.

4. CORPORATE SERVICES:

(a)

(b) Appointments to the City of Nanaimo Design Advisory Panel

12814 It was moved and seconded that Council appoint Mr. Gurdeep Minhas as a Community-at-Large representative to the City of Nanaimo Design Advisory Panel for the remainder of the three year term ending 2015-MAR-31. The motion carried.  
*Opposed: Councillor Johnstone*

12914 It was moved and seconded that Council appoint Mr. Raymond de Beeld as the Architectural Institute of British Columbia (AIBC) representative to the City of Nanaimo Design Advisory Panel for the remainder of the three year term ending 2015-MAR-31. The motion carried unanimously.

13014 It was moved and seconded that Council:

1. appoint Mr. David Reid as the British Columbia Society of Landscape Architects (BCSLA) representative to the City of Nanaimo Design Advisory Panel for the remainder of the three year term ending 2015-MAR-31.
2. authorize the release of this report following severing of personal information, including Attachments A, B and C, and that this information be kept permanently confidential.
3. announce the appointments at the next open Council meeting.

The motion carried unanimously.

5. ADJOURNMENT:

13114 It was moved and seconded at 6:07 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

---

MAYOR

CERTIFIED CORRECT:

---

CORPORATE OFFICER

**“In Camera”**

**City of Nanaimo**

**REPORT TO COUNCIL**

DATE OF MEETING: 2014-NOV-24

AUTHORED BY: NANCY SKEELS, PROPERTY AGENT, REAL ESTATE

RE: EXPROPRIATION OF RIGHT OF WAY TO ACCOMMODATE SIDEWALK  
IMPROVEMENTS AT 36 TERMINAL AVENUE

---

STAFF RECOMMENDATION:

That Council adopt the resolution, as described in Attachment A, authorizing the approval of the expropriation and to authorize the advance payment for the expropriation of a statutory right of way for sidewalk purposes across part of 36 Terminal Avenue.

PURPOSE:

The purpose of this Staff report is to obtain Council consent under Sections 1(b), 4 and 18 of the *Expropriation Act*, whereby Council is required as an expropriating authority to approve the expropriation and authorize the advance payment before completing the expropriation.

After the Expropriation Notice is served, Council, in its role as approving authority, may approve the expropriation, approve it with modifications or reject it altogether through adoption of a Council resolution.

The required Expropriation Notice and a copy of the *Expropriation Act* has now been served on the owner and the registered charge holders. The Expropriation Notice has been filed in the Land Title Office and the Expropriation Notification, has been posted on a sign on the property. Staff recommends that Council adopt the resolution authorizing the approval of the expropriation and authorizing the advance payment for the expropriation.

BACKGROUND

On 2014-JUN-09, Council directed Staff to acquire pedestrian rights of way from three privately-owned properties at 10 Terminal Avenue, 36 Terminal Avenue and 60 Terminal Avenue to facilitate development of a sidewalk. Staff were unable to negotiate an agreement with the owner of 36 Terminal Avenue and on 2014-OCT-20, Council adopted a resolution authorizing the expropriation for a statutory right of way across part of 36 Terminal Avenue.

The required Expropriation Notice, in Form 1 as required by Section 6(4) of the *Act* and a copy of the *Expropriation Act* has now been served on the owner and the registered charge holders. The Expropriation Notice has been filed in the Victoria Land Title Office and the Expropriation Notification, as required by Section 6(1) of the *Act*, has been posted on a sign on the property.

The next step in the process after the expropriation resolution is adopted is for Council to serve a Certificate of Approval of Expropriation in Form 5 under the *Act* as the approving authority to

Council  Committee  Open Meeting  In-Camera Meeting   
Meeting Date: 2014-NOV-24

notify itself (as expropriating authority) and each owner whose land or interest is being expropriated of the approval.

The City then has 30 days in which to pay a reasonable amount of compensation, called the advance payment, and to deliver to the owner a copy of the appraisal report on which the amount of the advance payment is based. Staff has had an appraisal prepared and the market value compensation for the right of way is

The sidewalk project is anticipated to commence in the summer of 2015.

**DISCUSSION:**

***Strategic Plan Considerations***


The proposal to improve this pedestrian access meets two of the key priorities identified in the 2012-2015 Strategic Plan, including:

Strategy	Potential Strategies and/or Initiatives
Transportation and Mobility	<ul style="list-style-type: none"> <li>• Increased shift and viability of active transportation options</li> <li>• A city that effectively responds to the accessibility and mobility needs of those who do not own a car.</li> </ul>
Taking Responsibility	<ul style="list-style-type: none"> <li>• Continuing to facilitate change and overall development consistent with vision and plans; taking action steps to be a catalyst or investment in the City's future.</li> </ul>

**Recommendations for Release of Information to the Public:**

- For release upon conclusion of the expropriation with the exception of the information underlined in the report.

Respectfully submitted,



Bill Corsan,  
Manager, Real Estate  
Community Development

Concurrence by:



Dale Lindsay  
Director  
Community Development



Toby Seward  
Acting General Manager  
Community Development & Protective Services

**CITY MANAGER COMMENT:**

I concur with the Staff recommendation.

Drafted: 2014-NOV-13  
LD002767  
BC/ns/tl

## ATTACHMENT A

### CITY OF NANAIMO

#### RESOLUTION

BE IT RESOLVED that pursuant to Section 18 of the *Expropriation Act*, R.S.B.C. 1996, c. 125 the Council of the City of Nanaimo, as the approving authority for the expropriation contemplated in the Expropriation Notice dated October 27, 2014 registered in the Victoria Land Title Office under number CA4064264, does approve that expropriation.

BE IT FURTHER RESOLVED that the Corporate Officer is authorized and directed to:

- (a) sign and seal the Certificate of Approval in the form attached to this resolution as Schedule A;
- (b) notify or cause to be notified the expropriating authority and each owner (as defined in the *Expropriation Act*) of the City's approval of the expropriation;
- (c) make the advance payment or payments as required under Section 20(1)(d) of the *Expropriation Act* and serve the Notice of Advance Payment in Form 8 along with a copy of the appraisal report(s) on which the advance payment is made;
- (d) file or cause to be filed in the Land Title Office a Vesting Notice under Section 23 of the *Expropriation Act*;
- (e) sign and seal the Notice of Advance Payment and Vesting Notice.



**Schedule A – Certificate of Approval**

*Expropriation Act*  
Form 5  
(Section 18(2))

***Certificate of Approval of Expropriation***

- TO: 0883935 B.C. Ltd.  
1691 West 15<sup>th</sup> Street, North Vancouver, BC, V7P 1N3
- AND: Her Majesty The Queen In Right of the Province of British Columbia  
c/o Attorney General of British Columbia  
Ministry of Justice  
Room 232, Parliament Buildings, Victoria, BC V8V 1X4
- AND: Mott Electric Motor Repair Ltd. (Inc. No. 22380)  
7008 – 14<sup>th</sup> Avenue, Burnaby, BC V3N 1Z2
- AND: Argus Estates Ltd. (Inc. No. 149170)  
217 – 713 Columbia Street, New Westminster, BC V3M 1B2
- AND: Panfilo Rosatone and Lucia Rosatone  
12552 – 190A Street, Pitt Meadows, BC V3Y 2J2
- AND: Canadian Western Trust Company, In Trust, BP88532  
600 – 750 Cambie Street Vancouver, BC V6B 0A2
- AND: Canadian Western Trust Company, In Trust, BR63151  
600 – 750 Cambie Street Vancouver, BC V6B 0A2
- AND: C & H Filter Holdings Ltd. (Inc. No. BC0728406)  
#304 – 1200 Lonsdale Avenue, North Vancouver, BC V7M 3H6
- AND: Maylea Investments Ltd. (Inc. No. BC0728421)  
#304 – 1200 Lonsdale Avenue, North Vancouver, BC V7M 3H6
- AND: Jesscam Management Services Inc. (Inc. No. BC0629295)  
#304 – 1200 Lonsdale Avenue, North Vancouver, BC V7M 3H6

AND: Varion Capital Corp. (Inc. No. A0066726)  
#304 – 1200 Lonsdale Avenue, North Vancouver, BC V7M 3H6

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

TAKE NOTICE that the TAKE NOTICE that the City of Nanaimo, 455 Wallace Street, Nanaimo, British Columbia, V9R 5J6, (250) 754-4251, has approved the expropriation contemplated in the Expropriation Notice dated October 27, 2014 registered in the Victoria Land Title Office under number CA4064264 and affecting:

That portion of the land legally described as Parcel Identifier: 001-308-769, Lot 3, Block 42, Section 1, Nanaimo District, Plan 584, and having a civic address of 36 Terminal Avenue, Nanaimo, BC, shown outlined in heavy black on the plan of statutory right of way registered in the Victoria Land Title Office under number EPP45372.

AND FURTHER TAKE NOTICE that the expropriating authority is required under section 20(1) of the *Expropriation Act*, within 30 days after approval, to pay to an owner the amount the expropriating authority estimates is or will be payable to that owner as compensation, other than for business loss referred to in section 34(3).

DATED at Nanaimo, British Columbia this \_\_\_\_ day of \_\_\_\_\_, 2014.

City of Nanaimo  
455 Wallace Street  
Nanaimo, BC V9R 5J6  
Telephone: (250) 754-4251

By: \_\_\_\_\_  
Chris Jackson  
Corporate Officer

**"IN CAMERA"**

**City of Nanaimo**

**REPORT TO COUNCIL**

DATE OF MEETING: 2014-FEB-03

AUTHORED BY: MIKE DIETRICH, (ACTING) DIRECTOR,  
SOCIAL & PROTECTIVE SERVICES

RE: POTENTIAL CHANGES TO PSAP SERVICE DELIVERY

---

**STAFF RECOMMENDATION:**

That Council direct staff to

1. enter into a contract with *E-Comm Emergency Communications for Southwest British Columbia Incorporated* to provide Public Safety Answering Point (PSAP) service; and
2. communicate with Central Island 9-1-1 service partners (Cowichan Valley Regional District and Nanaimo Regional District) to confirm Nanaimo's intent to enter into a contract with *E-Comm Emergency Communications for Southwest British Columbia Incorporated*.

**PURPOSE:**

To provide Council with an update regarding provision of Public Safety Answering Point (PSAP) service and provide recommended options to pursue for provision of this service.

**BACKGROUND:**

At its' In-Camera Meetings of 2013-NOV-18, 2013-DEC-09, 2014-JAN-20 and 2014-JAN-27, Council received staff Information Reports regarding options available for providing Public Safety Answering Point (PSAP) service (informally known as "9-1-1" service). The following reports have been distributed previously:

- A. 2013-NOV-18 Council Report (Potential Changes to 9-1-1 Service Delivery);
- B. Financial analysis of 9-1-1 options;
- C. Summary of 9-1-1 options and Advantages & Disadvantages;
- D. 2013-DEC-09 Council Report;
- E. 9-1-1 Central Island flow-chart of 9-1-1 call answer process; and
- F. 2014-Jan-20 Council Report (Potential Changes to 9-1-1 Service Delivery).

The 2014-JAN-20 Council Report is attached (Appendix A).

The City of Nanaimo employs six staff (5.2 FTE) on behalf of the Central Island 911 Partnership (CI911). The PSAP function is funded by each member of the partnership through the collection of a Call Answer Levy (CAL) from users of wired telephones within their respective jurisdictions.

**DISCUSSION:**

Following the 2014-JAN-20 report, staff developed an adjustment plan related to the employment of *911 Emergency Services Communications Operators* in the event that Council selects to move the PSAP to E-Comm911 in Vancouver. The adjustment plan includes the following components:

E-Comm911 advises that the earliest they would be able to take over service is October 2014. At the point that this occurs, the City would continue to employ incumbent *911 Emergency Services Communications Operators* within the RCMP Nanaimo OCC in their present roles and CUPE job descriptions (minus the task of answering incoming 9-1-1 calls). Incumbent *911 Emergency Services Communications Operators* would continue to function as City employees within the integrated OCC team, accepting police related calls which are down streamed from E-Comm911 to the Nanaimo OCC. They would receive complaints, take details of the complaints and/ dispatch police response. They would also continue to contribute to the public safety of the entire CI911 Partnership area in this capacity.

The RCMP would receive these employees "surplus to establishment" (STE) which implies that the RCMP will not be charged for the employees, they will not receive backfilling for the employees for illness and vacation and the employees will not be replaced should they leave this classification. Over time, through attrition, these positions will become vacant and be declared redundant.

**CI911 Partnership Involvement in the Adjustment Plan**

*911 Emergency Services Communications Operators* are employed by the City of Nanaimo on behalf of the CI911 Partnership and all costs associated with that employment are cost shared amongst the partners. If Council decides to move to E-Comm911, the staff position is that the cost of changing the service delivery model is also the responsibility of the Partnership therefore the CI911 partners will be expected to share proportionately in the adjustment plan. The Nanaimo OCC provides dispatch and complaint service to the CVRD which further supports the CVRD contribution. Even by sharing staff costs in the adjustment plan the CVRD is expected to have a cost saving of \$85,501 in 2015.

Staff have had preliminary discussions with staff of the CVRD on this matter and they will discuss our expectation for cost sharing with the CVRD Board.

The effect of this is reflected in the following updated chart:

**Expected adjustment costs (with 33% turnover rate)**

		2015	2016	2017	2018	2019
EComm911 contract (City portion)	126,000	126,000	126,000	126,000	126,000	126,000
Staff adjustment costs (City portion)	187,498	123,749	81,674	53,905	35,577	23,481
		<u>249,749</u>	<u>207,674</u>	<u>179,905</u>	<u>161,577</u>	<u>149,481</u>
RCMP MOU (City portion)	335,250	335,250	335,250	335,250	335,250	335,250
Projected Savings:		<u>85,501</u>	<u>127,576</u>	<u>155,345</u>	<u>173,673</u>	<u>185,769</u>

CONCLUSION:

Staff believe that contracting with *E-Comm Emergency Communications for Southwest British Columbia Incorporated* for the provision of Public Safety Answering Point (PSAP) service is a cost effective way to deliver this service while providing savings to the taxpayer and allows the City and its Central Island 911 Partners to avoid future capital costs related to the next generation of 9-1-1 communications. In addition, the adjustment plan as proposed guarantees the protection of the current *CUPE 911 Emergency Services Communications Operator* positions in a manner that the affected staff will continue to perform a necessary and valuable function until such time as they individually take other opportunities.

Respectfully submitted,



MIKE DIETRICH  
(ACTING) DIRECTOR  
SOCIAL & PROTECTIVE SERVICES

Concurrence by:



TOM HICKEY  
GENERAL MANAGER  
COMMUNITY SERVICES

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2014-JAN-29  
G:\DEVBLDG\COUNCIL REPORTS & BYLAWS\2014

# APPENDIX A

**FILE COPY**

## **"IN CAMERA"**

### **City of Nanaimo REPORT TO COUNCIL**

DATE OF MEETING: 2014-JAN-20

AUTHORED BY: TOBY SEWARD, DIRECTOR, SOCIAL & PROTECTIVE SERVICES

RE: POTENTIAL CHANGES TO 9-1-1 SERVICE DELIVERY

---

#### STAFF RECOMMENDATION:

That Council direct staff to

1. enter into a contract with EComm 9-1-1 in Vancouver to provide Public Safety Answering Point (PSAP) service; and
2. communicate with Central Island 9-1-1 service partners (Cowichan Valley Regional District and Nanaimo Regional District) to confirm Nanaimo's intent to enter into a contract with EComm 9-1-1 in Vancouver.

#### PURPOSE:

To provide Council with additional information regarding provision of 9-1-1 service and provide recommended options to pursue for provision of this service.

#### BACKGROUND:

At its' In-Camera Meetings of 2013-NOV-18 and 2013-DEC-09, Council received staff Information Reports regarding options available for providing 9-1-1 service, also called Public Safety Answering Point (PSAP). Copies of previous reports attached to this report are as follows:

- A. 2013-NOV-18 Council Report (Attachment A);
- B. Financial analysis of 9-1-1 options (Attachment B);
- C. Summary of 9-1-1 options and Advantages & Disadvantages (Attachment C);
- D. 2013-DEC-09 Council Report (Attachment D); and
- E. 9-1-1 Central Island flow-chart of 9-1-1 call answer process (Attachment E).

CUPE has been provided this report as per Article 11 of the Collective Agreement. If Council proceeds with the recommendation, staff are committed to work with CUPE to successfully move to the new delivery model. However, CUPE clearly does not support using EComm to provide 9-1-1 service. It is expected that there will be transitional costs associated with the change to accommodate affected staff by relocating them within the City.

**DISCUSSION:**

Options available for provision of this service are as follows:

1. Maintain the current arrangement by signing the proposed RCMP MOU:
  - a. Sign a Memorandum of Understanding (MOU) with the RCMP to provide 9-1-1 service (PSAP) for a five-year period with a one-year cancellation clause option until further evaluation of 9-1-1 service is completed;
  - b. Communicate with Central Island 9-1-1 service partners (Cowichan Valley Regional District and Nanaimo Regional District) to confirm Nanaimo's intent to sign an MOU with the RCMP and request confirmation that both partners also support continuation of 9-1-1 service through the RCMP at this time; and
  - c. In conjunction with Central Island 9-1-1 service partners, undertake a review to determine the best long-term options for provision of 9-1-1 services and provide a follow-up report to Council in early 2015.
  
2. Contract out the PSAP function to EComm 9-11 in Vancouver:
  - a. Enter into a contract with EComm 9-1-1 in Vancouver to provide Public Safety Answering Point (PSAP) service; and
  - b. Communicate with Central Island 9-1-1 service partners (Cowichan Valley Regional District and Nanaimo Regional District) to confirm Nanaimo's intent to enter into a contract with EComm 9-1-1- in Vancouver.

The option to provide the 9-1-1 service through Fire Comm can be considered in the long term if Council decides to maintain the RCMP 9-1-1 service.

New information that is provided in this report is as follows:

**A. Revised Summary of Financial Impacts of Options for Central Island 9-1-1**

	2013 Budget	Option 1	Option 2
Description	NA	Status Quo (RCMP)	Contract to Vancouver EComm
PSAP expenses (City)	\$632,064 (\$284,429)	\$745,000 (\$335,250)	\$280,000 (\$126,000)
Reason for change in costs	NA	1 new PSAP FTE plus \$25,000 Div Admin costs	Contract to EComm is considerably less expensive
Estimated Next gen E911 cost	NA	Up to \$500,000	No cost

B. Revised timeline from the RCMP to confirm which option the City wishes to pursue

As outlined in previous reports to Council, the RCMP have advised the Central Island 9-1-1 (City of Nanaimo, RDN, and CVRD) that we must sign an MOU with the RCMP by 2013-DEC-31, or the RCMP will serve notice that they will be terminating the service after one year's notice (by 2014-DEC-31).

City staff have had ongoing discussions with the RCMP over the past four months regarding this service. The RCMP have agreed to extend the deadline for response to 2014-JAN-31 to allow time for Council to review this issue and receive feedback from the CVRD and RDN.

If the RCMP were to move their Operational Communications Centre (OCC) to Victoria or Courtenay we anticipate a year's notice although there is no contractual obligation.

C. Regional District of Nanaimo (RDN) position on 9-1-1

The RDN staff have advised that they are preparing a report on 9-1-1 service for consideration at their Board Meeting 2014-JAN-28.

D. Cowichan Valley Regional District (CVRD) position on 9-1-1 service

The CVRD staff have advised that they are preparing a report on 9-1-1 service and they have tentatively scheduled the report to be considered by their Regional Services Committee in late January and their Board in mid-February.

E. Service Impact of Changing to EComm

Currently 9-1-1 calls for the central Vancouver Island area are answered in the Nanaimo RCMP OCC. Callers requiring a fire response are transferred to the Secondary PSAP located within the NFR FireComm and the respective fire department is dispatched from there. Callers requiring ambulance attendance are downstreamed to the BC Ambulance Service dispatch centre who then dispatch an ambulance and notify FireComm if a First Responder is required (in areas where First Responder service exists).

If the 9-1-1 service is contracted to EComm, the call routing from 9-1-1 to either NFR Fire Comm or BC Ambulance Service dispatch will not change. Fire dispatch for the partnership was added in 2003 when the partners consolidated their independent fire dispatching services into an upgraded Nanaimo Fire Rescue (NFR) FireComm.

Police calls are currently handled by the Nanaimo RCMP OCC. Due to the complete integration of the PSAP into the OCC, the same person that answers the 9-1-1 call may also take the complaint and dispatch police members, or if the situation warrants, the call can be downstreamed to other OCC staff who take the complaint and dispatch the police. The Nanaimo OCC is backed up by the Courtenay OCC and vice versa.

If the 9-1-1 service is contracted to EComm, police related calls are downstreamed to the Nanaimo OCC and the dispatch is made locally.

CONCLUSION:

Provision of 9-1-1 service is a complex issue that will likely see a number of revisions in the next few years. These revisions include changes to CAL, new methods to contact 9-1-1, new technological upgrades, possible consolidation of services, pursuit of revenue-neutral services, etc.



Given that the Central island 9-1-1 partnership (City 45%, CVRD 45%, RDN 10%) does not currently have an MOU with the RCMP, the RCMP has requested that by 2014-JAN-31, the partnership either signs the MOU or the RCMP will provide one year notice of termination of their 9-1-1 services.

The City and its partners have two options to pursue:

1. Maintain current service with the RCMP; or
2. Contract service to EComm (Vancouver).

Both options require staff to prepare a follow-up report regarding an adjustment to the call answer levy.

Staff recommend that Council enter into a contract with EComm 9-1-1 in Vancouver to provide PSAP service. This option allows the most cost-effective service, with an established service provider and is recommended because:

1. The cost for delivering this service results in a cost saving of \$209,000 per year;
2. All 9-1-1 calls requiring a Fire response continues to be referred to the Nanaimo Rescue FireComm;
3. All 9-1-1 calls for requiring an ambulance response continues to be routed to the BC Ambulance Service Dispatch; and
4. All 9-1-1 calls for police are routed to the Nanaimo RCMP OCC and dispatched locally.


Respectfully submitted,



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TOBY SEWARD  
DIRECTOR  
SOCIAL & PROTECTIVE SERVICES

Concurrence by:



---

TOM HICKEY  
GENERAL MANAGER  
COMMUNITY SERVICES

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Excerpt from 2014-FEB-03 "In Camera" Council Meeting

7. COMMUNITY SERVICES:

(a) Potential Changes to PSAP Service Delivery

Councillor Greves vacated the Douglas Rispin Room at 7:20 p.m.  
Councillor Greves returned to the Douglas Rispin Room at 7:22 p.m.

Councillor Bestwick vacated the Douglas Rispin Room at 7:45 p.m.  
Councillor Bestwick returned to the Douglas Rispin Room at 7:46 p.m.

It was moved and seconded that Council direct Staff to maintain the current arrangement for Public Safety Answering Point (PSAP, 9-1-1) delivery as follows:

1. by communicating with Central Island 9-1-1 service partners (Cowichan Valley Regional District and Regional District of Nanaimo) to confirm Nanaimo's intent to sign a Memorandum of Understanding with the RCMP and request confirmation that both partners also support continuation of 9-1-1 service through the RCMP at this time;
2. by signing a Memorandum of Understanding with the RCMP to provide 9-1-1 service for a five-year period with a one-year cancellation clause option until further evaluation of 9-1-1 service is completed subject to approval by Central Island 9-1-1 service partners; and,
3. in conjunction with Central Island 9-1-1 service partners, undertake a review to determine the best long-term options for provision of 9-1-1 services and provide a follow-up report to Council in early 2015.

The motion carried.

Opposed: *Councillors Anderson, McKay*

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-NOV-24, AT 5:30 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
B. E. Clemens, Director of Finance  
G. Ferrero, Director of Information Technology & Legislative Services  
D. Lindsay, Director of Community Development  
G. Goodall, Director of Engineering & Public Works  
R. Churchill, Manager of Bylaw, Regulation & Security

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:48 p.m.

2. INTRODUCTION OF LATE ITEMS:

(a) Agenda Item 9 (b) Other Business – Add Freedom of the City Nomination – Diana Johnstone

3. ADOPTION OF AGENDA:

13214 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as amended. The motion carried unanimously.

4. ADOPTION OF MINUTES:

13314 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-OCT-27 at 6:00 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

5. CORPORATE SERVICES:

- (a) Expropriation of Right of Way to Accommodate Sidewalk Improvements at 36 Terminal Avenue

13414 It was moved and seconded that Council adopt the resolution, as described in Attachment A, authorizing the approval of the expropriation and to authorize the advance payment for the expropriation of a statutory right of way for sidewalk purposes across part of 36 Terminal Avenue. The motion carried unanimously.

6. OTHER BUSINESS:

- (a) Councillor Bestwick – Request for Discussion re: Public Safety Answering Point (PSAB – 911) Function Review

Council discussion took place regarding the public safety answering point function review.

Councillor Johnstone vacated the Douglas Rispin Room at 6:00 p.m.

- (b) Freedom of the City Nomination – Diana Johnstone

13514 It was moved and seconded that Council award Councillor Diana Johnstone Freedom of the City Honours for the City of Nanaimo. The motion carried unanimously.

Councillor Johnstone returned to the Douglas Rispin Room at 6:27 p.m.  
Councillor Bestwick vacated the Douglas Rispin Room at 6:28 p.m.

7. ADJOURNMENT:

13614 It was moved and seconded at 6:31 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

---

M A Y O R

CERTIFIED CORRECT:

---

CORPORATE OFFICER

**SPECIAL "IN CAMERA" AGENDA**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-DEC-15, AT 5:00 P.M.

---

1. **ADOPTION OF AGENDA:**

*That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).*

2. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-NOV-24 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC.

3. **PRESENTATIONS:**

NONE

4. **MAYOR'S REPORT:**

NONE

5. **ADMINISTRATION:**

NONE

6. **CORPORATE SERVICES:**

(a)

(b)

7. **COMMUNITY SERVICES:**

(a) **Recommendations for 2015 Culture and Heritage Award Recipients**

*Purpose: To obtain Council approval for the 2015 Culture and Heritage Award recipients.*

Commission Recommendation: That Council approve the following award recipients:

*Pg. 26-28*

<b>AWARD CATEGORY</b>	<b>RECIPIENT</b>
Excellence in Culture	Mr. Grant Leier and Ms. Nixie Barton
Honour in Culture	Ms. Arlene Blundell
Emerging Cultural Leader	Ms. Amanda Scott

8. **CORRESPONDENCE:**

NONE

9. **OTHER BUSINESS:**

10. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-NOV-24, AT 5:30 P.M.

---

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson  
Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. E. Greves  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor W. B. McKay  
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
B. E. Clemens, Director of Finance  
G. Ferrero, Director of Information Technology & Legislative Services  
D. Lindsay, Director of Community Development  
G. Goodall, Director of Engineering & Public Works  
R. Churchill, Manager of Bylaw, Regulation & Security

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:48 p.m.

2. INTRODUCTION OF LATE ITEMS:

(a) Agenda Item 9 (b) Other Business – Add Freedom of the City Nomination – Diana Johnstone

3. ADOPTION OF AGENDA:

13214 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as amended. The motion carried unanimously.

4. ADOPTION OF MINUTES:

13314 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-OCT-27 at 6:00 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

5. CORPORATE SERVICES:

- (a) Expropriation of Right of Way to Accommodate Sidewalk Improvements at 36 Terminal Avenue

13414 It was moved and seconded that Council adopt the resolution, as described in Attachment A, authorizing the approval of the expropriation and to authorize the advance payment for the expropriation of a statutory right of way for sidewalk purposes across part of 36 Terminal Avenue. The motion carried unanimously.

6. OTHER BUSINESS:

- (a) Councillor Bestwick – Request for Discussion re: Public Safety Answering Point (PSAB – 911) Function Review

Council discussion took place regarding the public safety answering point function review.

Councillor Johnstone vacated the Douglas Rispin Room at 6:00 p.m.

- (b) Freedom of the City Nomination – Diana Johnstone

13514 It was moved and seconded that Council award Councillor Diana Johnstone Freedom of the City Honours for the City of Nanaimo. The motion carried unanimously.

Councillor Johnstone returned to the Douglas Rispin Room at 6:27 p.m.  
Councillor Bestwick vacated the Douglas Rispin Room at 6:28 p.m.

7. ADJOURNMENT:

13614 It was moved and seconded at 6:31 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

---

MAYOR

CERTIFIED CORRECT:

---

CORPORATE OFFICER



**“IN CAMERA”**

**City of Nanaimo**

**REPORT TO COUNCIL**

DATE OF MEETING: 2014-DEC-15

AUTHORED BY: DIANE BRENNAN, CHAIR  
CULTURAL COMMITTEE / HERITAGE COMMISSION

RE: RECOMMENDATIONS FOR 2015 CULTURE & HERITAGE AWARD RECIPIENTS

RECOMMENDATIONS:

That Council approve the 2015 Culture and Heritage Award recipients as follows:

AWARD CATEGORY	RECIPIENT
Excellence in Culture	Mr. Grant Leier and Ms. Nixie Barton
Honour in Culture	Ms. Arlene Blundell
Emerging Cultural Leader	Ms. Amanda Scott

PURPOSE:

To obtain Council approval for the 2015 Culture and Heritage Award recipients.

SUMMARY:

At the 2014-DEC-03 Culture and Heritage Commission meeting, the Commission endorsed the Culture and Heritage awards as presented by the Culture and Heritage Awards Working Group.

At their meeting held 2014-NOV-26, the Culture & Heritage Awards Working Group reviewed seven (7) nominations for the Excellence in Culture Award; four (4) nominations for the Honour in Culture Award; and three (3) nominations for the Emerging Cultural Leader Award and two (2) nominations for the John Thompson Heritage Memorial Award.

The Working Group recommended that the Commission award Grant Leier and Nixie Barton, Arlene Blundell, Amanda Scott the Excellence in Culture, Honour in Culture and the Emerging Cultural Leader Awards in 2015. Based on the criteria, the Working Group did not recommend a recipient for the 2015 John Thompson Heritage Memorial Award.

Council  
 Committee.....  
 Open Meeting  
 In-Camera Meeting  
Meeting Date: 2014-DEC-15

**BACKGROUND:**

**Excellence in Culture**

Each year, the "Excellence in Culture" award is presented to an organization or individual that has achieved regional and/or national recognition in the field of arts and culture. The recipient of this award would be well recognized as a "Nanaimo Artist," having demonstrated excellence in their field, and as being a significant inspiration to others.

It is recommended that the "Excellence in Culture" be awarded to Mr. Grant Leier and Ms. Nixie Barton for their being recognized as having excellent national reputations who have also had numerous solo exhibitions through North America. Both have brought their expertise, experience and generosity to the community. Their wide ranging support of the arts was illustrated through mentorships, donations, and participation in the many aspects of the Nanaimo, Canadian and international Cultural Communities.

**Honour in Culture**

The "Honour in Culture" Award is presented to an individual, group or corporation that is known for their dedication and support of the development of the cultural fabric of Nanaimo

It is recommended that the "Honour in Culture" Award be awarded to Ms. Arlene Blundell for her outstanding work and with the Nanaimo Theatre Group and enormous commitment to the breadth and growth of Theatre in and around Nanaimo. Arlene is also recognized through her many community service initiatives such the BC Senior and Summer Games, the Nanaimo Toy Drive and as an active member of the Altrusa Club.

**Emerging Cultural Leader**

The "Emerging Cultural Leader" Award is presented to an individual that is recognized as an up-and-coming, Nanaimo-based cultural leader that is under 25 years of age and has contributed significantly to the cultural life of Nanaimo and/or recognized for their excellence in an arts, culture or creative field.

It is recommended that the "Emerging Cultural Leader" Award be awarded to Ms. Amanda Scott for her commitment and outstanding support of the Arts and Culture Scene in Nanaimo and, more specifically in the Arts District of Downtown Nanaimo. Amanda, in just a short time at The Vault has created an exciting cultural hub that hosts and supports many various genres of art and the artist within. For artists young and old of all disciplines, Amanda has created the opportunity for those artists to expand their creativity in a comfortable and supportive environment. Some have stated that The Vault has quickly become the "cultural heart" that beats in the heart of the downtown core.

**STRATEGIC PLAN CONSIDERATIONS:**

Community Building Partnerships: The Culture & Heritage Awards has been an important program for community building and establishing partnerships since 1998. It brings awareness to the breadth and variety of the cultural activity in our community. It also builds pride in the cultural accomplishments of individuals and organizations and pride in our community.

**Recommendations for Release of Information to the Public**

Recipients and the nominators will be personally notified of the 2015 Awards before the information is released to the public. The 2015 Award recipients will be announced to the public prior to the Culture and Heritage Awards on 2014-APR-09.

Respectfully submitted,



\_\_\_\_\_  
Diane Brennan  
CHAIR  
CULTURAL COMMITTEE / HERITAGE COMMISSION

Concurrence by:



\_\_\_\_\_  
Suzanne Samborski  
SENIOR MANAGER  
CULTURE & HERITAGE DEPARTMENT



\_\_\_\_\_  
Tom Hickey  
GENERAL MANAGER  
COMMUNITY SERVICES

**CITY MANAGER COMMENT:**

I concur with the staff recommendation.

File: 0290-20-C02 Culture & Heritage Awards  
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/rb

**SPECIAL "IN CAMERA" MINUTES**  
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS  
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE  
80 COMMERCIAL STREET, NANAIMO, BC  
MONDAY, 2014-DEC-15, AT 5:00 P.M.

---

PRESENT: His Worship Mayor W. B. McKay, Chair

Members: Councillor W. L. Bestwick  
Councillor M. D. Brennan  
Councillor G. W. Fuller  
Councillor J. Hong  
Councillor J. A. Kipp  
Councillor W. L. Pratt  
Councillor I. W. Thorpe  
Councillor W. M. Yoachim (participated electronically 5:02 p.m.)

Staff: E. C. Swabey, City Manager  
T. M. Hickey, General Manager of Community Services  
T. P. Seward, Director of Social & Protective Services  
T. L. Hartley, Director of Human Resources & Organizational Planning  
B. E. Clemens, Director of Finance  
D. Lindsay, Director of Community Development  
S. Samborski, Senior Manager of Culture & Heritage  
G. Goodall, Director of Engineering & Public Works  
P. Cooper, Communications Manager  
C. Barfoot, Recreation Coordinator (arrived 5:03 p.m., vacated 5:08 p.m.)  
G. Ferrero, Director of Information Technology & Legislative Services  
C. Jackson, Manager of Legislative Services  
S. Snelgrove, Recording Secretary (vacated 5:09 p.m.)

1. CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:02 p.m.

2. ADOPTION OF AGENDA:

13714 It was moved and seconded that Council move Agenda Item 7 (a) - Recommendations for 2015 Culture and Heritage Award Recipients to follow agenda item 2 (a) - Adoption of the Minutes. The motion carried unanimously.

13814 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as amended. The motion carried unanimously.

3. ADOPTION OF MINUTES:

13914 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2014-NOV-24 at 5:30 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

Mr. Chris Barfoot, Recreation Coordinator, entered the Douglas Rispin room at 5:03 p.m.

4. COMMUNITY SERVICES:

(a) Recommendations for 2015 Culture and Heritage Award Recipients

Presentation:

1. Mr. Chris Barfoot, Recreation Coordinator, provided a presentation.

Mr. Chris Barfoot, Recreation Coordinator, vacated the Douglas Rispin Room at 5:08 p.m.

14014 It was moved and seconded that Council approve the following award recipients:

<b>AWARD CATEGORY</b>	<b>RECIPIENT</b>
Excellence in Culture	Mr. Grant Leier and Ms. Nixie Barton
Honour in Culture	Ms. Arlene Blundell
Emerging Cultural Leader	Ms. Amanda Scott

The motion carried unanimously.

CUPE Staff vacated the Douglas Rispin Room at 5:09 p.m.

5. CORPORATE SERVICES:

(a)

6. ADJOURNMENT:

14314 It was moved and seconded at 6:51 p.m. that the "In Camera" Meeting terminate.  
The motion carried unanimously.

\_\_\_\_\_  
MAYOR

CERTIFIED CORRECT:

\_\_\_\_\_  
CORPORATE OFFICER

# 2015 Culture & Heritage Awards

NANAIMO

Culture  Heritage

IT'S WHO WE ARE

# Excellence in Culture

Presented to an organization or individual that has achieved regional and / or national recognition in the field of arts and culture (visual, performing or literary arts).

It is recommended that the 2015 Excellence in Culture award be presented to **Mr. Grant Leier and Ms. Nixie Barton**. Both are recognized for their national reputation of supporting the arts through mentorships, donations and participation in many aspects of local and international cultural scene.

# Honour in Culture

Presented to an individual, group or corporation that is known for their dedication and support of the development of the cultural fabric of Nanaimo.

It is recommended that the 2015 Honour in Culture award be presented to **Ms. Arlene Blundell** for her outstanding work with and support of the Nanaimo Theatre Group, her many community service initiatives such as the BC Senior and Summer Games, the Nanaimo Toy Drive, and as an active member of the Altrusa Club.

2015 **Culture & Heritage Award**

Past recipients: Thora Howell, Sandra



# Emerging Cultural Leader

Established to recognize up-and-coming, Nanaimo-based cultural leaders. The award recognizes that a thriving Nanaimo cultural community includes leaders who choose to live and contribute to the cultural life of Nanaimo.

It is recommended that the 2015 Emerging Cultural Leader award be presented to **Ms. Amanda Scott** for her commitment and support of Nanaimo's arts and culture scene. More specifically, by creating an exciting cultural hub (The Vault Café). By hosting and supporting the various genres of art and the artist within, The Vault Café is quickly becoming the "cultural heart" that beats in