

DATE February 9, 2026

SUBJECT DEVELOPMENT PERMIT APPLICATION NO. DP1376 –
2090 EAST WELLINGTON ROAD



Proposal:

An industrial data centre



Zoning:

I3 – High Tech Industrial with site-specific ‘data centre’ use

City Plan Land Use Designation:

Light Industrial

Development Permit Area:

- DPA4 – Abandoned Mine Workings Hazards
- DPA7 – Nanaimo Parkway Design
- DPA8 – Form & Character

Lot Area:

2.29ha



OVERVIEW

Purpose of Report

To present for delegated approval a development permit application for an industrial data centre at 2090 East Wellington Road.

Recommendation

That:

1. Development Permit No. DP1376 be approved for an industrial data centre at 2090 East Wellington Road; and
2. Issuance of Development Permit No. DP1376 be withheld until a *Land Title Act* Section 219 covenant is registered, as outlined in the Delegated Approval Report dated 2026-FEB-09.

BACKGROUND

A development permit application, DP1376, was received from Townsite Planning Inc., on behalf of 2779022 Ontario Ltd., for a two-storey data centre with a total floor area of 18,000m² at 2090 East Wellington Road. The subject property was rezoned in 2023 to the High Tech Industrial (I3) zone with data centre as a site-specific use.

In accordance with the City of Nanaimo “Officer Designation and Delegation of Authority Bylaw 2022 No. 7353”, development permit issuance is delegated to the Director of Planning & Development. Development permit approval is subject to compliance with the applicable Development Permit Area guidelines as described in this report.

Subject Property & Site Context

The subject property is located on the north side of East Wellington Road to the west of the Nanaimo Parkway in an area designated for light industrial use in City Plan. The lot presently contains a single residential dwelling. The site is heavily treed with rolling topography sloping generally downhill towards East Wellington Road to the south. A small wetland has been identified on the eastern portion of the lot, and another larger wetland is located approximately 25m north of the site.

The surrounding neighbourhood consists of semi-rural lots with large rural residential properties across East Wellington Road to the south and southwest. To the west, north, and east, the subject property is surrounded by 2080 and 2160 East Wellington Road, two large undeveloped lots which have an active rezoning application for a light industrial subdivision. A future public road dedication through these properties is anticipated to provide a connection to the Northfield Road / Nanaimo Parkway intersection, in accordance with City Plan.

Cavallotti Lodge is located to the east at 2060 East Wellington Road and is currently in the process of being subdivided. An industrial metal wholesale business is located approximately 90m east of the site. The Green Rock Industrial Business Park is located along Boxwood Road on the opposite side of the Nanaimo Parkway.

DISCUSSION

Proposed Development

The proposed development is a two-storey data centre, as envisioned at rezoning, to be completed in multiple phases with a total floor area of 18,000m². There is no maximum Floor Area Ratio (FAR) in the I3 zone, and the proposed development complies with all regulations in the I3 zone (e.g. lot coverage, building setbacks, and building height). A data centre is defined in the Zoning Bylaw as “a building or buildings used for the storage and operation of networked computers or telecommunications systems and associated components, and may or may not include employees onsite”.

Site Design

The proposed building is anticipated to be completed in phases with 10 individual blocks, each with a footprint of approximately 900m². The building will be centered in the site with parking and emergency vehicle access around the perimeter of the building. The proposed building will be set back more than 12m from East Wellington Road and separated by a buffer (consisting of a retaining wall, fence, and landscaping) to minimize visual impacts from residential lots across the road.

The first phase, Block 1, is sited at the front of the building footprint closer to the road. The existing single residential dwelling is proposed to remain as an accessory dwelling unit as permitted by the zoning, until the last phase is developed when it will be removed. As a condition of the approved rezoning, 20% of the existing tree cover will be retained in the northernmost part of the site. No encroachment into the tree retention or wetland setback areas is proposed.

Parking will be provided at-grade on the south and east sides of the building. The interim vehicle access to the site will be from East Wellington Road, with long-term access from a future road to the east. Parking will be provided in phases, as shown in the Phasing Plan (Attachment D). Both the southwest and southeast corners of the site have been reserved for future potential road dedication. Loading spaces are proposed on the south side of the building with the development of Block 1; however, this will be relocated to the east side in the full buildout.

A concrete walkway is proposed around the outside of the building and pedestrian access to the site will be via a walkway connection to the future road. An outdoor seating area for employees and covered bicycle parking are proposed near the front entry of Block 1. A waste management enclosure is proposed on the east side of the building which will be relocated further north with future phases for more central access.

Building Design

The building form is simple, modern, and purpose-built for the high-tech nature of the data centre use with a modular design and minimal glazing. Block 1 will include additional windows, wood-grain cladding, linear LED lighting on the exterior of the first storey, and an entry canopy to emphasize the principal entrance. Later phases will repeat a rhythm of the individual blocks with an irregular roofline, a gradient change in material colours, and weather-protected exit doors. Exterior materials will consist of a mix of horizontal and vertical metal cladding in different shades, and aluminum panel cladding to add visual interest.

Noise abatement wall panels are proposed to screen rooftop equipment and mitigate potential off-site noise in accordance with the noise abatement covenant registered on title and as recommended in the acoustic technical memo prepared by BKL Consultants Ltd., dated 2025-AUG-21 (Attachment G). As a condition of the development permit, acoustic testing will occur after the completion of Block 1.

Landscape Design

Generous landscaping is proposed around the site, encircling the perimeter drive aisle and transitioning to the existing tree retention area within the northern portion of the site. A large planting area with shrubs and trees is proposed adjacent to the seating area next to the front entry. Nearly 300 trees are proposed to be planted including evergreen and deciduous species, exceeding the tree replacement requirement for trees removed. Two stormwater retention ponds with raingarden planting are proposed: one to the west of the building, and one on the east side near the existing wetland. A wildflower meadow is proposed within the future road dedication covenant areas. A 2.4m-high perforated metal security fence is proposed to enclose the property. Facing East Wellington Road, a portion of the fence will be on top of a 1m-high concrete retaining wall to be screened by a landscape buffer.

Design Advisory Panel

The Design Advisory Panel (DAP), at its meeting held on 2025-APR-10, accepted DP1376 as presented and provided the following recommendations:

- Consider adding solar panels on the roof to help mitigate energy use;
- Consider the possibility of enclosing and lowering the cooling elements into the building to reduce noise;
- Consider reducing the parking or using permeable pavers to retain more green space;
- Consider adding a water collection system to the roof;
- Consider adding a green roof with pollinator plants;
- Consider how materials can be re-used through the different phases of the building;
- Consider possibility of heat recovery potential;
- Consider removing the chain-link and barbed wire fencing in the wetland;
- Consider adding a row of trees outside the fence on East Wellington to help shield the facility from the residential neighbourhood;
- Consider adding some tables in the outdoor amenity area; and
- Consider using bird-friendly glass.

In response to the DAP recommendations, the applicant submitted revised plans including the following key design revisions:

- Removing the chain-link fence proposed through the wetland;
- Revising the landscaping along East Wellington Road to provide a minimum 1.8m vegetated buffer between the property line and proposed retaining walls;
- Revising the outdoor common sitting area with movable tables; and
- Incorporating bird-friendly glazing.

The applicant explored opportunities for the DAP recommended rooftop features (solar panels, water collection, and green roof system) but determined that the proposed building roof surface was already complex and occupied by the mechanical cooling system and associated elements

(ventilation, screening, access, etc.) which prevented the ability for additional rooftop features. The mechanical cooling system requires air chillers, as described in the “Water Usage Limit” section of this report, that will be enclosed.

Additionally, the applicant indicated that they may explore district heating opportunities with the surrounding the properties (2080 and 2160 East Wellington Road) but are not able to commit to any heat recovery options at this time.

Regarding the DAP recommendation to explore a parking reduction, the applicant is proposing parking in accordance with the warehouse minimum parking requirement in the City of Nanaimo “Off-Street Parking Regulations Bylaw 2018 No. 7266” as it is the closest match to data centre. The applicant has indicated that they intend to comply with this parking requirement for the first phase and monitor actual parking usage before determining whether reduced parking supply could be considered in future phases. No excess parking beyond the warehouse parking rate is proposed.

Development Permit Areas

DPA4 – Abandoned Mine Workings Hazards

Initial geotechnical analysis has confirmed that the land is safe and suitable for the use intended, and as a condition of development permit a covenant will be registered to secure the recommendations of the geotechnical assessment including: foundation design, seismic criteria, general excavation, structural fill, foundation drainage, stormwater management, and pavement design.

DPA7 – Nanaimo Parkway Design

The northeast corner of the property falls within DPA7 but is not located within the Nanaimo Parkway Design Guidelines’ Tree Protection Zone, Character Protection Zone, or identified view corridors. No development is proposed within the portion of property that falls within DPA7, and no further analysis as it relates to the Nanaimo Parkway DPA is required.

DPA8 – Form & Character

The proposed site, building, and landscape design substantially meets the applicable Form & Character Design Guidelines by reflecting the high-tech industrial character of the land use through high quality building finishes, by siting the building away from the road across from existing single residential dwellings, and by providing landscaping and buffering to complement the streetscape.

No variances are requested for the proposed development.

In addition to form and character, the applicant has provided supporting information on how the development will be designed to address water conservation and energy efficiency, in accordance with the DPA8 objectives in City Plan.

The applicant has proposed a mechanical cooling system for the data centre that utilizes an air-to-water chiller system. The proposed cooling system will operate similar to a closed-loop system during the cooler winter months but will draw from the municipal water network during the warmer

summer months as outlined in the technical memo prepared by Avalon Mechanical, dated 2025-DEC-08 (Attachment H). The development will be required to be designed and constructed in compliance with the specifications outlined in the technical memo as a condition of the development permit.

For the ongoing operation of the data centre, it is recommended that issuance of the development permit be withheld until a *Land Title Act* Section 219 covenant be registered to limit the ongoing water usage in accordance with the specifications outlined in the technical memo (see draft covenant terms in Attachment I). The average water usage will be 0.8 litres/second on an annual basis which is equivalent to 69,000 litres/day based on the design specifications in the technical memo. For comparison, a typical shopping centre utilizes up to approximately 100,000 litres/day and a commercial ferry terminal uses up to 56,000 litres/day over a year.

The proposed water usage is appropriate for the proposed use, Staff have identified no negative impacts on the City's water network provided that the water usage limit is secured. Nanaimo's water system is robust and resilient, and the proposed data centre's average daily water usage will be capped at what is equivalent to approximately 0.19% of the City's total daily water use in 2025.

Given that the application addresses the applicable Form & Character Design Guidelines, the conditions registered through rezoning (noise abatement), as well as the water conservation measures, Staff recommend approval of the development permit. |

KEY MESSAGES

- Development Permit application No. DP1376 is for a two-storey data centre to be completed in multiple phases with a total floor area of 18,000m².
- No variances are requested for the proposed development.
- The proposed site, building, and landscape design substantially meets the applicable Form & Character Design Guidelines.
- Nanaimo's water system is robust and resilient, and the proposed data centre's average daily water usage will be capped at what is equivalent to approximately 0.19% of the City's total daily water use in 2025.

ATTACHMENTS

- ATTACHMENT A: Permit Terms and Conditions
- ATTACHMENT B: Subject Property Map
- ATTACHMENT C: Site Plans
- ATTACHMENT D: Phasing Plans
- ATTACHMENT E: Building Elevations and Details
- ATTACHMENT F: Landscape Plans and Details
- ATTACHMENT G: Acoustic Engineer Technical Memo
- ATTACHMENT H: Mechanical Engineer Technical Memo
- ATTACHMENT I: Water Usage Covenant Terms |

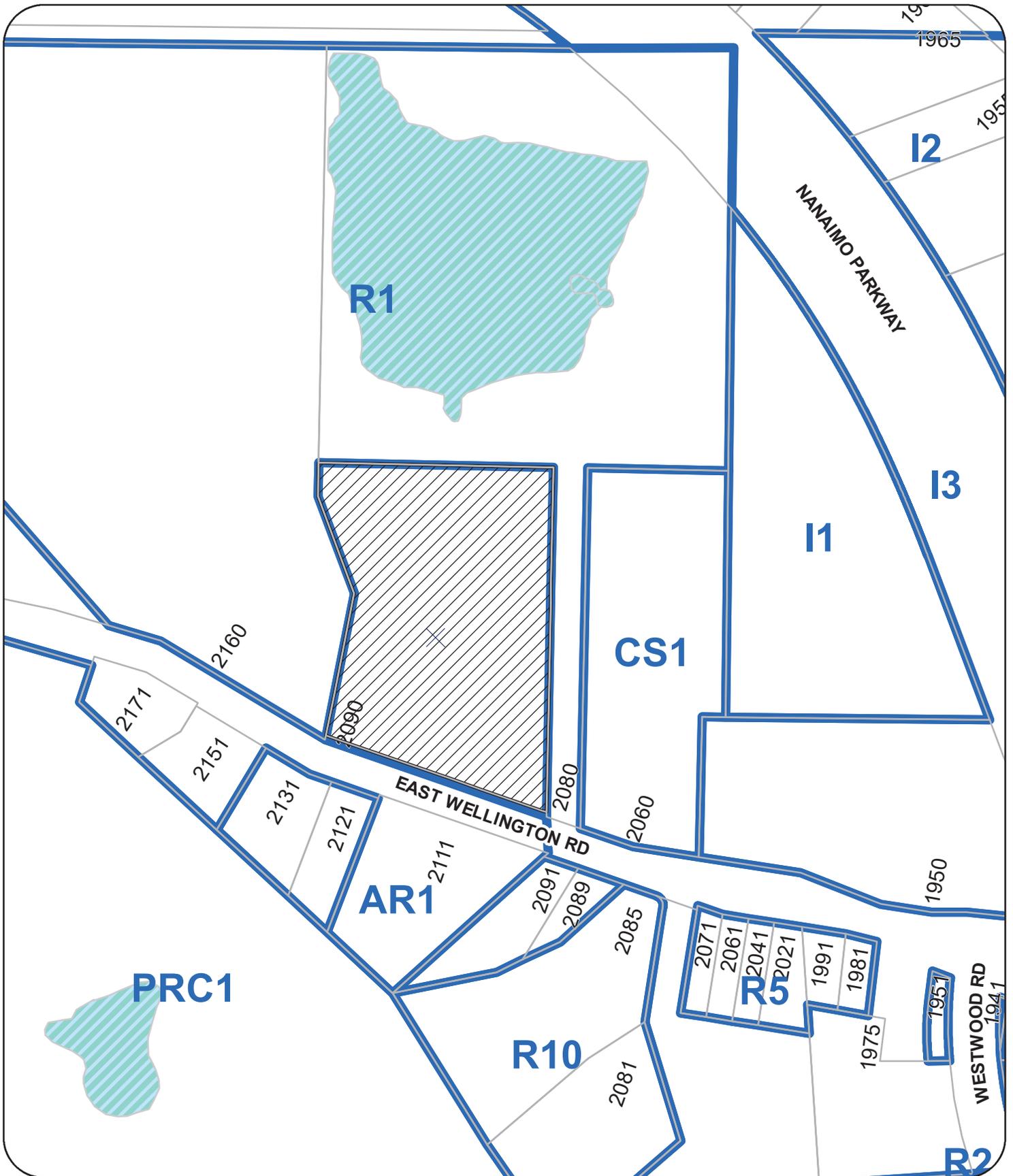
ATTACHMENT A

PERMIT TERMS AND CONDITIONS

CONDITIONS OF PERMIT

1. The subject property shall be developed in substantial compliance with the Site Plans prepared by dHKarchitects, received 2025-SEP-12, as shown on Attachment C.
2. The subject property shall be developed in substantial compliance with the Building Elevations and Details prepared by dHKarchitects, received 2025-SEP-12, as shown on Attachment D.
3. The subject property shall be developed in substantial compliance with the Landscape Plans and Details prepared by Kinship Design Art Ecology, dated 2025-SEP-03, as shown on Attachment F.
4. The development shall be in substantial compliance with noise abatement plan as described in the acoustic engineering memo prepared by BKL Consultants Ltd., dated 2025-AUG-21, as shown in Attachment G, including:
 - Screening of the rooftop chiller units to the east, south, and west, to meet predicted (benchmark) noise levels, prior to building occupancy;
 - Screening of the emergency generator with enclosure and exhaust muffler; and
 - Submission of testing for the first phase (Block 1) at the time of Building Permit application for the next phase after completion of Block 1, to confirm actual noise from the site once the project is operational and any additional management, operational, or mitigation measures that may be necessary to reach predicted noise levels.
5. The development shall be in substantial compliance with the proposed domestic and cooling system as described in the mechanical engineering memo prepared by Avalon Mechanical, dated 2025-DEC-08, as shown in Attachment H.
6. Registration of a Section 219 covenant prior to Building Permit issuance to secure the geotechnical assessment prepared by Lewkowich Engineering Associates Ltd., dated 2025-AUG-29, in favour of the City of Nanaimo requiring compliance with the assessment's recommendations, and to save harmless the City.

ATTACHMENT B SUBJECT PROPERTY MAP



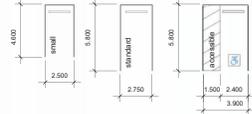
 2090 EAST WELLINGTON ROAD

ATTACHMENT C SITE PLANS



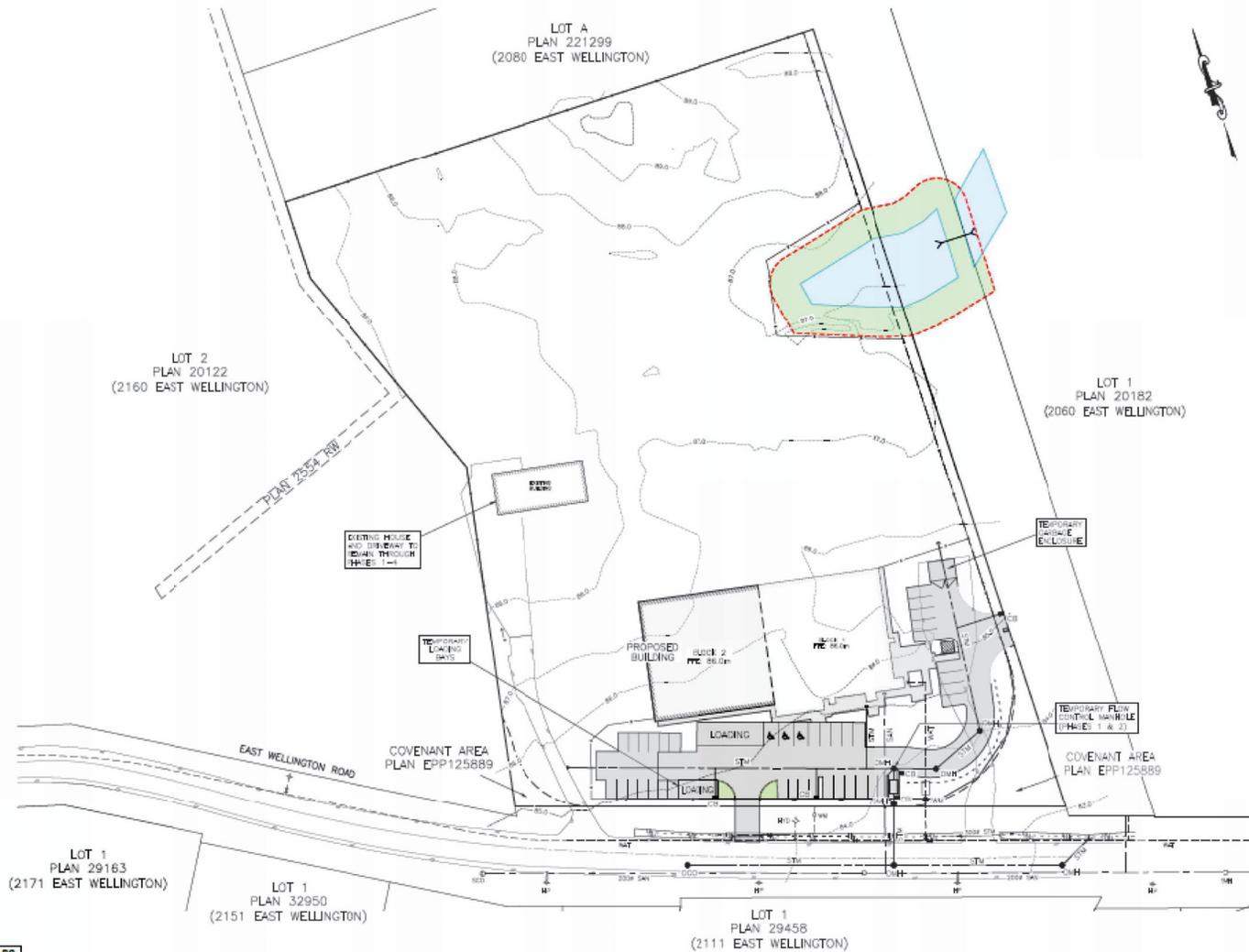


2 Vehicle Parking Stalls
 A103 SCALE: N.T.S.



RECEIVED
 DP1376
 2025-SEP-12
 Current Planning





AREA OF PROPOSED ASPHALT PAVING c/w BASE AND SUB-BASE
 AREA OF PROPOSED 100mm THICK CONCRETE SUBPAVEMENT c/w BASE AND SUB-BASE

RECEIVED
DP1376
2025-SEP-12
 CIVIL ENGINEERING

- NOTES:
1. ALL CONCEPTUAL PILE SIZES, GRADES AND MATERIALS ARE PRELIMINARY AND ARE SUBJECT TO DETAILED DESIGN.
 2. THE LOCATIONS OF EXISTING SERVICES ARE SHOWN APPROXIMATELY AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF WORK. EXISTING & PROPOSED SERVICES MAY REQUIRE ADJUSTMENT WHERE A CONFLICT OCCURS. THE ENGINEER SHALL BE NOTIFIED OF ANY CONFLICT.



ISSUED FOR PERMIT PURPOSES ONLY



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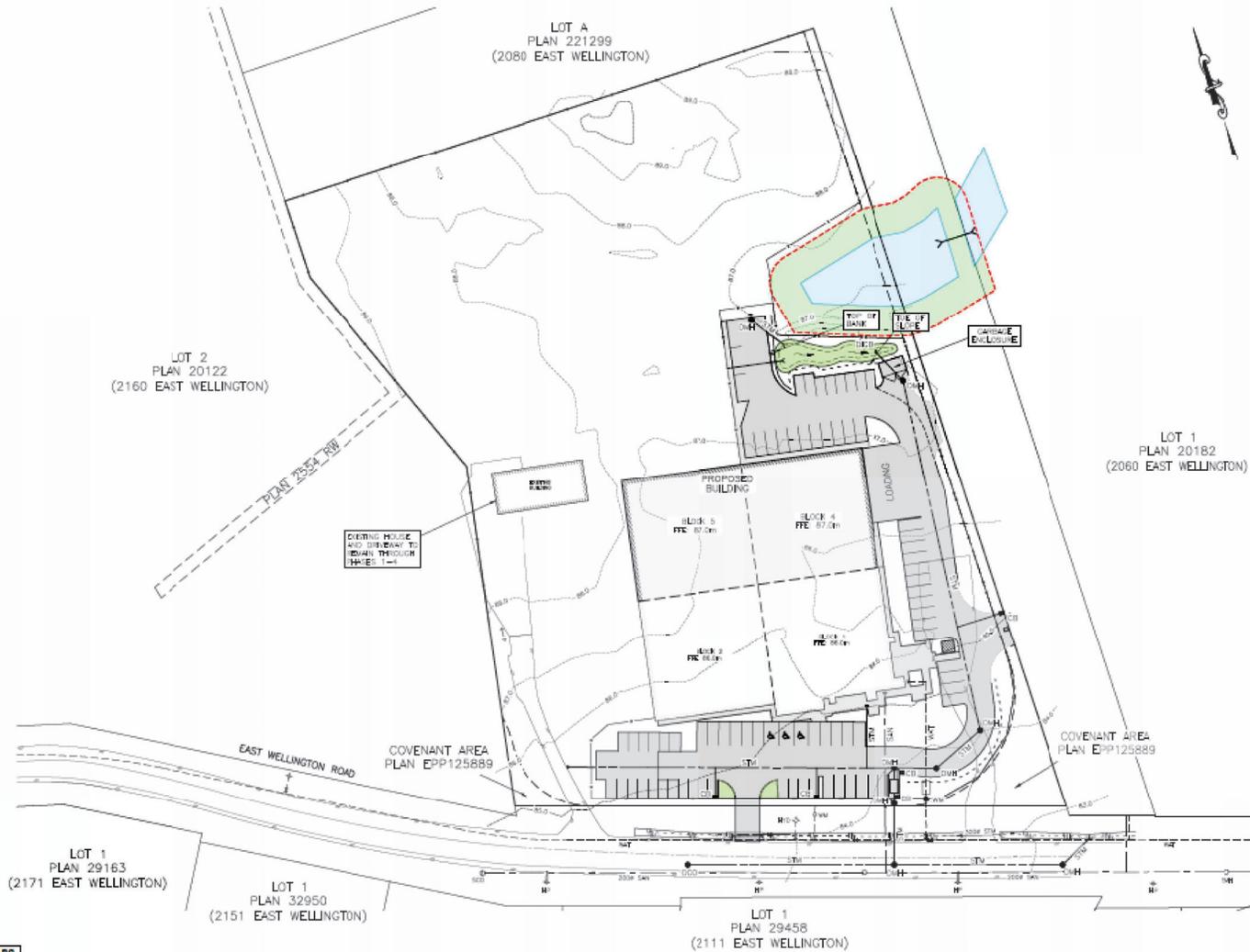
Greenville Homes

East Wellington Data Centre

Phase 2 Plan

A105

dHKarchitects dHka



- AREA OF PROPOSED ASPHALT PAVING c/w BASE AND SUB-BASE
- AREA OF PROPOSED 100mm THICK CONCRETE SLABW/ c/w BASE AND SUB-BASE

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- NOTES:
1. ALL CONCEPTUAL PIPE SIZES, GRADES AND MATERIALS ARE PRELIMINARY AND ARE SUBJECT TO DETAILED DESIGN.
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Greenwill Homes

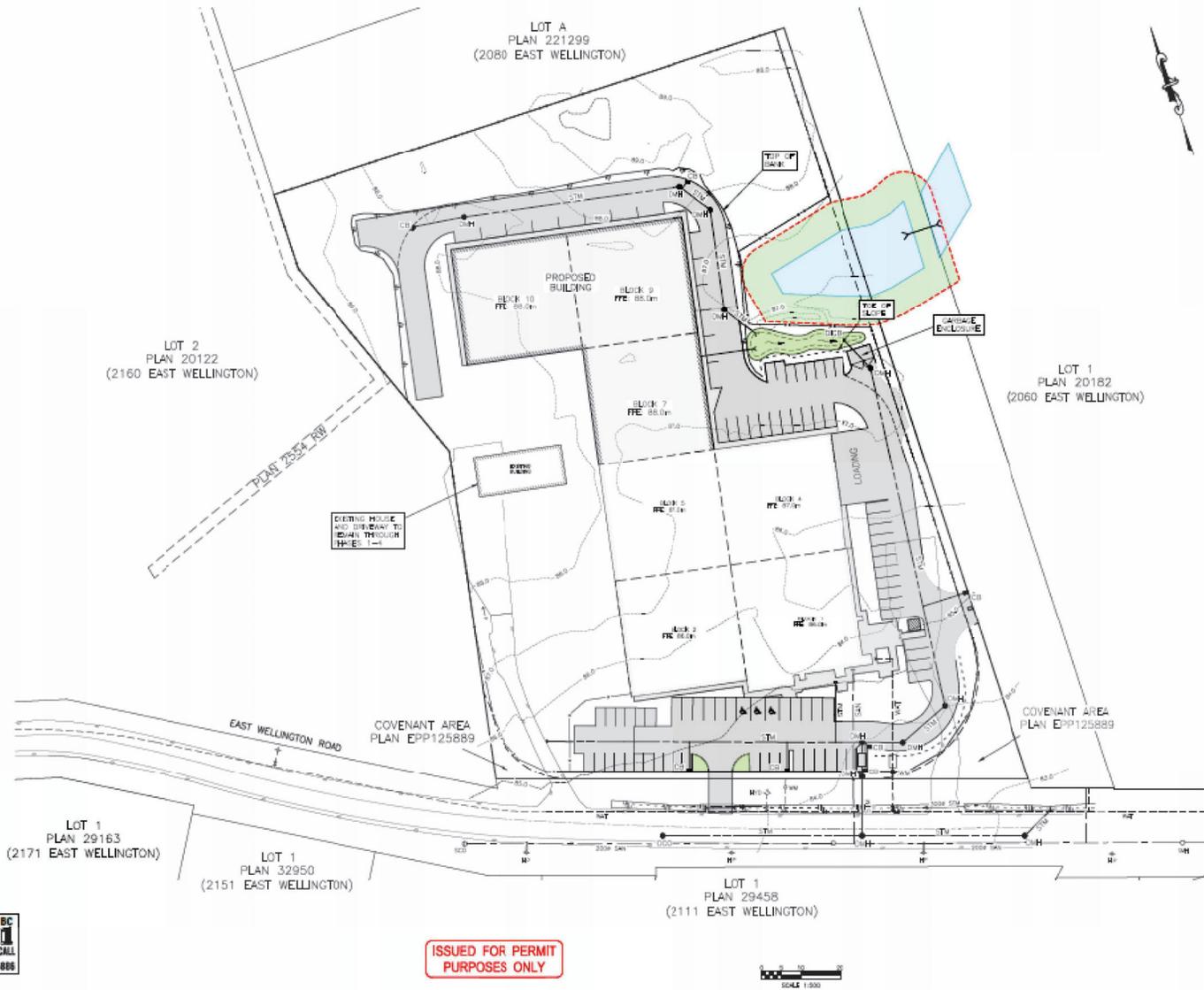
East Wellington Data Centre

Phase 3 Plan

A106

dHKarchitects dHka

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AREA OF PROPOSED ASPHALT PAVING c/w BASE AND SUB-BASE
 AREA OF PROPOSED 100mm THICK CONCRETE SCREED c/w BASE AND SUB-BASE

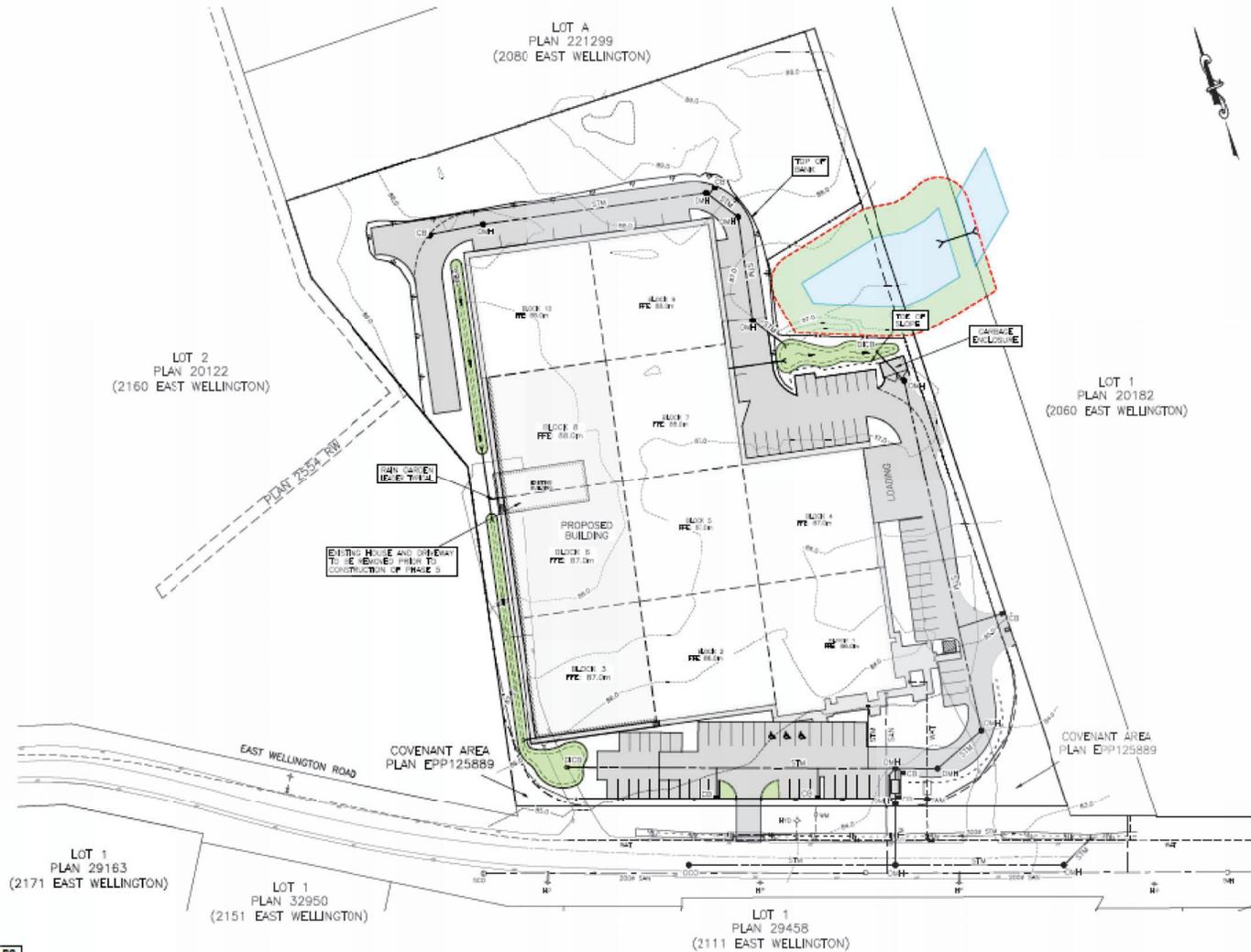
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- NOTES:
1. ALL CONCEALED PIPE SIZES, GRADES AND INTERVALS ARE PRELIMINARY AND ARE SUBJECT TO RETIRED DESIGN.
 2. THE LOCATIONS OF EXISTING SERVICES ARE SHOWN APPROXIMATELY AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF WORK. EXISTING & PROPOSED SERVICES MAY REQUIRE ADJUSTMENT WHERE A CONFLICT OCCURS. THE ENGINEER SHALL BE NOTIFIED OF ANY CONFLICT.



ISSUED FOR PERMIT PURPOSES ONLY





AREA OF PROPOSED ASPHALT PAVING c/w BASE AND SUB-BASE
 AREA OF PROPOSED 100mm THICK CONCRETE SUB-BASE c/w BASE AND SUB-BASE

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DP1376
2025-SEP-12
 CONSULTING

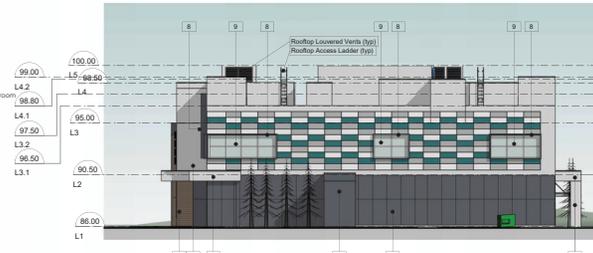
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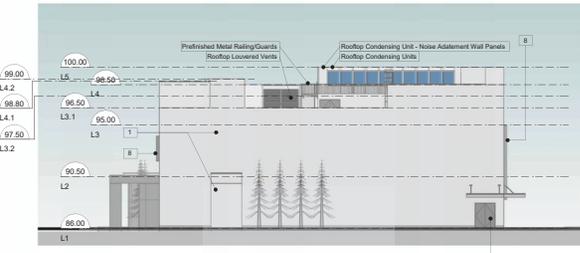




View from East Wellington Road
Elevation - South
 SCALE: 1 : 200

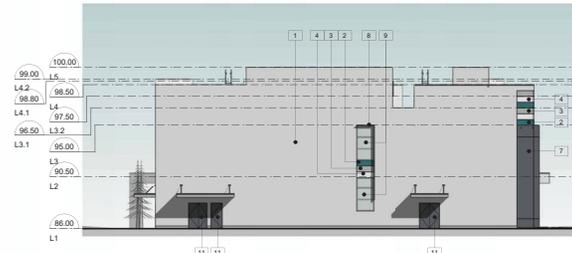


View from East Property Line
Elevation - East
 SCALE: 1 : 200



View from North Property Line
Elevation - North
 SCALE: 1 : 200

NOTE:
 IMP exterior cladding system along this building elevation, to be future interior partition walls once additional modules are constructed overtime.



View from West Property Line
Elevation - West
 SCALE: 1 : 200

NOTE:
 IMP exterior cladding system along this building elevation, to be future interior partition walls once additional modules are constructed overtime.

Materials Legend

- 1 Insulated Metal Horizontal Cladding - Smooth - Dove Gray
- 2 Insulated Metal Horizontal Cladding - Smooth - Evergreen
- 3 Insulated Metal Horizontal Cladding - Smooth - Zinc Gray
- 4 Insulated Metal Horizontal Cladding - Smooth - Bone Gray
- 5 Insulated Metal Vertical Cladding - Stucco - Night Gray
- 6 Insulated Metal Horizontal Lap Cladding - Wood Grain
- 7 Aluminum Panel Cladding - Smooth - Night Gray
- 8 Prefinished Aluminum Eyebrow Element c/w LED linear lighting
- 9 Curtain Wall Glazing Units
- 10 Entrance Doors - Curtain Wall Glazing
- 11 Insulated Metal Doors - Flush panel
- 12 Insulated Metal Overhead Ceiling Doors

Materials Palette



Materials Palette



- IMP Horizontal Smooth Panel System
- IMP Wood Grain Soffit System
- Aluminum Commercial Glazing Units
- Aluminum Flat Bar Trim Elements
- IMP Horizontal Smooth Panel System
- Aluobond Aluminum Smooth Panel System



- Vertical Metal Channel Mounting
Structural Pre-Eng Building Design (By Others)
- IMP Horizontal Smooth Panel System
Refer to Exterior Materials Legend (A301)
for Colour Selections



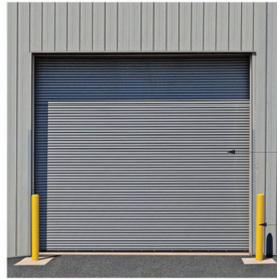
- Linear LED Strip Lighting (Type)



- IMP Horizontal Wood Grain Finish



- IMP Horizontal Smooth Panel System
- Aluminum Commercial Storefront Glazing Units
- IMP Horizontal Wood Grain Finish
- Aluobond Wrapped Vertical Corners
- IMP Vertical Stucco Panel System



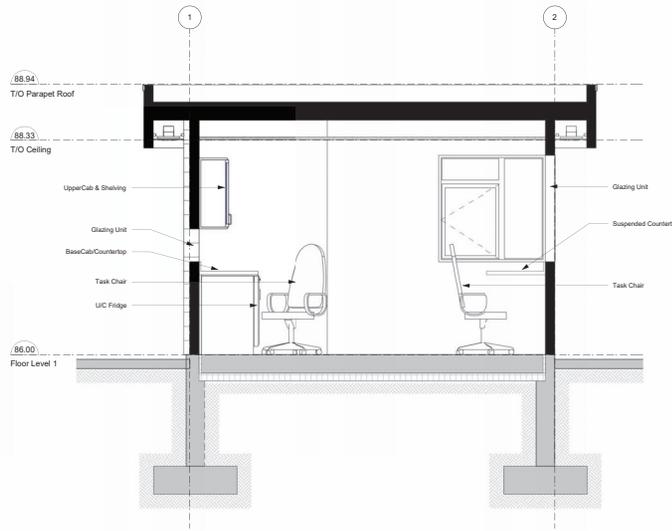
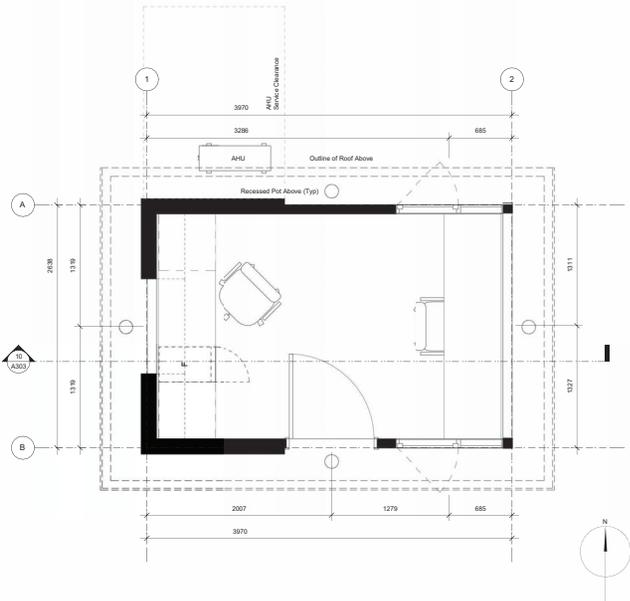
- Pre-finished Steel Overhead Roll-up Door
- HSS Round / Concrete Bed Commercial Bolster (Type)



- Aluminum Commercial Storefront Glazing Units
- Aluminum Commercial Storefront Entrance Door Units



- Flush Steel Foam-Core Insulated
the Metal Frames & Hardware
Exterior Door Units

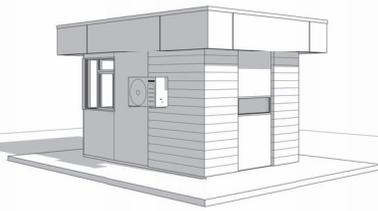
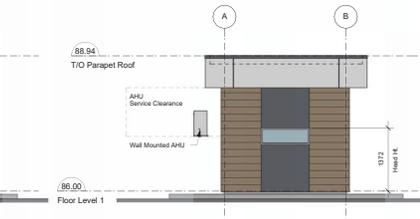
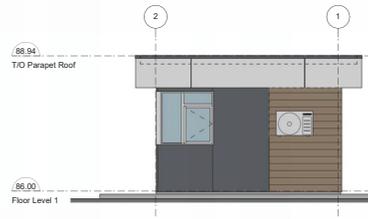
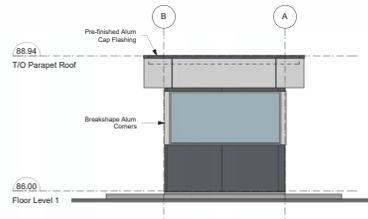
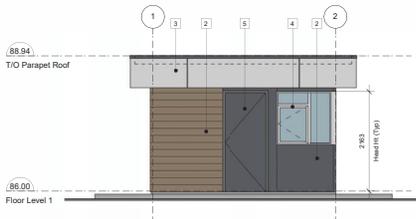


Materials Legend

- 1 Insulated Metal Vertical Cladding - Suzzo - Night Grey
- 2 Insulated Metal Horizontal Lap Cladding - Wood Grain
- 3 Aluminum Panel Cladding - Smooth - Anodized
- 4 Aluminum Frame Glazing Units
- 5 Insulated Metal Doors - Flush panel

Materials Palette

- Insulated Metal Panels - IMP Optimo Vertical Profile Colour: Night Grey
- Insulated Metal Panels - IMP Optimo Horizontal Plank Profile Colour: Chestnut Brown
- Continuous Panel Fascia or Pre-Drilled Aluminum Cap Flashings Horizontal Profile Colour: Arctic White
- Membrane Roofing Colour: Charcoal



RECEIVED
DP1376
2025-SEP-12
Current Planning

EAST WELLINGTON ROAD DATA CENTRE

2086 & 2090 EAST WELLINGTON ROAD, NANAIMO, BC

LANDSCAPE ARCHITECTURAL DRAWINGS

ISSUED FOR DEVELOPMENT PERMIT - SEPTEMBER 3, 2025

DRAWING SCHEDULE

- | | |
|--|--|
| L0.00 Cover Page | L1.05 Landscape Details |
| L1.01 Phasing Plan | 4. Bollard Light |
| L1.02 Landscape Plan South | 5. Bicycle Rack |
| L1.03 Landscape Plan North | 6. Garbage Enclosure: Cedar Board |
| L1.04 Landscape Details | L2.01 Planting Plan South |
| 1. Fence Type 01: Wall Mounted Perforated Steel Security Fence | L2.02 Planting Plan Centre |
| 2. Fence Type 02: On-Grade Perforated Steel Security Fence | L2.03 Planting Plan Northwest |
| 3. Bird Tower | L2.04 Planting Plan Northeast |
| | L2.05 Plant Legend, Plant List & Planting Notes |
| | L3.01 Tree Removals and Retention |
| | L3.02 Tree Protection Fencing |

DESIGN RATIONALE

The landscape design for the Data Centre project proposed for 2086 & 2090 East Wellington Road in Nanaimo, BC draws inspiration from the opportunity to merge industrial uses with functional ecological systems.

Nearby seasonal ephemeral wetlands are treated as biodiversity hotspots that can attract a diverse range of species throughout the year. To improve their function, invasive species are to be removed and replaced with a suitable indigenous understorey. To accentuate their presence in the landscape, a network of nature-based solutions will be constructed to manage rainwater on site and harness the development process to support lush, layered plantings that attract birds, beneficial insects and other biodiversity.

To compensate for the removal of trees from the 2.29 hectare parcel, 230 replacement trees are included in the design. To establish a biodiverse, climate resilient and visually interesting landscape, and to effectively screen the proposed development, a total of 247 trees are proposed, including 17 Arbutus which are not counted as replacements. This generous tree planting is to be situated within a landscape that references local Coastal Douglas Fir ecosystems, particularly the Garry Oak meadow.

Security is a prime consideration for the proposed use. To that end, a perforated metal security fence surrounds the parcel. This offers opportunities for a design and colour finish that complements the architectural facade, but that also visually recedes behind dense plantings.

To add character, comfort and human scale, and contribute to the social life and energy of the site, a comfortable seating area that immerses staff in the natural landscape provides a comfortable refuge for employees.

KEY PLAN



DESIGN PRECEDENTS



01 Lush, layered forest understorey planting inspired by the Coastal Douglas fir ecosystem provides rehabilitated functional habitat on site



02 Planting design inspired by the Garry Oak meadow adds colour, visual interest, and supports local biodiversity



03 Perforated steel security fencing provides the necessary security, and offers opportunities to complement the architectural facade



04 An outdoor gathering place for staff provides a comfortable refuge and immerses people in nature



05 Rain gardens and bioswales provide nature based solutions for rainwater management merging industrial use with ecological function and evoke ephemeral wetlands nearby

NOT FOR CONSTRUCTION



All drawings and specifications are the copyright property of the Landscape Architect. Use or reproduction of documents in whole or in part is subject to the Landscape Architect's specific consent.

CLIENT
2779022 ONTARIO INC.

R E C E I V E D
DP1376
2025-SEP-12
Current Planning

NO.	DATE	ISSUE
1	2025-09-03	DP SUBMISSION
2	2025-09-03	DP RESUBMISSION

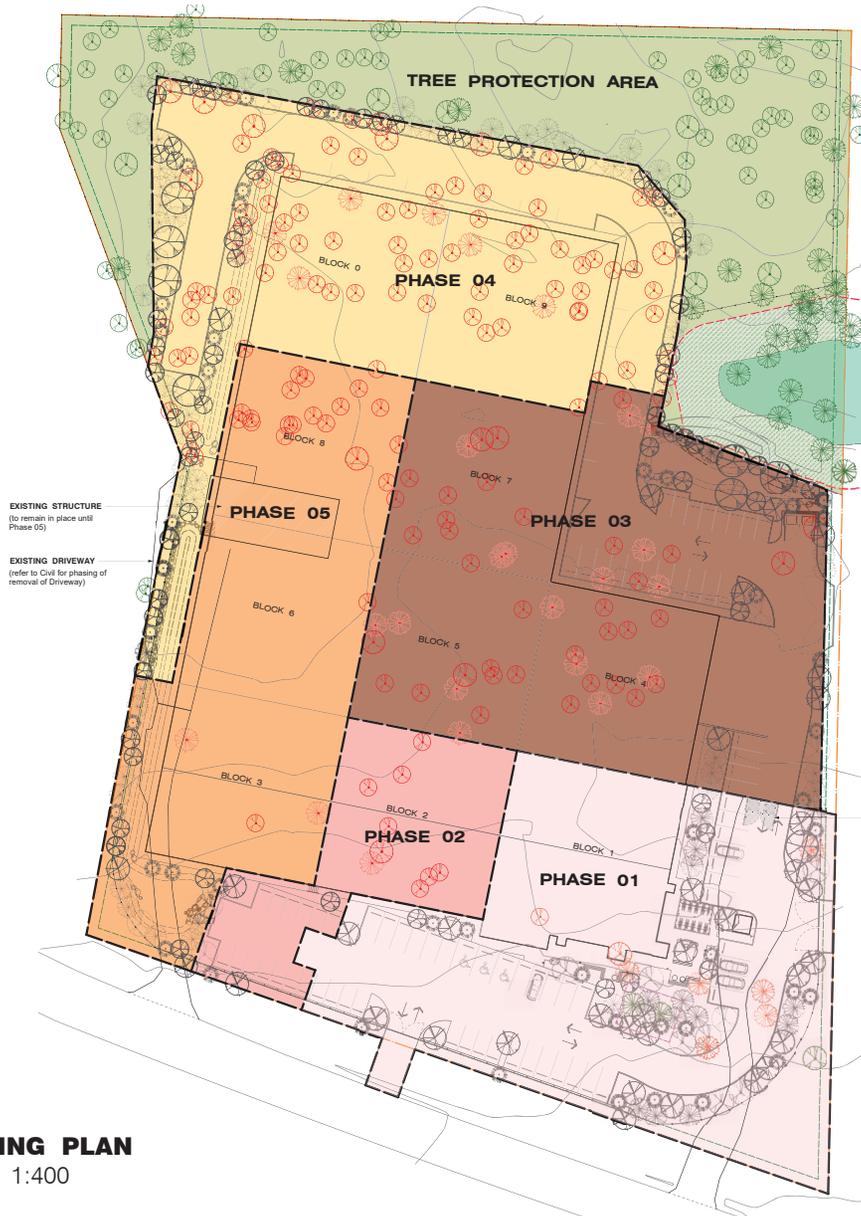
NO.	DATE	REVISION
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PROJECT 23007
EAST WELLINGTON ROAD DATA CENTRE
2086 & 2090 EAST WELLINGTON ROAD
NANAIMO, BC

COVER PAGE

CITY FILE NO. DP001376
SCALE NTS
START DATE 2023-05-12
DB CM **CB** KS

L0.00



PHASING PLAN
SCALE 1:400

LANDSCAPE PHASING LEGEND

- PHASE 01:**
Block 01: entire perimeter fence, outdoor common area and furnishings; majority of front parking area, portion of side parking area, temporary garbage enclosure location, and all plantings within Phase 01 area
- PHASE 02:**
Block 02: westerly portion of front parking area, all plantings within Phase 02 area
- PHASE 03:**
Blocks 04, 05 & 07, extension of side parking area and loading areas to end of Block 07, ramped area between side parking area and existing wetland, all plantings within Phase 03 area
- PHASE 04:**
Blocks 09 & 10, completion of all parking and loading areas, completion of bioswales and plantings within Phase 04 area
- PHASE 05:**
Blocks 03, 06 & 08, removal of existing structure and driveway, completion of all bioswales, ramped area and plantings within Phase 05 area, installation of Bird Towers
- EXISTING TREES TO REMAIN**
(see sheet L3.01 for Tree Removals and Retention)
- EXISTING TREES TO BE REMOVED**
(see sheet L3.01 for Tree Removals and Retention)
- TREE PROTECTION FENCING**
(see sheets L3.01 & L3.02)

PHASING PLAN NOTES

1. This Phasing Plan shows the approximate extent of landscape installation associated with each proposed Phase. Refer to Architecture for phasing of structures. Refer to Civil for phasing of civil works.
2. Tree removals are to be completed according to Phases 01 - 05, retaining undisturbed treed areas to the maximum reasonable extent while accommodating phased construction activities.
3. Tree protection fencing to be installed at the construction limit of each Phase. See sheet L3.02 for City of Nanaimo Tree Protection Fencing Standard. Locations of Tree Protection Fencing to be confirmed on site prior to the start of construction for each Phase.
4. Areas disturbed by construction activities but outside final landscape area are to be seeded at 100% coverage with Sainflower Nurseries Diversity Meadow - Garry Oak Ecosystem Seed Blend or eq. following completion of construction of each Phase.
5. The existing structure shown is to remain in place until Phase 05.

Refer to **Sheet L1.02** for Landscape Plan South
Refer to **Sheet L1.03** for Landscape Plan North
Refer to **Sheet L3.01** for Tree Removals and Retention

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DP1376
2025-SEP-12
Current Planning

NO.	DATE	ISSUE
1	2025-09-03	DP SUBMISSION
2	2025-09-03	DP RESUBMISSION

NO.	DATE	REVISION

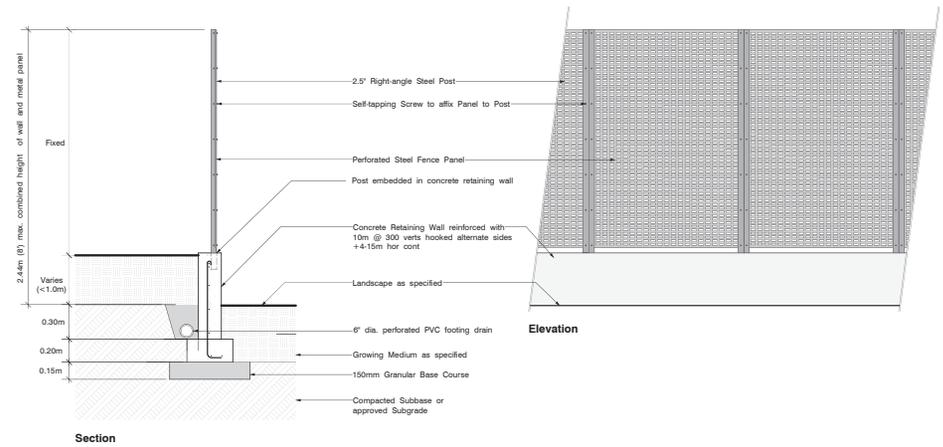
PROJECT 23007
EAST WELLINGTON ROAD DATA CENTRE
2086 & 2090 EAST WELLINGTON ROAD
NANAIMO, BC

PHASING PLAN

CITY FILE NO. DP001376
SCALE 1:400
START DATE 2023-05-12
DB CM **CB** KS

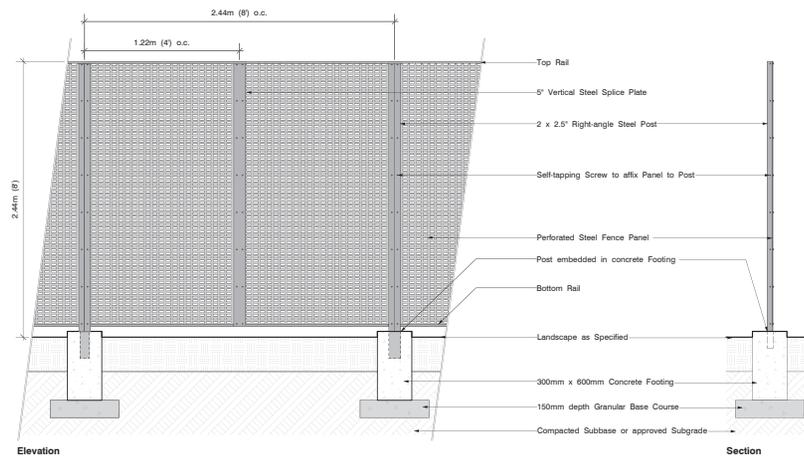
L1.01

Notes:
 Perforations in fence panels are indicative. Design to reflect architectural facade, and for visual interest. Spacing and sizing of perforations to ensure fence is non-climbable.
 All metal to be hot dipped galvanized after fabrication.
 Fence panels to be powder coated, coloured to complement building facade.
 Posts to be powder coated, dark grey.
 Panels affixed to posts with self-tapping screws, or eq.
 All welds to be ground smooth.
 Shop drawings required for all finishes, connections and hardware, submit to Landscape Architect for approval.
 Dimensions to be to code and noted on all shop drawings.



1 Fence Type 01: Wall Mounted Perforated Metal Security Fence
 Scale: 1:20

Section / Elevation



2 Fence Type 02: On-Grade Perforated Metal Security Fence
 Scale: 1:20

Section / Elevation



Notes:
 Pole and / or snag mounted nest boxes to be field fit in rangeland areas following construction completion of all phases.
 Nest boxes to be installed in October after the bird nesting season and before the cold of winter, or in early spring, between February and April, prior to the start of the local bird nesting period.
 Pole and snags to be from trees felled on site. Heights should vary between a minimum of 10 feet (3.05m) and up to 20 feet (6.10m).
 Boxes to be assorted to attract a diversity of local bird species including Northern Flicker, chickadees, wrens and nuthatches.
 Nest box holes are to be oriented to face away from the wind.
 Nest boxes to be made of wood, and natural wood colour, or painted dark grey, brown or black to absorb heat.

3 Bird Tower
 Scale: 1:20

Precedent Image

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PROJECT 23007
EAST WELLINGTON ROAD DATA CENTRE
 2086 & 2090 EAST WELLINGTON ROAD
 NANAIMO, BC

LANDSCAPE DETAILS

CITY FILE NO. DP001376
SCALE AS SHOWN
START DATE 2023-05-12
DB CM **CB** KS

L1.04



Product Image

SOLERA SOX-BLD - Bollard
Total Quantity: 8

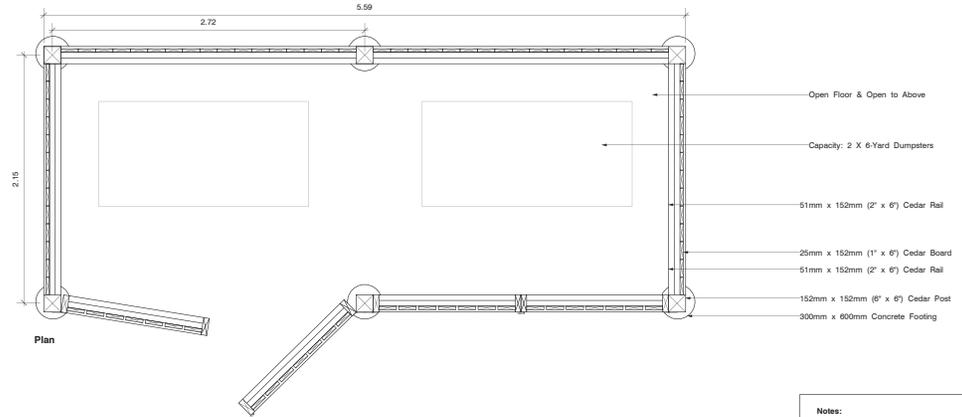
Mounting:
The fixture attaches securely to the ground and anchoring plate using four flush-mounted anchor bolts. Anchoring as per manufacturers specifications.
Lens: CL (Clear Lens)
Lamp: 29W LED (max), 3386 Lumens, 3000K, 3500K, 4000K, 5000K color temperature
Light Distribution: Type II (std), Type III, Type IV
Electrical: UNV 120-277V HLV 347-480V
Options: tamperproof hardware, tamperproof bits, ground fault receptacle, button photocell (voltage specific), base cover

Height: 4'0" (1.02m)
Finish: BL (Black)

Solera
120 Walker Drive, Brampton, ON, Canada
1-877-765-3722
www.soleracorp.com

4 Bollard Light
Scale: NTS

Notes

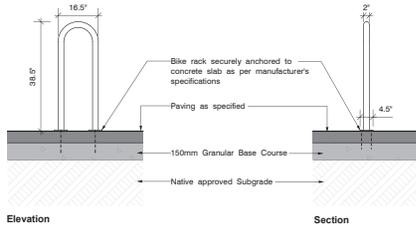


Notes:
All wood to be selected tight knot cedar. No checks, splits, warps or wanes. All cut ends to be properly sealed.
All metal fasteners to be hot dipped galvanized.
Cedar to be finished with clear sealer as per manufacturers instructions. Contractor to confirm finish with Landscape Architect.

SURF BIKE RACK SFBRP-3 (3 Space Aluminum)
Total Quantity: 10

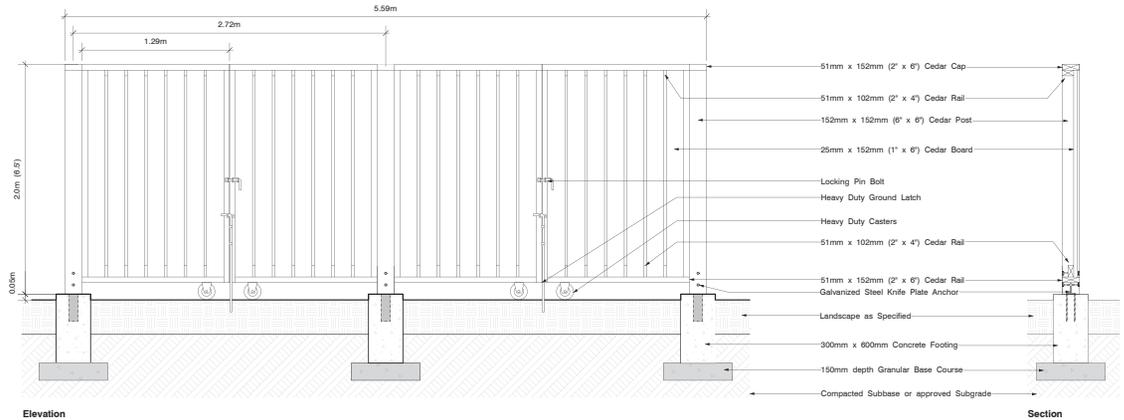
Specifications
- Marine Grade Aluminum Frame
- INST-1 Stainless Steel Bolt-Down Kit (to be included)
Capacity: 1-3 Bicycles
Length: 16.5" (0.42m)
Height: 38.5" (0.98m)
Depth: 4.5" (0.12m)
Weight: 15 LBS (6.8kg)
Finish: Standard Carbon Black

Wishbone Site Furnishings
210-2709 Gloucester Way, Langley, BC, Canada
1-866-626-9476
www.wishbonetd.com



5 Bicycle Rack
Scale: NTS

Elevation / Section



6 Garbage Enclosure: Cedar Board
Scale: 1:20

Plan / Elevation / Section

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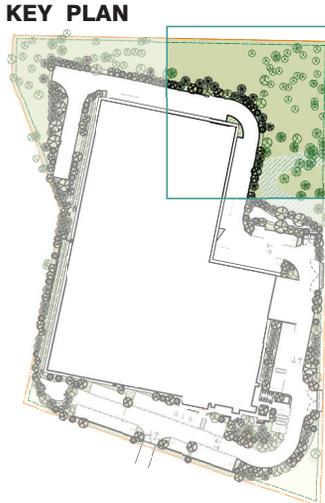
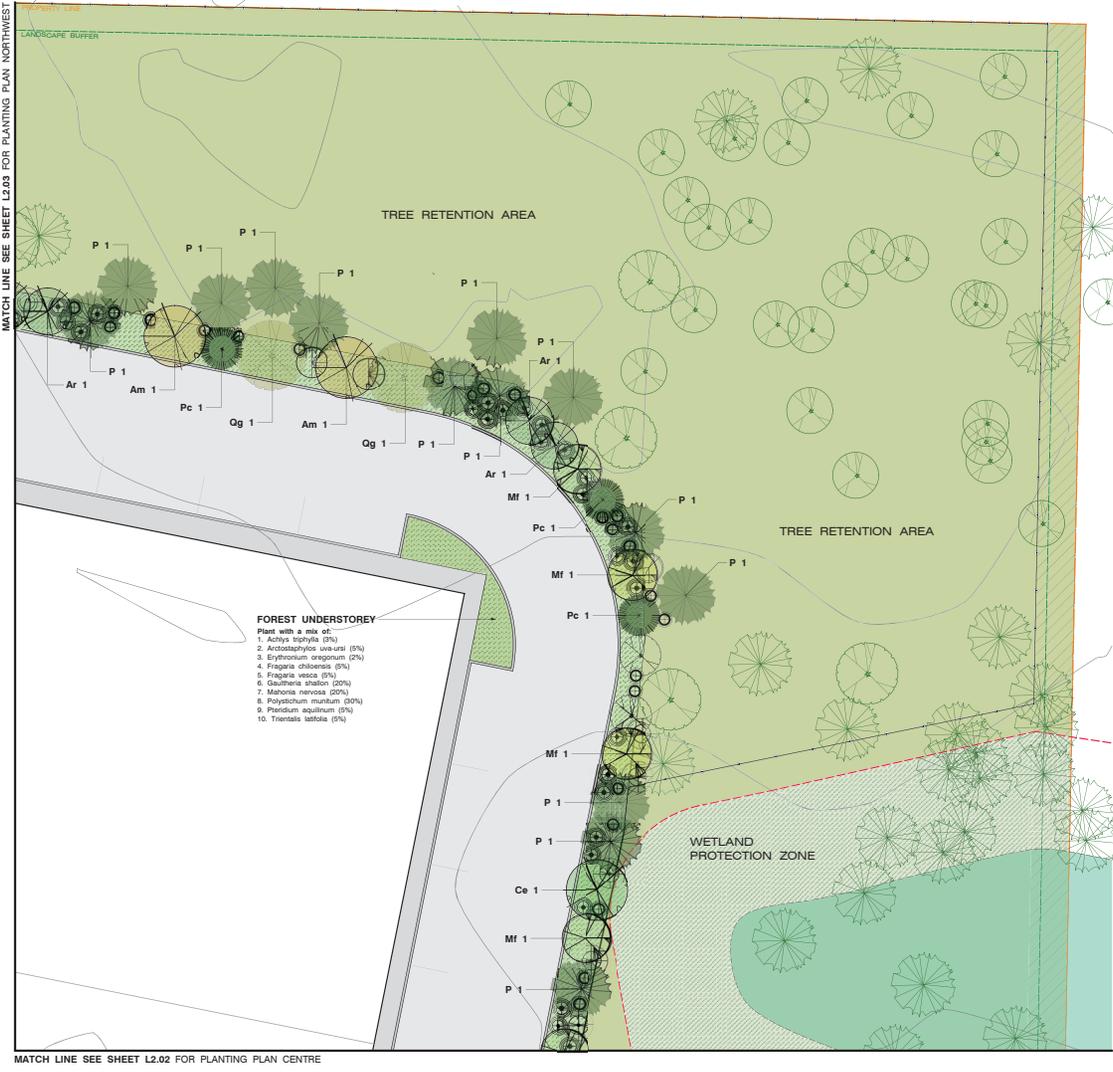
NO. | DATE | REVISION

PROJECT 23007
EAST WELLINGTON ROAD DATA CENTRE
2086 & 2090 EAST WELLINGTON ROAD
NANAIMO, BC

PLANTING PLAN CENTRE

CITY FILE NO. DP001376
SCALE 1:150
START DATE 2023-05-12
DB CM **CB** KS

L2.02



Refer to Sheet L2.01 for Planting Plan South
 Refer to Sheet L2.02 for Planting Plan Centre
 Refer to Sheet L2.03 for Planting Plan Northwest
 Refer to Sheet L2.05 for Plant Legend, Plant List & Planting Notes

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NO.	DATE	REVISION
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PROJECT 23007
EAST WELLINGTON ROAD DATA CENTRE
 2086 & 2090 EAST WELLINGTON ROAD
 NANAIMO, BC

PLANTING PLAN
NORTHEAST

CITY FILE NO. DP001376
SCALE 1:150
START DATE 2023-05-12
DB CM **CB** KS

L2.04

TREE & PLANT LEGEND

Existing Trees to Remain

Coniferous & Evergreen Trees

Am (17) Arbutus menziesii
Pc (48) Pinus contorta var. contorta
P (76) Pseudotsuga menziesii

Deciduous Trees

A (8) Acer macrophyllum
Ar (20) Alnus rubra
Ce (21) Cornus 'Eddie's White Wonder'
Mf (13) Malus fusca
Pe (29) Prunus emarginata
Og (16) Quercus garryana

Deciduous Shrubs

A (42) Amelanchier grandiflora
Cs (19) Cornus cericea
Hd (36) Holidiscus discolor
Oe (13) Oemleria cerasiformis
Rs (72) Ribes sanguineum
Rg (64) Rosa gymnocarpa
Rp (29) Rubus spectabilis
Sd (44) Spiraea douglasii ssp. douglasii
Sy (166) Symphoricarpos albus

Evergreen Shrubs

Vo (237) Vaccinium ovatum

FOREST UNDERSTOREY
Area: 2600m²

Plant with a mix of:

1. Achlys triphylla (2%)
2. Arctostaphylos uva-ursi (5%)
3. Erythronium oregonum (2%)
4. Fragaria chiloensis (3%)
5. Fragaria vesca (5%)
6. Gaultheria sitouana (20%)
7. Mahonia nervosa (20%)
8. Polystichum mutatum (20%)
9. Pteridium aquilinum (5%)
10. Trientalis latifolia (5%)

GARRY OAK MEADOW & BULBS
Area: 194m²

Seed at 50% coverage with Satinflower Nurseries Diversity Meadow - Garry Oak Ecosystem Seed Blend or Equivalent.

Plant with a mix of:

1. Allium acuminatum (20%)
2. Allium cernuum (20%)
3. Camassia leichlinii (20%)
4. Camassia quamash (20%)
5. Primula hendersonii (20%)

GARRY OAK MEADOW
Area: 905m²

Seed at 100% coverage with Satinflower Nurseries Diversity Meadow - Garry Oak Ecosystem Seed Blend or Equivalent.

RAINGARDEN BOTTOM
Area: 226m²
Soil Depth: 450mm

Plant bottom with a mix of:

1. Carex inops ssp. inops (25%)
2. Carex obovata (25%)
3. Iris missouriensis (25%)
4. Scirpus microcarpus (25%)

PLANT LIST

Key	Qty	Botanical Name	Common Name	Pot Size	Spacing	Notes
Am	17	Arbutus menziesii	Arbutus	#2		Native
Pc	48	Pinus contorta var. contorta	Shore Pine	#15		Native
P	75	Pseudotsuga menziesii	Douglas Fir	#15		Native
Deciduous Tree						
A	8	Acer macrophyllum	Big Leaf Maple	#20		Native
Ar	20	Alnus rubra	Red Alder	#20		Native
Ce	21	Cornus 'Eddie's White Wonder'	White Flowering Dogwood	#20		Hybrid/Native
Mf	13	Malus fusca	Pacific Crab Apple	#20		Native
Pe	29	Prunus emarginata	Bitter Cherry	#20		Native
Og	16	Quercus garryana	Garry Oak	#15		Native
Deciduous Shrubs						
A	42	Amelanchier alnifolia	Service Berry	#3		Native
Cs	35	Cornus cericea	Red-Osier Dogwood	#2	2m o.c.	Native
Hd	36	Holidiscus discolor	Ocean Spray	#2	2m o.c.	Native
Oe	13	Oemleria cerasiformis	June Plum	#2	2m o.c.	Native
Rs	80	Ribes sanguineum	Red Flowering Currant	#1	1.2m o.c.	Native
Rg	64	Rosa gymnocarpa	Baldhip Rose	#1	1.2m o.c.	Native
Rp	29	Rubus spectabilis	Salmoneberry	#1	2m o.c.	Native
Sd	45	Spiraea douglasii ssp. douglasii	Hardhack	#2	2m o.c.	Native
Sy	166	Symphoricarpos albus	Snowberry	#1	1.2m o.c.	Native
Evergreen Shrubs						
Gs	740	Gaultheria shallon	Salal	#1	60cm o.c.	Native
Mn	740	Mahonia nervosa	Dual Oregon Grape	#1	60cm o.c.	Native
Vo	237	Vaccinium ovatum	Evergreen Huckleberry	#1	1m o.c.	Native
Ferns & Groundcovers						
Au	200	Arctostaphylos uva-ursi	Knoxikerick	10cm	45cm o.c.	Native
Fc	200	Fragaria chiloensis	Coastal Strawberry	10cm	45cm o.c.	Native
Fv	200	Fragaria vesca	Woodland Strawberry	10cm	45cm o.c.	Native
Pm	1110	Polystichum mutatum	Sword Fern	#1	60cm o.c.	Native
Pa	185	Pteridium aquilinum	Bracken Fern	#1	60cm o.c.	Native
Grasses & Sedges						
Ci	350	Carex inops ssp. inops	Long-stoloned Sedge	10cm	60cm o.c.	Native
Co	350	Carex obovata	Slough Sedge	10cm	60cm o.c.	Native
Sm	350	Scirpus microcarpus	Small-flowered Bulrush	10cm	60cm o.c.	Native
Perennials						
At	111	Achlys triphylla	Vanilla Leaf	10cm	45cm o.c.	Native
Im	350	Iris missouriensis	Western Blue Flag Iris	10cm	60cm o.c.	Native
Ph	100	Primula hendersonii	Broad-leaved Shootingstar	10cm	45cm o.c.	Native
Tl	185	Trientalis latifolia	Broad-leaved Starflower	10cm	45cm o.c.	Native
Bulbs						
Aa	100	Allium acuminatum	Hookers Onion	10cm	45cm o.c.	Native
Ac	100	Allium cernuum	Nodding Onion	10cm	45cm o.c.	Native
Ci	100	Camassia leichlinii	Great Camas	#1	45cm o.c.	Native
Cq	100	Camassia quamash	Common Camas	#1	45cm o.c.	Native
Ec	74	Erythronium oregonum	White Fawn Lily	#1	45cm o.c.	Native

Please contact the Landscape Architect for approval of any plant substitutions:
KINSHIP DESIGN ART ECOLOGY
 Kate Stefuk BCSLA
 T: 250-753-8050 E: kate.stefuk@kinshipdesign.ca
 No substitutions will be accepted without prior written approval of the Landscape Architect.

- ### PLANTING NOTES
- All landscape construction to be in accordance with the City of Nanaimo Engineering Standards and Specifications.
 - All landscape installation and maintenance to meet or exceed the current edition of the Canadian Landscape Standards as a minimal acceptable standard.
 - Growing medium to meet or exceed the properties outlined in the Canadian Landscape Standard per Section 6 Growing Medium, Table T-6.3.5.3. Properties of Growing Media Level 2 'Groomed' - 2P.
 - Growing Medium Depths (unless otherwise specified):
Tree Planting Area: 1 cu. m. per tree
Shrub & Ground Cover Area: 450mm (18") depth
Seedbed Area: 150mm (6") depth
 - Mulch to be Compost per Section 10 Mulching of the Canadian Landscape Standard. Mulch depth to be 50mm minimum depth over all tree, shrub, and groundcover planted areas.
 - Plant material quality, transport and handling shall comply with the CNLA standards for Nursery Stock.
 - All plant material shall match type and species as indicated on the planting plan. Contact the Landscape Architect for approval of substitutions. No substitutions will be accepted without prior written approval of the Landscape Architect.
 - Check for locations of water lines and other underground services prior to digging tree pits. Excavated plant pits shall have positive drainage. Plant pits when fully flooded with water shall drain within one hour after filling.
 - No plants requiring pruning or major branches due to disease, damage or poor form will be accepted.
 - All tree, shrub, groundcover and lawn areas shall be watered via an underground automatic irrigation system utilizing 'Smart' (ET/Weather-based) irrigation control. Irrigation emission devices to be high efficiency low volume rotary nozzles or drip irrigation equipment.
- Refer to Sheet L2.01 for Planting Plan South
 Refer to Sheet L2.02 for Planting Plan Centre
 Refer to Sheet L2.03 for Planting Plan Northwest
 Refer to Sheet L2.04 for Planting Plan Northeast

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NO.	DATE	REVISION
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PROJECT 23007
EAST WELLINGTON ROAD DATA CENTRE
 2086 & 2090 EAST WELLINGTON ROAD
 NANAIMO, BC

PLANT LEGEND, PLANT LIST & PLANTING NOTES

CITY FILE NO. DP001376
SCALE NTS
START DATE 2023-05-12
DB CM **CB** KS



L2.05

Memorandum

To:	Alan Lam, 2779022 Ontario Inc.	August 21, 2025
From:	Brigette Martin	Page 1 of 3
cc:	Scott Mack, Town Site Planning	File: 4355-23A-R0
Re:	2086 & 2090 East Wellington Road, Nanaimo – Data Centre	

The Project is a data centre proposed to be located at 2086 & 2090 East Welling Road in Nanaimo and comprises ten modules with fluid coolers, emergency generators and other mechanical equipment. As part of the application for a Development Permit submitted to the City of Nanaimo (the City), a Comprehensive Review was conducted by the City. Relating to noise, the City has requested a Noise Abatement Plan document that included the predicted noise levels as well as the noise abatement plan for the Project. This document aims to meet this requirement.

Noise Sources

A summary of the anticipated Project noise sources and available information for each noise source at this stage of the project is provided in Table 1 below.

Table 1: Summary of Anticipated Project Noise Sources

Item #	Source	Location	Noise data available?	Number of Units	Discussion
1	Fluid Coolers	Roof	Yes, broadband sound power level provided for one unit of 98.5 dBA Lw (sound power level)	Two per module, but only one unit operating at anytime.	It is expected that the worst case scenario would be for one fluid cooler unit operating at 100% capacity for each module at any time. Therefore, a total of 10 coolers could be operating at any time.
2	Exhaust vents	Roof	No	Two exhaust vent shafts per module.	The exhaust vents are expected to be connected to the interior of the data centre rather than directly to any specific item of equipment.
3	Emergency generators	Roof	No	Two roof top genset rooms per module	While we assume that noise from emergency generators does not need to be reviewed given they will only operate during an emergency, we note that the generators will be located within an enclosure on the roof-top with the openings facing towards the north away from receptors.

The locations of the identified noise sources for an example module (Module 1) are provided in Figure 3 and 4.

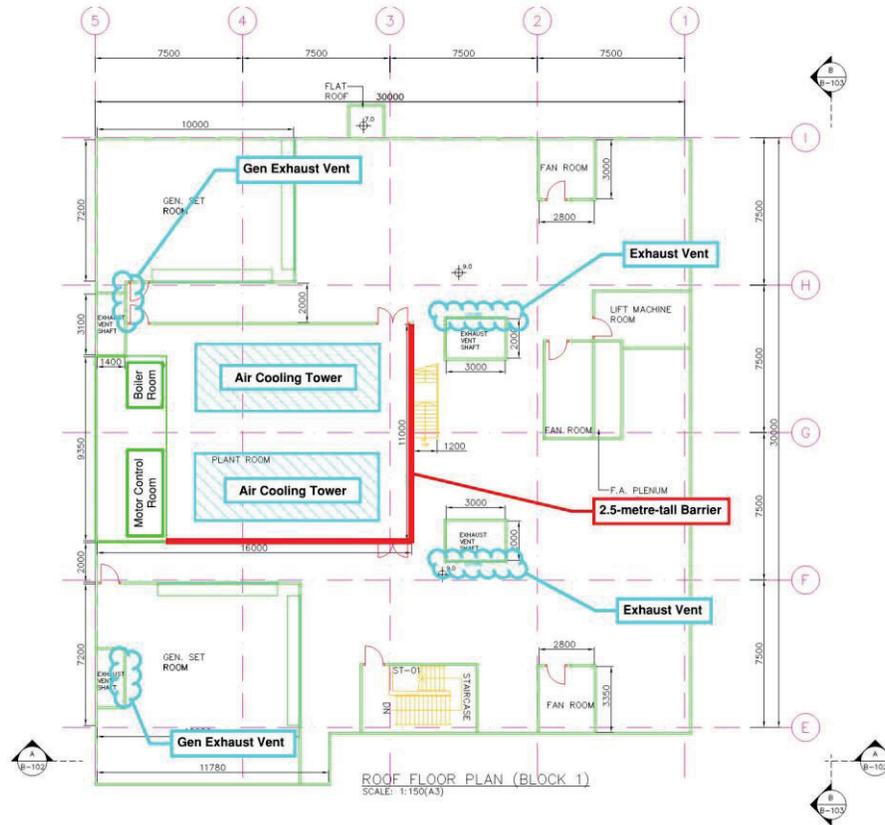


Figure 1: Marked-Up Noise Source Locations for Example Module (Module 1)

As there is only noise information available for the fluid coolers, the predicted noise levels for the fluid coolers only are summarized in Table 2 below. The noise levels presented are either at the receiving property boundary 4 metres above ground or the facade of the sensitive residential receptors.

Table 2: Preliminary Predicted Noise Levels for Fluid Coolers

Units	Scenario	Predicted Noise Level for Receptors (Leq) at Nearest Receiving Property (Direction Relative to the Site)			
		South	East	North	West
Module 1 only (one unit)	Unmitigated	46 to 54 dBA	52 dBA	47 dBA	52 dBA
	With mitigation	42 to 49 dBA	50 dBA	44 dBA	48 dBA
	<i>Difference</i>	<i>3 to 5 dB</i>	<i>2 dB</i>	<i>3 dB</i>	<i>4 dB</i>
Module 1 to 10 cumulative (ten units)	Unmitigated	54 to 59 dBA	58 dBA	60 dBA	61 dBA
	With mitigation	52 to 55 dBA	55 dBA	60 dBA	57 dBA
	<i>Difference</i>	<i>3 to 5 dB</i>	<i>3 dB</i>	<i>0 dB</i>	<i>4 dB</i>

Noise Abatement Plan

The noise abatement measures proposed for the site includes currently proposed mitigation measures as well as a plan on how to address noise from the Project as the design progresses.

Current mitigation design includes:

- Screening of the roof-top chiller units to the east, south and west; and
- Emergency generator mitigation such as enclosures and exhaust muffler.

The developer proposes that the future steps that will be taken include:

- After Module One is constructed, noise measurements will be conducted at the site to confirm noise emissions to the sensitive receptors. The actual noise emissions from Module One will be used as a benchmark to calibrate the noise model predictions;
- The noise model will then be updated for the full ten module development; and
- If predicted noise levels for the full ten module development are elevated, the proposed noise mitigation measures will be revisited. Additional noise mitigation measures could include increasing the barrier height for the barriers on the fronting modules (Module 1 to 3 to the south and Module 9 and 10 to the north), adding rooftop barriers, and additional mitigation for the other identified noise sources.

ATTACHMENT H
MECHANICAL ENGINEER TECHNICAL MEMO



December 8, 2025
Project: 240793

TOWNSITE PLANNING
PO Box 160
Lantzville, BC V0R 2H0

Reference: Wellington Road Data Centre
2090 East Wellington Road, Nanaimo, BC
Water Usage

This letter is to confirm the proposed water usage as part of the operations at 2090 East Wellington Road.

The full buildout is to contain ten building modules, to be built in phases. Each module is to contain a data centre which generates a significant amount of waste heat which is required to be dissipated through a mechanical cooling system. As currently proposed, we are utilizing an air to water chiller system which passes warm process water through cooling coils on the roof. During the cooler months, this process is entirely adiabatic and utilizes no water to facilitate the cooling function. When the ambient wet and dry-bulb temperatures rise and capacity of heat transfer is exceeded, a water spray is used to speed the transfer of heat across the coils. The system modulates this water usage to limit consumption with the goal of complete evaporation of the water used, ensuring a limited amount is discharged.

At design conditions for each module, the mechanical cooling systems will require a peak flow of 0.55 L/sec. The majority, 0.41 L/sec, will evaporate as part of the cooling process. The remaining 0.14 L/sec will be discharged into the City's sanitary sewer system, at a maximum temperature of 35C. The water is expected to be clean and clear, with no significant sources of contamination. No substances are added to the water as part of the process.

In addition to process cooling water, domestic water usage is expected to require a peak flow of 0.1 L/sec per module.

Combining the above flow values at full buildout results in a peak flow of 6.5 L/sec.

Taking into account periods of time where no water is required for the cooling process, as well as times where no staff are present, the water use over the course of a full year is expected to be an average flow of 0.80 L/sec.

If there are any questions or concerns with the values presented above, please feel free to contact the undersigned.

Sincerely,

AVALON MECHANICAL

A handwritten signature in blue ink, appearing to read 'Tim Robertson', written over a white background.

Tim Robertson, P.Eng.
Associate Managing Principal



File: 240793 2090 East Wellington Road - Water Usage

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2025-DEC-08
Current Planning

ATTACHMENT I WATER USAGE COVENANT TERMS

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT, dated for reference the ____ day of _____, 2026, is

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, BC V9R 5J6

(the “**City**”)

AND:

2779022 ONTARIO INC. (Inc. No. A0117867)
122 Betty Ann Drive
Toronto, ON M2N 1X4

(the “**Owner**”)

GIVEN THAT:

- A. The Owner is the registered owner of the parcel or parcels of land legally described in the General Instrument – Part 1 (*Land Title Act* Form C) attached to and forming part of this Agreement (the “**Lands**”);
- B. The Owner has submitted a Development Permit application (DP001376) for a data centre on the Lands consisting of computer, telecommunications and storage systems, the cooling of which will consume a significant quantity of water;
- C. The City has committed to water conservation as an objective in its Official Community Plan (*City Plan*) and is concerned about the quantity of water the data centre may consume;
- D. Section 219 of the *Land Title Act* of British Columbia permits the registration of a covenant of a negative or positive nature in favour of a municipality in respect of the use of land, the building on land, the subdivision of land, and the preservation of land or a specific amenity on land; and
- E. The Owner wishes to grant and the City wishes to accept these covenants over the Lands restricting the use of the Lands in the manner herein provided.

THIS AGREEMENT is evidence that in consideration of the payment of one (\$1.00) dollar from the City to the Owner and other good and valuable consideration (the receipt and sufficiency of which

where "CPI Index" means the All-items Consumer Price Index published by Statistics Canada, or its successor in function, for Vancouver, British Columbia.

- (c) The obligations of the Owner to pay the Rent Charge shall be suspended and deferred in each year and shall not accrue in that year or from year to year so long as the Owner is not in breach of any of its obligations in section 3 of this Agreement. However, in any year in which the City gives written notice to the Owner that the Owner is in default of one or more obligation(s) under section 3 and the City elects to initiate the Rent Charge, the Rent Charge shall cease to be suspended and deferred, and shall operate and shall be payable on the date that is 14 days from the date of the said notice, and every anniversary of that date, subject only to subsection (c), below.
 - (d) Following payment of a Rent Charge under subsection (b), the City may reinstate a suspension and deferral of the Rent Charge and may do so on any conditions or terms (including the taking of security) imposed by it, acting reasonably, but such reinstatement of the suspension and deferral of the Rent Charge shall not be a bar or impediment to its future operation, and shall not create any estoppel in respect to the continued operation and effect of this section or any other section of this Agreement.
 - (e) The City covenants and agrees that if any mortgagee commences foreclosure proceedings against the Lands or any lot into which the Lands have been subdivided or otherwise realizes on its security against the Lands or any such lot, the mortgagee shall not be bound to pay any portion of the Rent Charge payable with respect to the Lands or any such lot that accrued prior to the date of the mortgagee taking possession of the Lands or the lot, and the City waives its entitlement to the Rent Charge for such period against the mortgagee.
6. **City Permits** – The Owner agrees that the City may withhold building permits or occupancy permits with respect to any building or other structure from time to time constructed or proposed to be constructed on the Lands, as the City may, in its sole discretion, consider necessary to ensure compliance with this Agreement.
7. **Release and Indemnity** – As an integral part of this Agreement, the Owner hereby releases, indemnifies and saves harmless the City, its elected or appointed officials, officers, employees or agents:
- (a) from and against any and all liability, actions, causes of action, claims, suits, proceedings, judgements, damages, expenses, legal fees, demands and losses at any time suffered or incurred by, or brought against, the City, or any of its elected or appointed officials, officers, employees or agents, arising from or in connection with the granting or existence of this Agreement, the performance of any of the Owner's obligations under this Agreement, the issuance of any permit or approval

by the City or any officers or employee of the City, and any breach of any provision under this Agreement; and

- (b) for all costs, fees and expenses, including legal fees, incurred by the City in the enforcement of this Agreement as a result of any breach of any provision of this Agreement by the covenantor.

8. **Specific Relief** – The Owner agrees that the public interest in ensuring that all of the provisions of this Agreement are complied with strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the City, in the event of an actual or threatened breach of this Agreement.

9. **No Effect on Powers** – Nothing in this Agreement shall:

- (a) affect or limit the discretion, rights or powers of the City or the City's Approving Officer under any enactment or at common law, including in relation to the use, development or subdivision of the Lands;
- (b) affect or limit any enactment relating to the use, development or subdivision of the Lands; or
- (c) relieve the Owner from complying with any enactment, including in relation to the use, development or subdivision of the Lands.

And the Owner covenants and agrees to comply with all such enactments with respect to the Lands.

10. **City Discretion** – Where the City or a representative of the City is required or permitted under this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent:

- (a) the relevant provision shall not be considered fulfilled unless the approval, opinion, determination, consent or expression of satisfaction is in writing signed by the City or the representative, as the case may be;
- (b) the approval, opinion, determination, consent or satisfaction is in the sole discretion of the City or the representative, as the case may be; and
- (c) the City or the representative, as the case may be, is under no public law duty of fairness or natural justice in that regard and the City or the representative may do any of those things in the same manner as if it were a private person and not a public body or employee or officer thereof.

11. **No Obligation to Enforce** – The rights given to the City under this Agreement are permissive only and nothing in this Agreement shall give rise to any legal duty of any kind on the City to anyone or obligate the City to enforce this Agreement or to perform any act or incur any expense.
12. **Agreement Runs with Land** – This Agreement shall burden and run with, and bind the successors in title to, the Lands and each and every part into which the Lands may be subdivided by any means (including by deposit of a strata plan of any kind under the *Strata Property Act* (British Columbia)).
13. **Waiver** – No waiver by the City of any requirement or breach of this Agreement shall be effective unless it is an express waiver in writing that specifically references the requirement or breach and no such waiver shall operate as a waiver of any other requirement or breach or any continuing breach of this Agreement.
14. **Remedies** - 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.
15. **Priority** – The Owner shall cause this Agreement to be registered in the applicable land title office against title to the Lands with priority over all financial liens, charges and encumbrances, and any leases and options to purchase, registered or pending registration at the time of application for registration of this Agreement, including by causing the holder of each such lien, charge, encumbrance, lease or option to purchase to execute an instrument in a form required by the City under which such holder postpones all of the holder's rights to those of the City under this Agreement in the same manner and to the same extent as if such lien, charge, encumbrance, lease or option to purchase had been registered immediately after the registration of this Agreement.
16. **Further Assurances** – The Owner shall do and cause to be done all things, including by executing further documents, as may be necessary to give effect to the intent of this Agreement.
17. **Owner's Expense** – The Owner shall perform its obligations under this Agreement at its own expense and without compensation from the City.
18. **Severance** – If any part of this Agreement is for any reason held to be invalid by a decision of a court with the jurisdiction to do so, the invalid portion shall be considered severed from the rest of this Agreement and the decision that it is invalid shall not affect the validity or enforceability of the remainder of this Agreement.
19. **Interpretation** - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement;
- (c) the term “enactment” has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
- (f) reference to a particular numbered section, or to a particular lettered schedule, is, unless otherwise expressly provided, a reference to the correspondingly numbered section or lettered schedule of this Agreement;
- (g) all Schedules to this Agreement form an integral part of this Agreement;
- (h) time is of the essence; and
- (i) where the word "including" is followed by a list, the contents of the list are not intended to limit or otherwise affect the generality of the expression preceding the word "including".

20. **Governing Law** – This Agreement shall be governed by and constructed in accordance with the law of the Province of British Columbia, which shall be deemed to be the proper law hereof.

21. **Enurement** – This Agreement hereof shall enure to the benefit of the parties and their respective successors and assigns, as the case may be.

22. **Modification** – This Agreement may not be modified except by an agreement or instrument in writing signed by the Owner or its successors in title and the City or a successor or assignee.

23. **Entire Agreement** – This Agreement is the entire agreement between the parties regarding its subject.

24. Execution in Counterparts & Electronic Delivery - This Agreement may be executed in any number of counterparts and delivered by e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by e-mail shall also deliver to the other party an originally executed copy of this Agreement.

As evidence of their agreement to be bound by this Agreement, the parties have executed the General Instrument – Part 1 (*Land Title Act* Form C) attached to and forming part of this Agreement.