

**REGIONAL DISTRICT OF NANAIMO**

**ELECTORAL AREA 'A' PARKS, RECREATION AND CULTURE COMMISSION  
REGULAR MEETING  
WEDNESDAY, June 17, 2015  
7:00 PM**

*(Cedar Heritage Centre)*

**A G E N D A**

**PAGES**

**CALL TO ORDER**

**DELEGATIONS**

*Motion to receive late delegation.*

**MINUTES**

3-7 Minutes of the Regular Electoral Area 'A' Parks, Recreation and Culture Commission meeting held April, 2015.

*Motion to approve Minutes.*

**BUSINESS ARISING FROM THE MINUTES**

**COMMUNICATIONS/CORRESPONDENCE**

**REPORTS**

***PARKS***

8-15 Monthly Update of Regional and Community Parks and Trail Projects – April 2015

16-23 Monthly Update of Regional and Community Parks and Trail Projects – May 2015

Cedar Plaza Kiosk Update (*Verbal*)

Water Access Priority Development Sites Update (*Verbal – Commission*)

**RECREATION**

Cedar Heritage Building Work Update (*verbal*)

24-38 Lease and Site Licence Agreement with Cedar School & Community Enhancement Society

Cedar Sport Court Update (*verbal*)

**BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS**

**NEW BUSINESS**

Sesquicentennial Information Handbook

**COMMISSIONER ROUND TABLE**

**ADJOURNMENT**

*Motion to adjourn.*

**NEXT MEETING**

September 16, 2015

**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE ELECTORAL AREA 'A' PARKS, RECREATION AND  
CULTURE COMMISSION REGULAR MEETING  
HELD WEDNESDAY, APRIL 15, 2015  
7:00PM  
(CEDAR HERITAGE CENTRE)**

**Attendance:** Alec McPherson, RDN Director, Chair  
Jim Fiddick  
Bernard White  
Patti Grand  
Andrew Thornton  
Graham Gidden  
John O'Connor  
Kerri-Lynne Wilson

**Staff:** Hannah King, Superintendent of Recreation Program Services  
Elaine McCulloch, Parks Planner  
Ann-Marie Harvey, Recording Secretary

**Regrets:** Angela Vincent

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**CALL TO ORDER**

Chair McPherson called the meeting to order at 7:04 PM.

**DELEGATIONS/PRESENTATION**

Chair McPherson noted the move of the presentation of the Arrowsmith Community Recreation Association Representative from New Business to a Delegation/Presentation so that Mr. Nosworthy could leave after his presentation.

**Reg Nosworthy - Arrowsmith Community Recreation Association (ACRA) Representative**

Mr. Nosworthy gave a history of ACRA and the organization's structure. He explained to the Commission members about how they assist the non-profit organizations that run a lot of their programs with grant writing. He showed the commission some examples of the publications and advertising that the ACRA organization provides to the community.

**MINUTES**

MOVED Commissioner Grand, SECONDED Commissioner Gidden that the Minutes of the Regular Electoral Area 'A' Parks, Recreation and Culture Commission meeting held February 18, 2015 be received.

CARRIED

MOVED Commissioner Wilson, SECONDED Commissioner Gidden that the Minutes of the Grant in Aid Sub-Committee Meeting held March 5th, 2015 via email.

CARRIED

**BUSINESS ARISING FROM THE MINUTES**

**Grant Approvals**

MOVED Commissioner White, SECONDED Commissioner Gidden that the following Electoral Area 'A' Recreation Grant in Aid applications be approved:

<b>Organization</b>	<b>Description</b>	
CEDAR FAMILY OF COMMUNITY SCHOOLS	To purchase preschool equipment for a 5 week summer preschool camp at the Cedar Heritage Centre and for the preschool gymnastics program at Woodbank School. Items include 3 bikes and helmets and an Obstacle Course Kit.	\$678.00
1 <sup>st</sup> CEDAR SCOUTS	To purchase 15 pairs of snowshoes and 4 GPS equipment.	\$1,500.00
CEDAR 4-H CLUB	To purchase signage, copy paper, shavings (animal bedding), animal lease or purchase, animal feed, portable toilet, cell phone rental, rakes, forks, shovels, nails, paint, crayons, cleaners, hand washing supplies, buckets, and brooms.	\$1,500.00

**Carried**

The Commission discussed mentioning perpetual funding in the letter of notification so that applicants know that funding is not always guaranteed and that reliance on the funding for operating should not be assumed. No motion was made.

**COMMUNICATIONS/CORRESPONDENCE**

There was no Communications/ Correspondence.

**REPORTS**

**PARKS**

**Monthly Update of Regional and Community Parks and Trail Projects – Jan-Feb 2015**

**Monthly Update of Regional and Community Parks and Trail Projects – March 2015 (handout)**

Ms. McCulloch took any questions from the Commission regarding the monthly reports.

Commissioner White asked about the flooding of the Skate Park porta potty surround and what it entailed. Ms. McCulloch clarified that the porta potty tanks are being monitored as they have been filling up and requiring frequent pumping. Staff are reviewing if ground water is seeping in due to a leak or if it may be being used as a sani dump.

She noted that the picnic table is ready to be installed at the Skate Park but the concrete accessible pad that originally was to be installed will cost upwards of \$3,000 vs gravel that would be more cost efficient but also has maintenance issues. Commissioner Gidden said that in his experience, using galvanized steel at the bottom of the picnic table would eliminate the problem of scratching the bottom of the table. The commissioners agreed that if gravel is still accessible it would be a better option for continuity and budget.

### **5 Year Planning Worksheet - April 2015**

Ms. McCulloch reviewed the 5 year planning worksheet. Commissioner Gidden asked how the document was developed. Ms. McCulloch explained this was a working document that is reviewed each year and adjustable to realignment with commission priorities.

Chair McPherson noted that the maintenance costs had not been itemized on this worksheet before. The \$8,500 that appears on the worksheet is a budgeted amount not the actual cost, any unspent money is put into roll over to the next year as surplus.

Commissioner O'Connor asked if the \$8,500 for maintenance was per year or over the 5 years. Ms. McCulloch confirmed it was for each year. Commissioner O'Connor noted that if we take on a park, then it's automatic that we take on the continued costs of maintenance. Ms. McCulloch said that up until now the cost of mowing maintenance has been contracted out. No maintenance contract has included the required weeding, pruning etc. which is really what is needed to maintain a park to a reasonable standard. The maintenance costs were highlighted on this report for the very reason Commissioner O'Connor spoke of - when a park is acquired and/or developed there are costs associated.

### **Beach Access Report Commission Update (verbal)**

Chair McPherson and Commissioner Fiddick acknowledged that they had not arranged a time to meet at the priority beach access. Chair McPherson said he would email the Committee with his availability and they can arrange a day that works for most to visit the four priority sites and then arrange to meet with Ms. McCulloch to discuss their preferences.

## **RECREATION**

### **Recreation Services Report**

Ms. King gave a summary of the Recreation Services Report in the agenda.

Chair McPherson noted that School District 68 did make an announcement about their Community School Coordinators that would go from 3-2 positions but he thinks given last Thursdays meeting of the School Board, that may change so advised the Commission to monitor for time being.

Ms. King noted that the Cedar Community Enhancement Society's agreement for the management of the Cedar Heritage Centre is expiring at the end of the year and in New Business of the agenda she will be looking for the Commission's direction whether to extend their agreement.

### **Cedar Sport Court Update**

Chair McPherson updated that they have met a couple of times with Herold Engineering and Snuneymuxw First Nations. The project group is gathering a list of volunteers and their skills and equipment and their availability to coordinate the activities so that when Snuneymuxw First Nations sign the agreement with the RDN for Community Works Funding including an agreement for community use they intend to move quite quickly and completing it in a 2-3 week period so that it may be done for the end of June, ready for the July 10-12 Cedar Ball Hockey Tournament. He says having this ready will get more teams to enter knowing it is at this facility. He believes this is a great integration of the two communities and working together allows for community recreation services not to be duplicated and under used.

MOVED Commissioner O'Connor, SECONDED Commissioner Grand that the reports be received for information.

CARRIED

## **NEW BUSINESS**

### **Gabriola Recreation Society Representatives**

Chair McPherson noted that the Gabriola Representatives could not attend due to the dangerous load sailings on Wednesday's and offered to come over any other day. Ms. King suggested maybe GRS could attend and present on a planning day in the future.

### **Cedar School and Community Enhancement Society Agreement**

Chair McPherson said that he has not come to a decision as what we might do in regard to the agreement with the Society to manage the Cedar Heritage Centre. Having ACRA here to talk about their structure was a start and the Commission will have to make a decision sometime this year where we decide how we will provide those services, whether an RFP or other things. He knows people in the community who have expressed an interest in providing the service and they have spoken to the First Nations about doing their recreation coordinating as well. He noted Snuneymuxw First Nations have a gymnasium on Reserve 1 and they are talking about putting another one out here on Reserve 2, so if you have a single coordinator, whether it is a society or a single person working on both and can access grants etc., it makes a lot of sense.

Ms. King asked about possible direction on the Cedar Heritage Society Agreement and whether a motion to extend it is necessary to move forward as next meeting is June. Chair McPherson questioned if we need to do it now? The Chair preferred staff wait to see what happens in the next couple of months to know if that is something we will need to do or if we will have an alternate way to address the matter. The concern of the Chair was he wouldn't want to extend the agreement and then go for an RFP and they not be the group who gets it. Ms. King stated that the comfort time for contact negotiations would be September. Chair McPherson said that because of the change last time from a Licence of Use to a Lease Agreement that many of the issues were covered so and extension would just be a discussion with the Society.

### **EA 'A' Budget Detail – Recreation & Parks**

There was no discussion

### **Heritage and Beautification Project**

Commissioner Grand asked what are we doing for the Sesquicentennial Celebration and enhancing the natural beauty of Cedar seemed like a good way to go. She is going to attend the Vancouver Island and Coast Conservation Society for info and would like to talk about what we can do and what we are doing for Heritage. Chair McPherson noted the RDN has supported the Gary Oakes in other ways. She will attend the VICCS meeting and report any applicable information.

### **Cedar Sport Court (revisited)**

Commissioner Gidden asked Chair McPherson if he meant the completion of the sport court was June of this year? Chair McPherson said Herold Engineering seems to think it could be accomplished by the end of June. Commissioner Gidden said it is a great idea and something that worked for the Cowichan area was to ask the First Nation group for an Open House – Big House experience for people in our community and lets the community come and understand and breaks down barriers. He feels it's vital for the community as a whole to be invited to an open house because if not, the sport court may not be used due to a lack of comfort.

Chair McPherson said things have been done to possibly incorporate cultural activities to the Ball Hockey tournament but that will develop. He expects an open house type activity will happen later on.

### **Discussion of Commission Priorities**

Chair McPherson said this was added to the agenda so that Commission members could think about items they'd like to see on the agenda could be discussed.

Ms. McCulloch noted that there's no problem in calling staff to discuss a topic, but typically in other Parks Committees the agenda items come through the Director/Chair. It was requested that the Commission contact Director McPherson and he will inform staff to put it on the agenda.

### **COMMISSIONER ROUND TABLE**

**Commissioner Grand** requested an update regarding the effect of school closures and the availability of recreation services to the local community.

**Commissioner Thornton** is looking forward to the BCRPA Symposium.

**Commissioner Gidden** said he pulled more Daphne at Thelma Griffith Park. He told Ms. McCulloch that the motorbike spring is loose on the playground and its clunking when moved.

**Commissioner Wilson** has cleared broom and blackberries on the trail at the back of her property that links Nairne Rd to the Mordon Colliery Trail.

**Commissioner White** expressed concerns over the loss of the recreation programmer and consideration being given to a not for profit service to provide the service in the future.

**Commissioner O'Connor** asked about the questionnaire in the BCRPA survey.

### **ADJOURNMENT**

MOVED Commissioner Grand that the meeting be adjourned at 9:37pm.

CARRIED

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*Chair*

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**TO:** Tom Osborne  
General Manager of Recreation & Parks

**DATE:** May 20, 2015

**FROM:** Wendy Marshall  
Manager of Park Services

**MEETING:** D69 Recreation Commission –May 21,2015  
All POSAC’s, RPTSC

**FILE:**

**SUBJECT: Monthly Update of Community Parks and Regional Parks and Trails Projects- April 2015**

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**RECOMMENDATION**

That the Parks Update Report for April 2015 be received as information.

**Regional and Community Parks**

During April staff have been involved with the following projects and issues.

**Electoral Area Community Parks**

**Area A**

At the Cedar Skate Park a large volume of graffiti was removed. The Parking lot was re-graded for the second month in a row following damage done by park visitors, and site clean-up work was carried out. A damaged bollard was also re-installed at the site. A vandalized sign was removed.

Park staff and GIS staff GPS’d Thelma Griffiths and the Cedar Skate Park for inventory and planning purposes.

Staff met with RDN planning staff and the Fire Chief regarding a potential dry hydrant installation at the Quenelle Lake Boat Launch.

A tree fort was removed at the Morden Colliery Community Trail. Garbage clean-up work was also carried out.

Staff provided planning information to the BBCTRA Nanaimo Trail Ride planned for June 20<sup>th</sup>.

Staff provided advice to a Whiting Way Community Park neighbour regarding his inquiry regarding the possibility of extending the existing dyke across the southern end of the wetland.

**Area B**

Received the Province’s offer to renew the licence of occupation over Joyce Lockwood Community Park and initiated processing of renewal.



Staff continued to work with and complete the outstanding items regarding the Huxley Community Park Master Plan. Staff collaborated with the Gabriola Island Lions Club to submit a grant application for the playground at Huxley Community Park. Park maintenance requests were received from user groups, and staff is working to schedule pressuring washing of the tennis and ball hockey courts at Huxley Community Park. Tennis court signage was ordered and received from the manufacturer, with installation expected for May/June.

Staff met with community members and a playground supply representative regarding the potential playground equipment installation possibilities at both Huxley Park and Rollo-McClay Park.

Water delivery/supply work was ongoing at Rollo McClay Community Park. The field mowing contract continued, and additional fertilizer was ordered.

A large, fallen hazard tree was removed from a neighbour's yard adjacent to Malaspina Galleries Community Park.

### ***Area C – Extension***

At Extension Miners Community Park staff added soil and seeded the area around the new picnic table.

### ***Area C - East Wellington/Pleasant Valley***

Park staff installed new signage at two locations on the Meadow Drive Trail cautioning people that there is a bend in the trail ahead. Staff also cleared brush, removed debris, and installed posts and signage.

At Creekside Community Park staff graded the parking lot and removed garbage.

At Anders and Dorrits Community Park staff contracted the decommissioning of the old septic tank for the residence (now demolished/removed). The security chain gate was repaired and stabilization of the existing grape trellis was also carried out.

### ***Area E***

Staff continued to develop and refine the Blueback Community Park Concept Plan. Staff also met with a vegetation management specialist regarding the recommended way to treat the invasive blackberry issue at the park.

Staff attended two site visits to the pending community park dedication on Oakleaf Drive; one with senior management and other with members of the Parks and Open Space Committee.

Park staff conducted a site visit with MOTI and submitted a Road Permit for Claudet CP development.

Jack Bagley-Staff removed garbage, painted over graffiti.

At Stonelake Community Park brushing work was completed.

Graffiti was removed from the parking area at Jack Bagley Community Park.

**Area F**

The Coastal Fire Centre initial attack crews and park staff installed signage and removed hazard trees in Malcom CP.

At Malcolm Community Park staff liaised with Ministry of Forests Coastal Fire Base and installed several new posts and signs.

Hydro seeding work was completed at Meadowood Community Park. Several incidents of vandalism to the security fence surrounding the project were dealt with. Weed reduction work was also carried out by the park development contractor. A picnic table was ordered for the site, to be installed in May or June.

Staff liaised with a community volunteer regarding upcoming tree removal, brushing and trail development work at Errington Community Park. Following the removal of numerous trees a group of volunteers assisted with removal of the downed timber and branches, which was chipped and hauled away by a contractor.

Mowing work continued at our newly-acquired community park at the French Creek Community School. Staff contacted park neighbours prior to the removal of several trees and brushing work along the fenced perimeter. This work was carried out by a contractor.

**Area G**

Playground equipment was pressure washed and invasive blackberry was removed at Boulton Community Park.

Other pressure washing work in Area G included tables and benches at Neden Community Park and a crash gate at Lee Road Community Park.

Staff provided continuing support to a Dashwood resident regarding the possibility of a community garden in Dashwood Park.

**Area H**

Staff continued to assist community trail volunteers with the production of local (non-RDN) trail maps.

Staff concluded work on the renewal of the RDN's ROW licence at the Sunny Beach water access, and renewal of the private land use agreement for the Thompson Clarke – Ocean Trail.

Staff contacted the Lions Society regarding updated insurance for use of Lions Community Park.

Building materials for the construction of two new pedestrian footbridges were ordered, for installation at Islewood Community Park.

Trail brushing work and vandalized sign replacements were completed at Oakdowne Community Park.

**Miscellaneous**

Staff continued work on clarifying park names and civic addresses for the RDN's approximately 200 community parks, trails and open spaces.

Numerous park inspection visits and maintenance projects were conducted throughout the district including garbage removal, brushing and trail maintenance, new sign layouts and installations, and sign maintenance, and several information requests were received from the public. All playground inspections were completed throughout the district. Parking curbs were ordered and installed at the Parks function's new office building at 1490 Springhill Road.

### **Community Works Projects**

#### ***Area B***

Design work for the Village Trail is on-going. A pre-construction cost estimate will shed light on whether the project will be phased or constructed at one time. The project's construction schedule will be determined following any phasing decisions and MOTI's approval.

#### ***Area E***

Park staff toured Claudet Road Community Park with the Area Director to review the potential trail layout. Park staff conducted a site visit with MOTI and submitted a Road Permit for trail development.

#### ***Area F***

Staff prepared and distributed a package on the Arrowsmith Community Trail Price Road Trail project (ACT 4) to approximately 20 neighbours in the trail vicinity. Staff liaised with one neighbour concerning falling and drainage issues. Hazard trees were removed.

#### ***Regional Significant Gas Tax Project***

Staff and consultants met to review the 75% design drawings and discuss next steps. Preliminary cost estimates are indicating that a phased construction process will be required and will be determined in May. Submissions to the Island Corridor Foundation (ICF) and Southern Rail (SVI) will occur in May. Additional submissions will occur following any input from the ICF and SVI.

### **Regional Parks**

#### ***Arboretum***

Park staff conducted park inspections and park maintenance. Volunteers built a picnic table for the park. Park Staff GPS'd the Arboretum to develop a kiosk map.

#### ***Arrowsmith CPR Regional Trail***

Work was completed on the two-year renewal of the RDN's licence from Island Timberlands over the upper section of the trail.

#### ***Beachcomber Regional Park***

Park staff conducted park inspections and trail maintenance.

#### ***Benson Creek Falls Regional Park***

Park staff conducted park inspections, maintained trails and removed garbage from the parking lot. Park staff graded the parking lot.

#### ***Big Qualicum Regional Trail***

Park staff conducted trail inspections.

***Coats Marsh Regional Park***

Park staff and a structural engineer conducted an annual inspection of the park residence. Park inspections were carried out.

***Descanso Bay Regional Park***

Park staff conducted park inspections. The park operator and park staff located a disturbed midden reported by an archaeologist. The midden was capped with soil and wood chips.

Staff prepared an eight-month extension of the existing Park Operator contract with a view to undertaking a formal request for park operations proposals in the fall of 2015.

Staff liaised with the Park Operator regarding 2014 year-end finances and statistics, and Oceans Day 2015.

***Englishman River Regional Park***

Park Staff carried out routine inspections of Englishman River Regional Park and Top Bridge Park. Staff responded to maintenance issues identified by the Volunteer Park Warden including; garbage issues, ATV trespass, vandalism, graffiti and suspect hazardous trees.

A retaining wall was built in the park along a trail. A final inspection was completed by an Engineer and Building Inspection department.

Park staff installed wildlife awareness decals on the kiosk.

Staff worked with the Park's longstanding volunteer park warden on resolving transfer of weekly report images. The warden was supplied with a new RDN digital camera.

***Horne Lake Regional Park***

Park staff conducted park inspections. RLC and RDN staff conducted an annual hazard tree assessment. Annual planning session was conducted on site to review operational tasks for this year.

The quarterly meeting with the Park Operator RLC was held.

***Lighthouse Country Regional Trail***

Park staff conducted trail inspections and trail maintenance. Park staff installed no horse signage at each end of the Nash and Ridgewil Bridge locations and on less used trail heads along the trail.

***Little Qualicum River Estuary Regional Conservation Area***

Staff worked with the BC Conservation Foundation on the addition of mulch to the 2014 plantings along the fish channel. Staff reviewed the Guardians of the Mid-Island Estuaries's final Canada Goose Project report and conferred with co-landowner Ducks Unlimited on acceptance and next steps. Release of final \$10,000 to the Guardians was recommended.

***Little Qualicum River Regional Park***

Staff removed an illegal campsite from the park. Staff got new pins and new locks for the gates (which had been previously cut to gain access) and installed signage stating the bridge is closed. A contractor installed concrete barriers at each end of the bridge to block vehicles from going onto the bridge which was deemed unsafe by an engineering firm.

**Moorecroft Regional Park**

Park staff conducted park inspections and trail maintenance.

**Morden Colliery Regional Trail**

Park staff conducted trail inspections and maintained trails. Park staff removed a fort from the trail. Staff met with Area A residents with regards to future expansion of the Morden Colliery Regional Trail.

**Mount Arrowsmith Massif Regional Park**

Staff liaised with the Alpine Club of Canada Vancouver Island Chapter on volunteer participation in trail maintenance at the Regional Park. A meeting was held to discuss a work project in May.

**Mount Benson Regional Park**

Park staff conducted park inspections and replaced a broken sign post with a new one at the te'tuxw'tun trailhead. Coastal Fire Centre Initial Attack Crews assessed the park for potential helipad locations. A meeting with NALT to review a draft park covenant is scheduled for May.

**Nanaimo River Regional Park**

Park staff conducted park inspections and trail maintenance.

**Top Bridge Regional Trail**

Park staff installed speed bumps on the road to the parking lot with associated signage on telespar. Park staff installed wildlife awareness decals on the kiosk by the suspension bridge.

**Trans Canada Trail**

Park staff conducted trail inspections. Staff loosened the cables on the trees at the Haslam Bridge and installed a new cable. Gravel was spread on the Haslam Trail trailhead.

**Witchcraft Lake Regional Trail**

Park staff conducted trail inspections.

**Fairwinds Lakes District - Regional Park Management Plan**

Park staff completed a second draft of the Management Plan which was reviewed by the Snaw-naw-as First Nation on April 14 and the project Advisory Committee on April 15. Preparations for the May Open House, including final plan revisions, web and newspaper notices, a public survey and presentation panels, were completed in late April.

**Miscellaneous**

Park staff attended a section 9 meeting held by Ministry of Forests, Lands and Natural Resource Operations.

Staff participated in UBCM's conference call on the Province's new Off-road Vehicle legislation.

**Operational and Efficiency Review**

Staff met to discuss departmental efficiencies and opportunities to improve on them. This information was provided for incorporation into the O&E report. Parks staff also held a planning day to review workflow and distribution to identify inefficiencies in the work processes. Recommendations were

created and incorporated into the O&E report. Parks staff incorporated additional information into the draft report.

### ***Website and Communications***

Staff provided input on parks for the spring issue of Regional Perspective. Staff reviewed the final product of Tourism Vancouver Island's inventory of Island and Sunshine Coast trails. Staff continued to supply various locations, e.g., Tourism Nanaimo, and RDN offices with copies of the Regional Parks and Trails Guide and individual park maps.

### ***Park Use Permits and Events***

Staff worked on internal procedures and tracking mechanisms for park use permits. Staff explored the new event insurance product being offered to local government by the Municipal Insurance Association. Staff continued to provide advice to the North Island Film Commission and various commercial outfits on potential locations and land ownership.

May park use permits completed and inquiries received including:

#### Area A

- Worked with the Nanaimo Skateboard Association on a park use permit for a September fundraiser at the Cedar Skate Park.
- Staff liaised with RDN WaterSmart regarding Grade 4/5 school field trips to Nanaimo River Regional Park during the spring and fall.
- Staff assisted the RCMP with park use permit for three dive training exercises at the Regional Park, with the first having passed very well.

#### Area B

- Staff concluded work on the Gabriola Land and Trails Trust's park use permit for guided walks through Cox, 707 and Petroglyph Trail community parks as well as Descanso Bay Regional Park.

#### Area C

- Staff worked with the BC Competitive Ride Association on routing for their 2015 mid-Island event using the Pipeline Trail section of the Trans Canada Trail.

#### Area E

- Staff clarified the park use permitting process for Jack Bagley Community Park with the Recreation side of the Department.
- Staff liaised with the National Conservancy of Canada regarding park use permit activities at Moorecroft Regional Park.

#### Area F

- Staff assisted the Arrowsmith Community Recreation Association with a park use permit for the June Coombs Family Picnic at the French Creek School Community Park.
- Staff liaised with the Unicorn Farm owners regarding a park use permit for outdoor summer music classes at the same park.

Area G

- Staff addressed park use applications for the Silver Spur's annual summer Ride for Hospice through the Rivers Edge community parks and at Englishman River Regional Park,
- Processed an application for the Mid-Vancouver Island Habitat Enhancement Society's June River Run in Englishman River Regional Park.
- Processed a permit for the RDN WaterSmart's Grade 4/5 school tours to be held at Englishman River Regional Park during the spring and fall.

Area H

- Staff began work with the Mid-Island Bluegrass Society on a park use permit for the late June 2015 Bluegrass Festival at Lions Community Park.



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Manager of Parks Services



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General Manager Concurrence

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**TO:** Tom Osborne  
General Manager of Recreation & Parks

**DATE:** June 10, 2015

**FROM:** Wendy Marshall  
Manager of Park Services

**MEETING:** D69 Recreation Commission –May 21,2015  
All POSAC's, RPTSC

**FILE:**

**SUBJECT: Monthly Update of Community Parks and Regional Parks and Trails Projects- May 2015**

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## RECOMMENDATION

That the Parks Update Report for May 2014 be received as information.

### Regional and Community Parks and Trails

During May staff have been involved with the following projects and issues.

#### Electoral Area Community Parks

##### **Area A**

Park staff reviewed design work for a possible information and seating kiosk at Cedar Plaza in collaboration with a community designer and builder.

Due to another incident at the Cedar Skate Park a large volume of graffiti was removed. This is two months in a row the department has dealt with similar vandalism at the site. Staff provided a summary of expenses for the construction of the Cedar Skate Park to the Province, a reporting requirement of the Community Recreation Grant.

Site brushing, garbage collection and maintenance work was carried out at three beach access sites (Nelson Road, Ritten Road, and Pylades Road).

A new Community Park located on Mac Millan Rd in Cedar was officially transferred to the RDN on April 16<sup>th</sup>.

##### **Area B**

Staff prepared a board report and associated documents supporting a 30-year renewal of the licence of occupation from the Province for Joyce Lockwood Community Park. The renewal was supported by the Board.

Staff completed a review of community park names, and prepared a report for the POSAC on naming protocols and some suggested name revisions for Area B.



Water delivery/supply and chlorine monitoring work was ongoing at Rollo McClay Community Park. The field mowing contract continued, and summer fertilization of the field took place. Park and field user data was collected to better determine/schedule water delivery requirements for the park.

Staff liaised with community members regarding a proposed playground development for Rollo McClay Community Park and worked with a playground distributor to develop playground design options and cost estimates.

Staff worked with the Gabriola Island Lion's Club to prepare and submit a Coop Community Spaces grant application for the proposed playground at Huxley Park. A damaged fence was repaired at the Park.

### ***Area C – Extension***

Park staff conducted a park inspection at Nanaimo River Canyon Community Park. Access (key) was granted by TimberWest's Couverdon Real Estate department for RDN staff to access the site on the existing road which travels through Timberwest property. RDN staff and Couverdon met to discuss a joint venture for management of their property and the park.

### ***Area E***

At Nanoose Road Community Park staff brushed all walking trails and the playground area.

At Collins Crescent Community park staff removed garbage from the park and responded to a call from a neighbour about motorcycle and bicycle jump construction. This site will be monitored for additional development in the coming months.

Staff continued to work with the Landscape Architecture consultant to refine the concept plan for Blueback CP.

Staff prepared and distributed the May 27<sup>th</sup> Electoral Area E POSAC meeting agenda package, attended the meeting and reviewed the meeting minutes.

### ***Area F***

At Meadowood Community Park staff completed playground, parking lot, and park development work, and installed several signs. Tree watering was also conducted throughout the month on new plantings. The park was opened for public use on May 29<sup>th</sup>. Recreation and Parks staff started planning the Meadowood CP Grand Opening event scheduled for June 22<sup>nd</sup>.

At Errington Community Park a large volume of trail surfacing and development work was completed, and the former tennis court area was cleared. Parking lot grading and improvements were also completed.

Contracted tree falling and brushing work was completed at French Creek Community School. The playground equipment was inspected and pressure washed.

### ***Area G***

Parks staff attended a meeting with the RDN Planning Department, the Ministry of Transportation and Infrastructure and the French Creek Residents Association to hear from the Association on some of the concerns they have with the form and character of subdivision and transportation planning in their

community. The meeting clarified some of the constraints and parameters within which subdivisions, roads and greenspaces are planned in the Regional District context and that it is quite different than in a municipal setting. There was a strong desire for greater community input to these processes. Intent to hold bi-annual meetings was discussed and may be a first step in continuing open dialogue between the Association, MOTI and the RDN.

Trail and park brushing work was carried out at Barclay Crescent Bridge, Miller Road Community Park, Lee Road Community Park, Hawthorne Rise Community Park and Boulton Community Park.

Staff liaised with RDN Utilities regarding upcoming broom removal work at River's Edge Community Park.

### ***Area H***

Staff continued to work with the Director and area volunteers on the mapping of non-RDN trails in Qualicum Bay – Bowser.

Staff worked with MoTI staff to confirm that their records of old RDN water access permits are complete.

Two pedestrian footbridges were constructed at Islewood Community Park.

Park maintenance including garbage removal, pressure washing, and trail brushing was conducted at Deep Bay Community Park, Henry Morgan Community Park, McColl Road Community Park, Rose Park, and several MOTI beach access sites.

Two hazard trees were removed at the Ocean Trail/Thompson Clarke Trail.

Staff provided display material for the H Parks Open House held on May 10<sup>th</sup>.

Staff prepared and distributed the May 20<sup>th</sup> Electoral Area H POSAC meeting agenda package, attended the meeting and provided the meeting minutes.

## **Community Works Projects**

### ***Area B***

Design work is nearing completion for the Village Trail project. Following design completion, a pre-construction cost estimate will be prepared and will provide an indication of whether construction phasing over time is required. The project's construction schedule will be determined following any phasing decisions and MOTI's approval.

### ***Area C – East Wellington***

Since the improvements to the Benson Meadows Path were completed in February, the Parks Department has received a number of complaints from residents that motorized vehicles (ATVs, dirt bikes) were using the trail. As per the RDN's Park Use Bylaw No. 1399, motorized vehicles of this type are prohibited from all RDN Parks and Trails. Signage on the trail informs users of this rule. With input from the RDN's Bylaw Department, Parks Staff distributed a letter to the neighbourhood reiterating this message. Park staff monitored use on the Benson Meadows Path and due to complaints regarding ATV usage and overall trail safety, barriers were placed to stop ATV's from speeding on the path.

**Area F**

Staff clarified the development plan for the Price Road Trail ACT4 with MoTI and neighbour. Work will now proceed in mid-June.

**Regional Significant Gas Tax Project**

The Rail Trail project is currently at 75% design completion and work is underway to move towards finalizing design along the entire 10.9km route. Preliminary cost estimates indicate that a phased construction process will be required. Staff will be presenting phasing options to the Regional Parks and Trails Select Committee in June. Once a decision is made on which portion of the project to construct first, staff can move forward with acquiring the necessary permits and approvals for that portion of trail construction. A target for tendering that portion of trail can also be established.

Depending on project phasing and funding availability, staff have begun to investigate the option of locating a trail head and parking area on a parcel of Crown land that is situated adjacent to Church Rd and bordered by the rail corridor. The decision to proceed with an application to the province for the use of this land will depend on the Board's direction on overall project phasing.

Staff met with City of Parksville staff to share information on both the RDN Rail Trail project and the City's Water Service project, which plans for trail within the railway corridor from the Englishman River to the City's Springwood Park. Ongoing coordination is required as both of these exciting projects move forward. Staff also continued correspondence with the Agricultural Land Commission and the Island Corridor Foundation on the status of the trail design.

**Regional Parks****Arboretum**

An existing kiosk in the Arboretum is currently standing empty. Staff have drafted information that could be posted on the vacant sign and intend to review the information with the volunteers who have been very active with the site over the last number of years. The future vision for the site has yet to be confirmed, pending a meeting between the RDN Parks and Solid Waste Departments to establish a clear park boundary that can be brought forward for park planning purposes. Planning of the property, located in the City of Nanaimo, will need to abide by City zoning and regulations. Park staff conducted park inspections and trail maintenance.

**Beachcomber Regional Park**

Park staff conducted park inspections and trail maintenance.

**Benson Creek Falls Regional Park**

Park staff conducted park inspections and trail maintenance. Staff monitored the illegal parking issue on the Jameson Rd, Creekside Place corner. Illegal parking is still occurring but at a lesser rate. Park staff are directing the public to contact the RCMP as this is an infraction of the Motor Vehicle Act. RDN Bylaw are also monitoring the situation.

**Big Qualicum Regional Trail**

Park staff conducted trail inspections.

***Coats Marsh Regional Park***

Park staff conducted park inspections. A new trail has been located by staff on the south side of the wetland. The trail is to be built this year once it has been reviewed by Natures Trust staff.

***Descanso Bay Regional Park***

Staff prepared the Oceans Day 2015 event poster and buttons, and assisted the Park Operator with event gear. Event notices were posted on the RDN web site and scheduled into Facebook and Twitter.

***Englishman River Regional Park***

Park Staff carried out routine inspections of Englishman River Regional Park and Top Bridge Park. Staff responded to maintenance issues identified by the Volunteer Park Warden including; garbage issues, ATV trespass, vandalism, graffiti and suspect hazardous trees.

Park staff installed more barriers to prevent ATV's from entering the park. Staff also repaired a vandalized sign.

***Lighthouse Country Regional Trail***

Staff worked with MoTI and an applicant for a driveway permit along Lioness Blvd and across the 1950 Gazetted Highway on conditions for development and sharing of the road allowance with the Regional Trail. Site meeting held and plan determined which should see little major change to existing Regional Trail development at the Lioness parking lot and trailhead area, with any major change to be completed at the cost of the driveway applicant. Park staff conducted trail inspections and trail maintenance.

***Little Qualicum River Estuary Regional Conservation Area***

Final report from the Guardians of the Mid-Island Estuaries on a Canada Goose management plan strategy accepted and last payment of \$10,000 released to the group. Park staff conducted park inspections.

***Little Qualicum River Regional Park***

Park staff conducted park inspections. Staff continue to repair vandalized signs at the closed bridge. Fortunately the pins on the gates are still securing access and the concrete barriers remain in place.

***Moorecroft Regional Park***

Park staff conducted park inspections and trail maintenance.

***Morden Colliery Regional Trail***

Park staff conducted trail inspections and maintained trails.

***Mount Arrowsmith Massif Regional Park***

Staff joined Russ Moir and Mike Hubbard from the Alpine Club of Canada Vancouver Island (ACCVI) on a hike to review the erosion issues on the Judges Route. A volunteer team went up to define and repair a section of the route the following day. Staff followed up on the outcome of the work party and worked with the ACCVI members and the RDN Finance Director on clarifying the nature of the RDN's volunteer insurance package.

***Mount Benson Regional Park***

Staff prepared a report summarizing the outcome of the Mount Benson Regional Park Management Plan Five-Year Review meeting that was held in February between RDN Staff and Nanaimo & Area Land Trust Staff. Major accomplishments in the park over the last five years are noted as well as upcoming projects planned for the next five years. Suggested refinements to the wording of two of the management policies (Policies 1 and 7) and an updated Park map are also presented for Board approval. These proposed revisions stem from a need to improve the clarity of these two policies as they are reflected in the draft Covenant document that has also been prepared by the RDN and NALT for the property.

Work continues on the draft covenant. Staff worked with the RDN lawyer, forwarded the new draft to NALT, discussed new revisions with the lawyer and then met with NALT to discuss outstanding points of disagreement. There are one or two outstanding points to be worked out. The final park covenant document will be ready for Board consideration in the fall.

Park staff conducted park inspections. GIS and parks staff GPS'd trails and signs on Mount Benson. Park directional signs have been produced for NALT to install in June.

***Nanaimo River Regional Park***

Park staff conducted park inspections and trail maintenance. Staff repaired a vandalized split rail fence which was erected for public safety and to prevent further erosion.

***Parksville - Qualicum Links***

Park staff conducted trail inspections.

***Top Bridge Regional Trail***

Staff provided input for an article on the Regional Trail to be published in Eyes on BC.

***Trans Canada Trail***

Park staff conducted trail inspections and removed hazard trees along the Pipeline trail.

***Witchcraft Lake Regional Trail***

Staff repaired expanded metal which was bent due to a dirt bike.

***Fairwinds Lakes District - Regional Park Management Plan***

An Open House was held on May 13 to receive feedback from the public on the draft management plan. Park staff coordinated final plan revisions based on feedback received at the Open House and through an online public survey (available on the project website from May 1 to May 22). The plan will be submitted to the Regional Parks and Trails Select Committee and the Regional Board for review in June.

**Miscellaneous**

Numerous park inspection visits and maintenance projects were conducted throughout the district including garbage removal, brushing and trail maintenance, new sign layouts and installations, and sign maintenance, and several information requests were received from the public. Gas venting was installed in the Parks Operations workshop.

A few staff attended the Regional District Parks pre-BCRPA Symposium meetings in Victoria and a couple also attended the Symposium.

Staff provided input on trail data for the Regional Growth Management Strategy Review.

### ***Website and Communications***

Staff clarified temporary trail closure information and link to Island Timberlands blog on RDN web site. Staff initiated work on parks content for Fall/Winter Active Living Guide.

### ***Operational and Efficiency Review***

Staff continued to work on recommendations and final edits to the final report

### ***Workload Distribution Meeting***

Staff met to discuss a new format for division of work across the RDN Parks and Trails network. Currently, staff time is allocated to either Regional or Community Parks & Trails. However, for several reasons (e.g. high demand at the Community level, lack of one point of contact for each community on all park related questions, etc.) the idea to divide workload by Electoral Area was proposed through the Operational and Efficiency review. Staff met to discuss how this change might unfold in the coming months.

### ***Project Summary Sheet***

Staff have prepared an Information Summary Sheet as a means to track key information about Park projects and to help with information sharing between projects of a similar nature. The sheet is in draft form and needs to be tested with a project to check its usefulness and make any edits that might arise from a trial run.

### ***Park Use Permits and Events***

Staff worked with the RDN Finance Director on subscribing to the new event insurance program on offer from the Municipal Insurance Association.

Parks permits approved and in process include:

#### Area A

- Worked with the Nanaimo Skateboard Association on a September fundraiser at the Cedar Skate Park.
- Park use permit to the RCMP for underwater search training extended to include an additional session in May. Site considered excellent for training purposes. Final training session scheduled for September.

#### Area B

- Approved a park use permit to the Local Island Trust Committee regarding a public meeting to be held at Sea Fern Lane Community Park on Mudge Island.
- Worked with the Legislative Coordinator and the Gabriola Softball Association on a permit for a mid-June ball tournament (including beer garden) at Rollo McClay Community Park; permit approved.

#### Area C

- Worked with RDN Water Services on permit for a proposed upper watershed weather station and snow pillow monitor to be installed at Mount Arrowsmith Massif Regional Park by the Province.

Provided information concerning a 2009-12 weather station at the Park that was permitted to the Ministry of Forests.

- Continued to assist the BC Competitive Ride Association with event planning along the Pipeline Trail section of the Trans Canada Trail.

Area E

- Assisted bride-to-be with September wedding ceremony plans involving Beachcomber Regional Park or Brickyard Community Park.
- Worked with a seniors group looking to host a picnic at Moorecroft Regional Park.

Area F

- Worked with the Arrowsmith Community Recreation Association on a permit for the 35<sup>th</sup> Coombs Community Picnic, to be held at the French Creek School Community Park in June.
- Concluded work on a park use permit to Corcan Meadowood Residents Association for Canada Day celebrations (including beer garden and fireworks) at Meadowood Community Park. Permit approved subject to permission from Coastal Fire in respect of fireworks.

Area G

- Assisted the Mid-Vancouver Island Habitat Enhancement Society with event preparations for the fifth annual River Run at Englishman River Regional Park; park use permit approved.
- Reviewed the park use permit application from the Silver Spur Riding Club for the 17<sup>th</sup> annual Vancouver Island Memorial Ride, which for ten years now has been held at Englishman River Regional Park and also involves the Rivers Edge community parks and Top Bridge.

Area H

- Continued work with the Mid-Island Bluegrass Society on a Festival permit for the end of June at Lions Community Park.




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Manager of Parks Services




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General Manager Concurrence



RDN REPORT		
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BOARD		

**STAFF REPORT**

**TO:** Dean Banman  
Manager, Recreation Services

**DATE:** June 5, 2015

**MEETING:** EA 'A' Parks, Recreation & Culture Commission, June 17, 2015

**FROM:** Hannah King  
Superintendent, Recreation Program Services

**SUBJECT:** Lease and Site Licence Agreement Renewal with Cedar School and Community Enhancement Society

**RECOMMENDATION**

That staff approach the Cedar School and Community Enhancement Society to extend the current Lease and Site Licence Agreement between the Regional District of Nanaimo and Cedar School and Community Enhancement Society due to expire December 31, 2015 for one year to December 31, 2016.

**PURPOSE**

To continue the daily management and operation of the Cedar Heritage Centre while the Electoral Area 'A' Parks, Recreation and Culture Commission and RDN Board consider future recreation service delivery models. Extending the existing Site License Agreement (Appendix A) with the Cedar School and Community Enhancement Society (CSCES) for up to one year will provide for the continuation of the current level of building maintenance and operation by the Society on behalf of the community.

**BACKGROUND**

In October 2000 the Regional District of Nanaimo (RDN) and the Cedar School and Community Enhancement Society entered into a five year Licence of Use agreement for the management of the RDN owned North Cedar Elementary School (Cedar Heritage Centre) located at 1644 MacMillan Road. The contract was renewed for another five years in 2005 and has since by way of consecutive three year termed agreements. In 2013 the Agreement was changed to the current Lease and Site Licence agreement. The current term ends on December 31, 2015.

By providing staff direction regarding the extension of the existing agreement at this time (six months prior to expiry) will allow for a larger window of time to conduct a needs assessment of recreation services and develop a new service delivery model if deemed necessary. This new service model potentially could include the use of the Cedar Heritage Centre. By entering into an agreement longer than one year could limit the options of alternative recreation service in the community by restricting the potential for the heritage centre.



**ALTERNATIVES**

- 1) That staff approach the Cedar School and Community Enhancement Society to extend the current Lease and Site Licence Agreement between the Regional District of Nanaimo and Cedar School and Community Enhancement Society due to expire December 31, 2015 for one year to December 31, 2016.
- 2) That the Electoral Area 'A' Parks, Recreation and Culture Commission do not extend the term of the current Lease and Site Licence Agreement with Cedar School and Community Enhancement Society (CSCES)
- 3) Provide staff with an alternative direction.

Without an agreement of some kind in place for the operation of the Cedar Heritage Centre CSCES would have no obligation to continue with their role in the facility and the RDN would either need to put in place an alternate plan with another third party, which would also require some level of formal agreement, for the building or assume direct responsibility. Staff resources would need to be more dedicated to the Cedar Heritage Centre in order to replace the work currently done by CSCES.

**FINANCIAL IMPLICATIONS**

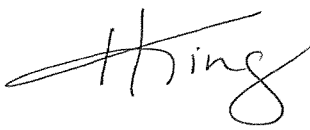
The five year financial plan for Electoral Area 'A' recreation service provides for the operation and maintenance of the Cedar Heritage Centre, therefore extending the agreement by another year will not impact the RDN financially.

**STRATEGIC PLAN IMPLICATIONS**

While the extension of an existing agreement is not an example of an innovative management practices of a recreation facility in and of itself, the extension will afford the Commission and RDN Board time to review and explore recreational service provision within the community and the role the Cedar Heritage Centre may play in the provision of those services.

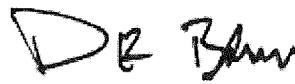
**SUMMARY**

Influencing factors within the community and established timelines related to the organization's decision making process make it prudent for the current Site Licence Agreement between the Regional District of Nanaimo and Cedar School and Community Enhancement Society due to expire December 31, 2015 be extended for one year to December 31, 2016.



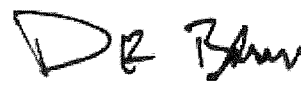
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Report Writer



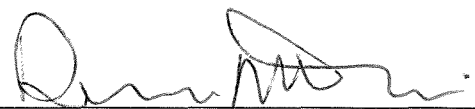
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A/General Manager Concurrence



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Manager Concurrence



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C.A.O. Concurrence

APPENDIX 'A'

LEASE AND SITE LICENCE

THIS AGREEMENT DATED FOR REFERENCE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road  
Nanaimo, B.C.  
VOR 2H0

(the "Regional District")

OF THE FIRST PART

AND:

CEDAR SCHOOL AND COMMUNITY ENHANCEMENT SOCIETY

(Inc. No. S-37396)

1644 MacMillan Rd.  
Nanaimo, B.C.  
V9X 1L9

(the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. By Agreement dated the 3rd day of October 2000, made between The Board of School Trustees of School District 68 (Nanaimo-Ladysmith), referred to as the Board and the Regional District of Nanaimo referred to as the Regional District, attached as Schedule "A", the Board owns the Lands and Premises described as that part of Lot A, Section 16, Range 8, Cranberry District and of Section 16, Range 1, Cedar District, Plan 48768, shown as "Lease Area" on Plan VIP 71705 (the "**Land**"), and the Regional District owns the Building and Improvements on the Land, formerly known as the North Cedar Elementary School (the "**Building**"), the Land and the Building both being situated at 1644 MacMillan Road, Nanaimo, British Columbia;
- B. The Tenant has requested and the Regional District has agreed to grant a Lease of the Building and a Licence to Occupy the Land, including the parking spaces and playground on the Land, all collectively referred to as the "**Premises**";
- C. The Board has consented in writing to the grant of the Licence to Occupy the Land;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the rents and agreements to be paid and performed by the Tenant, the parties hereto covenant and agree with each other as follows:

## **1.0 PREMISES**

- 1.1. The Regional District leases to the Tenant the Building on the terms and conditions as set out in this Lease; and
- 1.2. The Regional District grants to the Tenant the right and Licence to Occupy the Land, including the parking spaces and playground on the Land during the term of this Lease;

## **2.0 TERM**

- 2.1. The Term of this Lease and the Term of the Licence to Occupy granted under section 1 shall be for one (1) year, commencing on the 1st day of January 2016, and ending on the 31<sup>st</sup> day of December, 2016.

## **3.0 USE**

- 3.1. The Tenant shall use the Premises solely for a community centre, which for the purposes of the Lease and Licence includes community uses such as but not limited to, special events, programs/activities, meetings, rentals, community gatherings for all ages, community internet and preschool/daycare uses.

## **4.0 RENT**

- 4.1. The Tenant shall pay to the Regional District an annual rental of Ten (\$10.00) Dollars due and payable in advance at the commencement of the Term for the Lease and Licence to Occupy granted under this Agreement.

## **5.0 COVENANTS OF THE TENANT**

The Tenant covenants with the Regional District:

### **5.1. Rent**

- (a) to pay rent;

### **5.2. Rates and Utilities**

- (a) to pay as they become due all water, sewer, garbage and other rates in respect of the Premises and charges for all gas, oil, telephone and electric power used on the Premises;

### **5.3. Taxes**

- (a) to pay all taxes, rates, duties and assessments whatsoever, whether municipal, provincial, federal, or otherwise, charged upon the Tenant or the Regional District as a result of the Tenant's occupation of or use of the Premises unless exempted by municipal bylaw;

#### 5.4. Construction

- (a) that it will not construct nor alter any buildings or structures on the Premises unless, prior to any construction, it has obtained:
  - (i) the Regional District's approval in writing to the site plan, working drawings, plans, specifications, and elevations, and
  - (ii) a building permit if required from the Regional District authorizing the construction of the buildings and structures set out in the permit and the plans and specifications attached to it, and
  - (iii) all required inspections,and all work shall be carried out at the cost of the Tenant;
- (b) that it will not make any alterations in the structure, plan or partitioning of the Premises nor install any plumbing, piping, wiring or heating apparatus without the prior written consent of the Regional District;

#### 5.5. Builders' Liens

- (a) that it will indemnify the Regional District from and against all claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Tenant may make or cause to be made on, in or to the Premises; and will allow the Regional District to post and will keep posted on the premises any notice that the Regional District may desire to post under the provisions of the Builders' Lien Act;

#### 5.6. Repair

- (a) that it will repair, reasonable wear and tear excepted, at the cost and expense of the Tenant, all portions of the Premises which may at any time be damaged by the Tenant;
- (b) that it will keep and leave whole and in good repair all water, gas, and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus, in, on, or attached to the Premises;
- (c) that the Tenant shall leave the Premises in good repair, reasonable wear and tear excepted;
- (d) that the Regional District may enter and view the state of repair and the Tenant shall repair according to any notice given by the Regional District and if the Tenant fails to so repair, the Regional District may, at its option, repair such damage or injury in which case the Tenant shall reimburse the Regional District for all costs and expenses of repair and an additional amount for administration and overhead forthwith upon receipt by the Tenant of invoices therefore;

#### 5.7. Maintenance

- (a) to maintain the Premises, at all times to an excellent standard of maintenance;

#### 5.8. Regional District's Right of Entry

- (a) that the Regional District, its employees, servants, or agents shall at all times and for all purposes have full and free access to any and every part of the Premises and of any building erected thereon in the presence of the Tenant;
- (b) that the Regional District, its employees, agents, other licensees, contractors, sub-contractors and any other bodies or organizations the Regional District may allow for purposes associated with:
  - (i) Electoral Area 'A' Parks, Recreation and Culture Commission (Area A PRC) regular or special meetings, and Area A PRC community meetings or workshops for the purposes of carrying out the work of the Commission, at no charge.
  - (ii) Electoral Area 'A' meetings or workshops for RDN purposes of three per year at no charge. Any additional Electoral Area 'A' meetings for the Regional District will be charged a rental rate of \$10 per hour up to \$50 per day.
  - (iii) The RDN shall pay the Tenant regular rental charges for any meeting or workshop not contemplated in 5.8.(b)(i) or (ii).
  - (iv) All RDN and Commission bookings will be booked according to CHC procedures and based on availability.

#### 5.9. Assign or Sublet

- (a) that it will not assign nor sublet without leave of the Regional District and School Board;
- (b) that the Regional District's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Agreement requires the Tenant to perform, and the Tenant shall pay the Regional District's reasonable costs incurred in connection with the Tenant's request for consent;

#### 5.10. Regulations

- (a) that it will comply promptly at its own expense with the legal requirements of all authorities and all notices issued under them that are served upon the Regional District or the Tenant, and

#### 5.11. Insurance

- (a) That the Tenant will take out and maintain during the term of policy of general public liability insurance in the amount of not less than Three Million (\$3,000,000) per single occurrence covering the Tenant's indemnity in clause (5.12(a)) and naming the Regional District as an insured party to it and in a form satisfactory to the Regional District, and the Tenant shall provide the Regional District with a certified copy of the policy;

- (b) If alcohol is to be consumed at the facility, the Tenant is responsible to ensure the appropriate licences are acquired, and that the Regional District is named as an additional insured.
- (c) that all policies of insurance taken out by the Tenant shall contain a waiver of subrogation clause in favour of the Regional District and shall also contain a clause requiring the insurer not to cancel or change the insurance without giving the Regional District thirty (30) days prior written notice;
- (d) that if the Tenant does not provide, maintain or enforce the insurance required by this Agreement, the Regional District may take out the necessary insurance and pay the premium for periods of one year at a time and the Tenant shall pay to the Regional District as additional rent, the amount of the premium immediately on demand;
- (e) The Tenant shall take out and keep in full force and effect insurance upon property of every description and kind owned by the Tenant or for which the Tenant is legally liable and which is located on the Premises in an amount of not less than ninety percent (90%) of the full replacement value thereof and with coverage against at least the perils of fire, flood, lightning, earthquake and standard extended coverage.
- (f) If both the Regional District and the Tenant have claims to be indemnified under any insurance required by this Agreement, the indemnity must be applied first to the settlement of the claim of the Regional District and the balance, if any, to the settlement of the claim of the Tenant.
- (g) The deductible on the policy of insurance must be not more than five thousand dollars (\$5,000).

#### **5.12. Indemnification**

- (a) that it will indemnify the Regional District from and against all law suits, damages, losses, costs or expenses which the Regional District may incur by reason of the use of the Premises by the Tenant or the carrying on upon the Premises of any activity in relation to the Tenant's use of the Premises and in respect of any loss, damage or injury sustained by any person while on the Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, and this indemnity shall survive the expiry or sooner determination of this Lease and License.

#### **5.13. Possession**

- (a) that at the expiration or sooner determination of this Lease peaceably surrender and give up possession of the Premises without notice from the Regional District, any right to notice to quit or vacate being hereby expressly waived by the Tenant despite any law or custom to the contrary;

## 6.0 REGIONAL DISTRICT'S COVENANTS

- (a) The Regional District covenants with the Tenant for quiet enjoyment provided however that nothing in this clause will limit the rights of access reserved by the Regional District under sections 5.6. (d) and 5.8.(a) of this Agreement, the right of inspection and repair under section 5.7.(a) of this agreement.
- (b) The Regional District will take out and maintain during the term of this Lease and Licence to Occupy a policy of insurance insuring the Building against the risk of loss or damage caused by or resulting from fire or any additional peril against which the Regional District normally insures regional property;
- (c) If the Building is destroyed by fire or any other means, the Regional District has the sole discretion to decide whether to rebuild it, and before making that decision, will consult with the Tenant, and will take into consideration whether
  - (i) the Board, as owner of the Land and the Regional District's Landlord under the Agreement referred to in recital A of this Lease and Site Licence, will permit the Building to be rebuilt of the Lands;
  - (ii) there are sufficient proceeds from the insurance policy referred to in paragraph (b) of this section 6, together with any funds held or raised by the Tenant, to pay all costs of rebuilding;
  - (iii) there is sufficient time remaining in the Terms of both the Agreement referred to in clause (ii) and this Lease and Site Licence to justify rebuilding on the Lands; and
  - (iv) there is another site available to the Regional District of the Tenant where a replacement for the Building may be constructed; and
- (d) if the considerations in (c)(i) or (iii) and (iv) are not favourable or if they are favourable but there are insufficient funds acquired or raised under (c)(ii) within 180 days of the destruction of the Building, then the Regional District may elect not to rebuild and in that case, this Lease and Site Licence will terminate.

### 6.1. Management Fee

- (a) The Regional District shall pay a management fee to the Tenant to assist the Tenant with maintaining and repairing the building and therefore to assist the Tenant in providing community centre services to members of the public. The management fee will be paid in two installments of \$3,000 on or before January 31 and July 31 of each calendar year, for a total of \$6,000 annually.

### 6.2. Improvements and Capital Projects

- (a) Notwithstanding the Tenant's covenants to repair the Premises stated in sections 5.6. (a), (b), and (c) of this Agreement, the Regional District agrees to provide capital facility improvements associated with the Premises when the cost is above \$2,000 per capital project. When possible, the Regional District will schedule capital work to minimize its

effect on scheduled facility use.

- (b) Decisions regarding whether an improvement is a capital facility improvement shall be made by the Regional District in its sole discretion and will be made in accordance with the Regional District Policy A2.5 *Capital/Operating Expenditures Policy*.
- (c) The Regional District agrees to work with the Tenant and meet annually prior to the annual budget preparation to consider discuss capital improvements requested.
- (d) The Tenant will not make any alterations or improvements, nor construct any structures on the Premises, unless it has obtained Regional District approval in writing to make such alterations, improvements or construction.

## **7.0 MANAGEMENT COVENANTS**

7.1. The Tenant covenants and agrees with the Regional District:

- (a) That the Tenant will not carry on or do or allow to be carried on or done on the Premises anything that:
  - (i) May be or become a nuisance to the Landlord or the public,
  - (ii) Increases the hazard of fire or liability of any kind,
  - (iii) Increases the premium rate of insurance against loss by fire or liability upon the Premises or
  - (iv) Invalidates any policy of insurance for the Premises; or
  - (v) Directly or indirectly causes damage to the Premises.
- (b) to spend any grant money that may be received from the Regional District on the Building and Land only and not on other Tenant's projects or purposes;
- (c) to use revenue from the Tenant's rental of all or part of the Building to pay for the maintenance and operation of the Building;
- (d) to provide an annual report to the Regional District of the Tenant's fund raising activities for the building and the operation by the Tenant of the Premises;

## **8.0 MISCELLANEOUS COVENANTS**

It is hereby mutually agreed:

### **8.1. Re-entry**

- (a) that the Regional District may re-enter the Premises on non-payment of rent or additional rent, or non-performance of covenants;



## 8.2. Effect of Waiver

- (a) that the Regional District by waiving or neglecting to enforce the right to forfeiture of this Lease or the right of re-entry upon breach of any covenants, condition or agreement in it does not waive its rights upon any subsequent breach of same or any other covenant or condition of this Agreement;

## 8.3. Distress

- (a) that if the Regional District is entitled to levy distress against the goods and chattels of the Tenant, the Regional District may use enough force necessary for the purpose and for gaining admittance to the Premises and the Tenant releases the Regional District from liability for any loss or damage sustained by the Tenant as a result;

## 8.4. Termination

- (a) the Regional District may at any time terminate this Lease by giving to the Tenant ninety (90) days notice in writing and the Tenant thereupon and also in the event of the termination of the Lease in any other manner if required by the Regional District shall forthwith remove from the Premises all structures, machinery, supplies, articles, materials, effects and things at any time brought or placed thereon or therein by the Tenant and shall also, to the satisfaction of the Regional District, repair any damage and injury occasioned to the Premises by reason of such removal and the Tenant shall not be entitled for any compensation for such removal. It is further agreed that unless required by the Regional District, the Tenant shall not remove any goods, chattels, materials, effects or things from the Premises until all rent or additional rent due or to become due under the Lease is fully paid; and
- (b) the Tenant may at any time terminate this Lease by giving to the Regional District ninety (90) days notice in writing to the Regional District;

## 8.5. Insolvency

- (a) that if
  - (i) the Term or any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant, or
  - (ii) if a writ of execution issues against the goods or chattels of the Tenant, or
  - (iii) if the Tenant makes any assignment for the benefit of creditors, or
  - (iv) if the Tenant becomes insolvent or bankrupt, or
  - (v) if the premises or any part of them becomes vacant and unoccupied for a period of thirty (30) days or is used by any other person or persons for any purpose other than permitted in this Lease without the written consent of the Regional District (Ryan used 'Landlord'), or

- (vi) being an incorporated company or society if proceedings are begun to wind up the company or society, the Term shall, at the option of the Regional District, immediately become forfeited and the then current month's rent for the three months next following shall immediately become due and payable as liquidated damages to the Regional District, and the Regional District may re-enter and repossess the Premises despite any other provision of this Lease.

#### 8.6. Amendments

- (a) The parties hereto may consent from time to time to amend the terms of the Agreement. Notice of a proposed change shall be made in writing to the other party (thirty) 30 days before the date upon which such amendment is to take effect, unless the notice period is waived by consent of both parties. The parties agree that no amendment shall take effect until approved in writing by the Board.

#### 8.7. Removal of Goods

- (a) if the Tenant removes its goods and chattels from the Premises, the Regional District may follow them for thirty (30) days;

#### 8.8. Notices

- (a) that any notice required to be given under this Lease shall be deemed to be sufficiently given:
  - (i) if delivered, at the time of delivery, and
  - (ii) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail and addressed as follows:

if to the Regional District:

6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2

if to the Tenant:

1644 MacMillan Road  
Nanaimo, BC  
V9X 1L9

or at the address a party may from time to time designate, then the notice shall be deemed to have been received 48 hours after the time and date of mailing. If, at the time of mailing of the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it;

#### 8.9. Fitness of Premises

- (a) that the Regional District has made no representations or warranties as to the condition, fitness or nature of the Premises and by executing this Agreement, the Tenant releases the Regional District from any and all claims which the Tenant now has or may in future have in that respect;
- (b) that the Tenant admits that it has inspected the Premises in their present state and that they are suitable for the Tenant's purposes;

#### 8.10. Fixtures

- (a) that, unless the Tenant, upon notice from the Regional District, removes them, all buildings, structures or improvements constructed on the Premises by the Tenant, save and except for moveable business fixtures of the Tenant, shall, at the determination of the Lease, become the sole property of the Regional District at no cost to the Regional District.

#### 8.11. Payments by the Regional District

- (a) that if the Regional District incurs any damage, loss or expense or makes any payment for which the Tenant is liable under this Agreement, then the Regional District may add the cost or amount of the damage, loss, expense or payment to the rent and may recover it as if it were rent or additional rent in arrears;

#### 8.12. Holding Over

- (a) that if the Tenant holds over following the term and the Regional District accepts rent, this Agreement becomes a tenancy-at-will subject to those conditions in this Agreement applicable to a tenancy-at-will, and in the event the termination of the tenancy-at-will, any rent prepaid shall be adjusted for the period of actual occupation, it being expressly agreed that the acceptance of rent, or any implied condition or any implication of law shall in no way renew this lease or create any tenancy other than a tenancy-at-will;

#### 8.13. Lease

- (a) the parties hereto acknowledge that the Licence to Occupy granted by this Agreement requires, as a condition precedent, that the consent of the head Landlord under the Regional District's lease of the Land, must be obtained and upon such consent the Tenant covenants and agrees with the Regional District to perform all covenants, conditions and provisos to be performed by the Regional District under the lease between the Regional District and its Landlord as amended to the intent and for the purpose that no default shall arise from the tenancy created by this Agreement.

#### 8.14. Net Lease

- (a) that this Lease shall be a complete carefree net lease to the Regional District as applicable to the Premises and the Regional District shall not be responsible during the Term for any cost, charges, expenses or outlays of any nature whatsoever in respect of the Premises or its contents except those mentioned in this Lease.

#### 8.15. Annual Meeting

- (a) that either the Regional District or the Tenant may request a meeting, once each year of the Term of the Agreement, to be attended by the Manager of Recreation Services, of the Regional District and the Tenant's Chairperson for the purpose of discussing any matter or issues relating to the Buildings or Land;

#### 8.16. Interpretation

- (a) that when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;
- (b) that the headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it;

#### 8.17. Binding Effect

- (a) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, administrators and permitted assignees;

#### 8.18. Law Applicable

- (a) that this Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

### 9.0 TREE CUTTINGS, EXCAVATIONS AND HAZARDOUS SUBSTANCE

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

### 10.0 ENVIRONMENTAL MATTERS

- 10.1. For the purposes of paragraph 10.2 below:

- (a) "**Contaminants**" means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and
- (b) "**Environmental Laws**" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any governmental authority

having jurisdiction over the Premises now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity.

10.2. The Licensee covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Premises for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the Regional District, which consent may be unreasonably withheld;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises;
- (c) to promptly provide to the Regional District a copy of any environmental site assessment, audit, report, or test results relating to the Premises conducted by or for the Licensee at any time;
- (d) to maintain all environmental site assessments, audits, reports, and test results relating to the Premises in strict confidence and not to disclose their terms or existence to any third party (including without limitation any governmental authority) except as required by law, to the Licensee's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Regional District, which consent may be unreasonably withheld;
- (e) to promptly notify the Regional District in writing of any release of a Contaminant or any other occurrence or condition at the Premises or any adjacent property which could contaminate the License Area or subject the Regional District or the Licensee to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (f) on the expiry or earlier termination of this License, or at any time if requested by the Regional District or required by any governmental authority under Environmental Laws, to remove from the Premises all Contaminants, and to remediate by removal any contamination of the Premises or any adjacent property resulting from Contaminants, in either case brought onto, used at, or released from the Premises by the Licensee or any person for whom it is in law responsible. The Licensee shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants shall remain the property of the Licensee, notwithstanding any rule of law or other provision of this License to the contrary and notwithstanding the degree of their affixation to the Premises; and
- (g) to indemnify the Regional District and its directors, appointed officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties, and expenses whatsoever (including all legal and consultants' fees and expenses and the cost of remediation of the Premises and any adjacent property) arising from or in connection with:
  - (i) any breach of or non-compliance with the provisions of this paragraph 10.2 by the Licensee; or

