

REGIONAL DISTRICT OF NANAIMO

ELECTORAL AREA 'A' PARKS, RECREATION AND CULTURE COMMISSION

REGULAR MEETING

WEDNESDAY, SEPTEMBER 21ST, 2016

7:00 PM

(Cedar Heritage Centre)

A G E N D A

PAGES

CALL TO ORDER

DELEGATIONS

Motion to receive late delegations

MINUTES

3-5 Minutes of the Regular Electoral Area 'A' Parks, Recreation and Culture Commission meeting held June 15th, 2016

Motion to adopt the Minutes

BUSINESS ARISING FROM THE MINUTES

COMMUNICATIONS/CORRESPONDENCE

6 K. St. Cyr, Cedar Family of Community Schools to RDN **RE: Thanks for Financial Support**

7-11 P. Sabo, SD 68 to T. Osborne, RDN **RE: Investment in School Site(s)**

REPORTS

12-24 Monthly Update of Regional and Community Parks and Trail Projects-June-August 2016

Cedar Plaza Kiosk Update – (Verbal)

Roadside Trails (verbal update from Commission)

RDN/Snuneymuxw Contribution Agreement (verbal update)

Motion to receive Report

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

NEW BUSINESS

- 25-38 Cedar Heritage Centre Agreement -Lease and Site Licence Agreement with Cedar School and Community Enhancement Society. Current agreement expires December 31, 2016. Direction sought.

COMMISSIONER ROUND TABLE

ADJOURNMENT

Motion to adjourn.

NEXT MEETING

November 16, 2016
Cedar Heritage Centre

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE ELECTORAL AREA 'A' PARKS, RECREATION AND
CULTURE COMMISSION REGULAR MEETING
HELD WEDNESDAY, JUNE 15, 2016
7:00PM

(CEDAR HERITAGE CENTRE)

Attendance: Alec McPherson, RDN Director, Chair
Angela Davies
Graham Gidden
Andrew Thornton
John O'Connor
Kerri-Lynne Wilson
Bernard White
Patti Grand (8:05pm)

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

Regrets: Jim Fiddick

CALL TO ORDER

Chair McPherson called the meeting to order at 7:08pm.

DELEGATIONS/PRESENTATION

None

MINUTES

MOVED Commissioner O'Connor, SECONDED Commissioner White that the Minutes of the Regular Electoral Area 'A' Parks, Recreation and Culture Commission meeting held May 18, 2016 be adopted.

CARRIED

BUSINESS ARISING FROM THE MINUTES

None

REPORTS

Monthly Update of Regional and Community Parks and Trail Projects –April/May 2016

Cedar Plaza Kiosk Update – L. Fesiak (Verbal)

L. Fesiak gave an update of the Cedar Plaza Kiosk project. She wanted the opinion of the Commission for that the finishes and hardware they prefer on the finished kiosk. The Commission agreed on Linseed Oil stain finish and that L. Fesiak will email some more photos of the different steel hardware option when the project gets under way. They discussed the cost estimates L. Fesiak presented.

MOVED Commissioner Gidden, SECONDED Commissioner Wilson that the Commission supports the design cost estimates of a professional contractor for the Cedar Plaza Kiosk to a maximum of \$47,000.

CARRIED

MOVED Commissioner White, SECONDED Commissioner Gidden that the Board direct staff to provide the North Cedar Improvement District with a history of the Cedar Plaza project and the Improvement District be requested to reconsider providing a water connection to the Cedar Plaza so that irrigation can be provided to the newly planted vegetation.

CARRIED

Driftwood Rd Beach Access Stairs Update (verbal)

E. McCulloch met the engineer on site and he provided an estimate for design work and rough estimate of costs of the stairs. She is determining where the natural boundary is with a surveyor and using that to determine where the footings will be. Depending on their location, DFO may need to be involved to proceed.

Roadside Trails (verbal update from Commission)

Chair McPherson mentioned that the RDN has requested a meeting with to MOTI and the Minister of Community Sports and Cultural Development at UBCM to discuss how to reduce the risk along the rural roads and the costs associated with doing that.

The Commissioners have not met yet to identify potential areas that people travel that can benefit from a roadside trail. E. McCulloch will send some dates for a planning meeting in the fall to discuss the idea's the Commissioners have.

MOVED Commissioner Wilson, SECONDED Commissioner Davies that the reports be received.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

NONE

NEW BUSINESS

Cedar Heritage Centre Agreement

H. King reminded the Commissioners that the Cedar Heritage Centre Agreement was extended until the end of the December 2016 and be looking for direction at the September meeting as to where the Commission would like to proceed with the agreement.

COMMISSIONER ROUND TABLE

None

IN CAMERA

MOVED Commissioner Grand, SECONDED Commissioner O'Connor that pursuant to Section 90(1) (e) of the Community Charter the Committee proceed to an In Camera Committee meeting to consider items related to land issues.

CARRIED

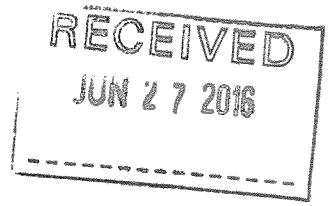
Time: 8:15

ADJOURNMENT

MOVED Commissioner Grand that the meeting be adjourned at 8:35pm.

CARRIED

Chair



Cedar Family of Community Schools
C/O Woodbank Primary School District 68
1984 Woobank Road
Nanaimo B.C. V9X 1K6

June 22, 2016

To whom it may concern

We would like to convey our sincerest thanks for your financial support of \$678.00 to help cover the cost of purchasing equipment for our 5 week summer preschool camp at the Cedar Heritage Centre as well as our afterschool and summer gymnastic programs at Woodbank School. Your continued support for community recreation services provided by the Cedar Family of Community Schools is so very much appreciated and our success in the sustainability of these programs is due to your financial generosity. Thank you again.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen St. Cyr". The signature is fluid and cursive.

Karen St.Cyr

Community School Co-ordinator

From: Pete Sabo [<mailto:psabo@sd68.bc.ca>]
Sent: Friday, August 26, 2016 10:55 AM
To: Osborne, Tom
Cc: John Blain; Carrie Mcveigh
Subject: Investment in school site(s)

Tom, further to our meeting to date I wanted to recap some investments the district has made in cedar schools sites since the signing of the agreement for the skate park/parking area, these improvements add substantive community recreation opportunities in cedar.

- Upgraded sand playfield (completed September 2015)
- Fully fenced Tennis court (to be complete for school opening sept 2016)
- 2 large sand volleyball area(to be complete for school opening sept 2016)
- Joint partnership in upgrading the hard surface multi-sport area behind Cedar Elementary.

Pete



Pete Sabo | Director of Planning and Operations
Direct 250-741-5265 | Fax 250-741-5282
395 Wakesiah Avenue, Nanaimo, BC V9R 3K6 | www.sd68.bc.ca

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TO: Tom Osborne
General Manager of Recreation & Parks

DATE: September 8, 2016

FROM: Wendy Marshall
Manager of Park Services

MEETING: Recreation Commissions, RPTSC, EASC,
POSACs

FILE:

SUBJECT: Monthly Update of Community Parks and Regional Parks and Trails Projects- June, July and August 2016

RECOMMENDATION

That the Parks Update Report for June, July and August 2016 be received as information.

Regional and Community Parks and Trails

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

Electoral Area Community Parks

Area A

Staff prepared revised construction cost estimates and design options for the Cedar Plaza Kiosks which were presented and discussed at the June 15 PRCC Meeting. A Development Variance permit application was submitted to RDN Planning and to the Province with approval received on July 28. Final engineer drawings were submitted for a building permit application on August 17 (with approval anticipated in September), and three construction bids from contractors were received on August 31. A contract will be awarded in early September and construction will be completed by December 31, 2016.

Staff provided parks comments regarding a Development Permit with variance application which involves a foreshore revetment in the unconstructed road right of way beside 1954 Shasta Road. Under condition of the approved permit there is a specific condition that “the applicant will construct a safe and appropriate public beach access along the portion of the revetment in the unconstructed road right-of-way...” The intention is that the new steps will be an enhancement to the existing step steps.

Survey work was completed and staff retained a structural engineer to prepare drawings and costing information for the proposed public access stairs at the Driftwood Rd water access.

Staff provided parks comments to Planning regarding a subdivision application on Shasta Rd in terms of potential trail / pedestrian circulation between Shasta Rd, Headland Rd and Pace Rd. Staff coordinated invasive plant removal and watering with contractors for a replanted section of the Morden Colliery Regional Trail at the Cedar Plaza.

A picnic table was installed at the Cedar Skatepark with funds donated by the Cedar Skatepark Committee.

At Nelson Road boat launch, improvements were done over the summer months, including a new toilet surround, safety line painting and brushing.

At Ivor Way Community Park, over a dozen large hazard trees were taken down, and an arborists report has been completed for the site. The report includes recommendations for both a monitoring program, and for some additional trees to be taken down in the fall or winter.

Area B

Staff reviewed the Gabriola Island Local Trust Committee referral request regarding the draft rezoning Bylaw Nos. 289 and 290 and prepared a Staff report to the Electoral Area 'B' Parks and Open Space committee identifying how the RDN's parks interests are affected by the proposed 136-hectare (336 acre) park land addition to the 707 Community Park as well as the potential additional 19.3 ha (47.7 acre) park land dedication which would result from future subdivision of the rezoned lands.

Staff submitted a grant application to Canada 150 Infrastructure Program for improvements to the Huxley Park tennis and sport courts. Grants will be awarded in October 2016.

A \$7,000 grant from the Nanaimo Foundation Community Fund for Canada's 150th for the Huxley Park playground installation project was awarded.

Parks received a request to install baby change tables in both the male and female washrooms at Rollo McClay Community Park. This has been added to the 2017 parks budget.

Staff provided follow-up correspondence to G. McCollum in regards to the 1520 McCollum Rd. subdivision application requirement to pay the 5% cash-in-lieu of parkland.

Staff received a request to realign the existing trail that connects Fawn Rd to the 707CP's North Rd trail. The existing trail alignment crosses private property.

At Rollo McClay Park, numerous instances of vandalism (graffiti) have required costly painting. Staff are working with the RCMP and the community towards a solution.

A contractor repaired a damaged and failed seal around the overflow pipe of the irrigation pond at Rollo McClay Park.

Following recent survey work staff directed a contractor to begin trail improvements to provide increased access and use of the Whalebone Area trails. Staff met with a trail neighbour regarding trespass issues, and attended to the removal of a large, downed hazard tree, and a large branch at another location. Trail improvements have commenced and are scheduled to be completed in September.

At Huxley Community Park a site visit for assessing a suitable toilet location was carried out, and numerous new park signs were installed at the tennis courts.

Following May's site development work, a toilet was added to the enclosure at Joyce Lockwood Community Park,

Park staff attended a Gabriola Fire meeting, and assisted with Oceans Day preparations.

Staff looked at existing beach access stairs towards replacements options, and provided budget input.

Staff reviewed the Field House facilities at Rollo McClay Park, and identified maintenance requirements and future improvements.

Area C – Extension

Staff met with a park contractor to discuss amendments to park maintenance at Extension Miners Park; a plan was prepared for a bench installation.

A new culvert and drainage pipes were installed at Extension Miner's Community Park.

Area C – East Wellington / Pleasant Valley

Staff contracted a landscape company to carry out biannual weeding and pruning at Anders and Dorrit's Community Park; a loop trail was mowed in the hay field by the mowing contractor in July.

Staff prepared and submitted a building permit application to RDN Building Inspections for a picnic shelter at Meadow Drive Community Park. The permit was received on July 14. Project construction began in late August and completion is anticipated in fall 2016.

At Meadow Drive Community Park, staff attended to vandalism of the new toilet on several occasions, with physical damage incurred to the roof, door, toilet fixture and dispensers. In addition the cleaning contractor was required for emergency cleanings on 5 occasions within a two week period. Staff repaired the damage and closely monitored the site for several weeks. Signs were temporarily posted notifying the community and stating the area would be under surveillance. Modifications to the building were made to prevent vandals from exiting through a gap in the roof structure, and deadbolts were installed to make the building more secure when and if required.

At Benson Meadows Community Path, reflectors were attached to the boulders for public safety at night, and Park staff conducted trail maintenance.

At Anders and Dorrit's Community Park, brushing was carried out adjacent the parking lot entrance way to improve sight lines for vehicles when entering or leaving the park. The park field was hayed over the summer months.

Staff met with a contractor carrying out restorative work to the river bank on the neighbouring property, and inspected the continuation of the bank on the park property. The bank within the park is more secure due to existing tree and vegetation rooting structure.

Area E

Staff worked with GIS Mapping Services on registering two new community parks Oak Leaf Drive and Davenham Road.

Staff coordinated and attended a site meeting at Oakleaf Community Park on June 20th with POSAC members to discuss park development. A subsequent meeting with the Land Governance Manager from Nanoose First Nation occurred in the park to review the proposed plans and seek input. The Phase 1 plans for the park improvements will be occurring over the fall. Phase 2 improvements (fencing and interpretive signage mostly), will be revisited again with the POSAC.

Parks staff received a request for a playground in the Beachcomber area and suggested the request be brought forward to the Area E POSAC, either by letter or as a delegation.

At Stone Lake Drive Community Park staff removed fallen trees from the retention ponds and cleared brush from the fence.

At Brickyard Community Park a new garbage can was installed.

At Park Place Community Park staff graded the trail.

Area F

Planning staff provided input on an amenity contribution and potential park connection to the Coombs to Parksville Rail Trail from the Springhill Road industrial development.

Staff provided ongoing feedback regarding the rezoning application on Springhill Rd. Staff attended the June 27th Public Information Meeting.

Staff walked the proposed Palmer Rd trail alignment with members of the POSAC trail sub-committee to determine project feasibility. Staff has received quotes for survey work and spoken with the Ministry of Transportation and Infrastructure as well as owner of the adjacent wood lot to determine future development plans for this portion of undeveloped road.

Vehicle barriers were installed at the Cranswick Rd trailhead (Matterson Rd end). Advice from a local medi-scooter user was used to ensure that there is universal access to the trail.

A donation of \$1,730 was given to Electoral Area 'F' Community Parks to install a bear-proof garbage can the northern trailhead of the Errington School Community Trail.

Park inspections and routine park maintenance was conducted throughout the area.

At Meadowood Community Park staff removed a vandalized picnic table from the park and dealt with a variety of vandalism issues over the summer. A concrete picnic table purchased by the community was assembled on a new concrete Base installed by contractor and park staff.

Staff also worked with event organizers and the Dashwood Fire Department to help ensure the successful provision of the 6th Annual Lighthouse Bluegrass Festival which was located at Meadowood Community Park this year. Road grading work was conducted.

At Arrowsmith Community Trail, staff completed work on the newly installed trailhead sign.

Area G

In June, Park staff advised Planning staff with regard to a proposed parklands dedication in conjunction with a subdivision application in Area G on Ganske Rd.

In August, Park staff advised Planning staff with regard to a proposed rezoning application of a property near Wembley Mall on the edge of the City of Parksville. No parkland dedication is required. Through an amenity contribution, there is the possibility of trail connections in the area around the development.

At Barclay Bridge, staff trimmed and cleared trail. Staff also met on site with a resident to follow up on a concern about the safety of numerous hazard trees adjacent to their property. The trees are on crown land and are not the responsibility of the RDN to remove. Staff corresponded several times with the Province to clarify the location and jurisdiction of the trees.

At Johnstone Road, staff removed, sanded and refinished a memorial bench.

At Top Bridge two cars were locked in due to them not reading the sign and not leaving the area by 9pm. In the morning when the security company came to open the gate they found that the lock was compromised. A new lock had to be made and installed.

Staff attended to complaints of illegal dumping presumed to be within the park boundary adjacent French Creek.

As per POSAC direction, plans to move forward with design and construction of Phase 1 of the Stanhope Trail are underway. Due to utilities in the corridor, staff prepared a request for proposals and an engineering firm has been retained to do the design work this fall. It is expected that construction of the first phase from Stanhope Road to the Wally's Way cul-de-sac will occur early in 2017. Phase 2 through the trees will happen at a later date.

Parks received suggestions for improvements to the Dashwood Community Park from an area resident and have contacted a playground inspector about the feasibility of using a play structure that was removed from a school ground. Any proposed changes to the park would be presented at a POSAC meeting.

Area H

A Picnic & Play event put on by RDN Recreation was held at Henry Morgan Community Park on July 8th. Approximately 15 adults and children attended.

RDN Parks worked with the BC Wildfire Service to complete a prescribed burn at Oakdown Community Park and the surrounding Crown lands on August 29th. This was a FireSmart Initiative and is a fuel management project.

Staff continued to assist GIS Mapping with the development of maps for non-RDN Crown land trails.

At Henry Morgan Community Park, the trail from Henry Morgan CP to Cordon Road was brushed and cleared of debris.

At Islewood Road Community Park, staff brushed and scrubbed out trail.

At Rose Community Park staff removed bike jumps from the park.

All Beach accesses were maintained. Some benches were refurbished over the summer months. Department of Fisheries and Oceans was contacted with regards getting new shelf awareness signs at the beach accesses.

A temporary portable toilet was delivered to Crane Road for the fishing season.

Park staff installed 2 garbage cans at the Lions Club ball fields and set up payment for collection. They were removed at the end of the ball season. They are currently stored at the Lions Club.

Community Works Projects

Area B

Staff prepared background report on past RDN Parks involvement on MoTI road allowance (development permits and licences for water accesses and undeveloped road allowance), in relation to dealings with the Ministry and the Village Way project.

Area E

Blueback

Further development occurred at Blueback including; a larger parking lot, a cedar toilet surround, change house, and a new trail.

Park Staff met with Arborist regarding hazard tree removal, delivered and spread gravel around toilet enclosure, removed silt fence, installed a bear proof refuse container and installed concrete wheel stops.

Oak Leaf

Park staff expanded the parking lot and installed wheel stops. A trail was roughed in starting at the parking lot leading to an existing trail. Trees and trails were pruned and brushed.

Regional Significant Gas Tax Project

Coombs to Parksville Rail Trail

Construction of the Rail Trail advanced at a good pace over the summer and is nearing the half-way complete mark. Weekly field inspection reports and photos provided by consulting engineer; monthly meetings held with engineer, contractor and sub-consultants. Work on construction and consulting engineer contracts concluded. Obtained revised Station Road crossing permit from MoTI. Continued to work with the City of Parksville concerning their handling of trail development within the City's Springwood Community Park. City staff unable carry out work as expected and main project contractor expected to take on the Springwood section. Met with Coldwater Strata owners to introduce the contractor and review development plans as concerns the SRW at the back of the Strata lots. Met with contractor, engineer and roadmasters from the Southern Vancouver Island Railway and the Alberni Pacific Railway to review safety procedures around the rail. Estimate for two pedestrian rail crossings to be installed by SVI received and materials ordered. Worked with residents, engineers and contractor to resolve a local drainage issue at the junction of rail trail and the private crossing serving the Coombs' property. Worked with the Manna Homeless Society and contractor on seeing some of the non-merchantable project wood delivered to the Society as donated firewood; contracted with firewood processor with work space kindly donated by B. Carpenter of Allsbrook Road. Environmental monitoring

reports received from consulting biologist; all findings good. Media interview and photographs for web site provided to Island Radio. Test surface gravel strips assessed. Liaised with equestrians and cyclists regarding trail use, access points and fixtures such as baffles. Liaised with Coombs business owners concerning the coming need for bike parking. Station crossing location returned to west side of junction further to consultation with Alberni Pacific Railway and adjusted trail path. Safety items examined including lighting at Station and Church crossings and some fencing (cedar split-rail) beside DBL pit and by large culvert installations. Allowances identified to accommodate potential crossing and link to a Springhill Rd community park.

Regional Parks and Trails

Arboretum

Staff Cleared blackberry on the bank and along the fence as well as brushed the trail open. Garbage was removed from site on numerous occasions.

Arrowsmith CPR Regional Trail

Staff liaised with the Conservation Officer and posted a notice on the RDN web site that the trail would be closed for a week to allow time for a stalking cougar to clear the area.

Benson Creek Falls Regional Park

Park staff installed numbered trail markers for emergency locating purposes for Search and Rescue and the Coastal Wildfire Centre.

Park staff also conducted annual bridge maintenance.

Staff reviewed community correspondence, the management plan and various options for improving parking access to Benson Creek Falls Regional Park, based on community input that the Creekside Place parking lot is problematic to the community and should be closed. Staff was directed to prepare a Board Report on the matter by the Regional Parks and Trails Select Committee, which will be reviewed by the Board in September.

Coats Marsh Regional Park

Staff reviewed the *Recovery Strategy for the Little Brown Myotis, Northern Myotis, and Tri-colored Bat in Canada* and provided a staff report regarding how Federal and Provincial Species at Risk legislation impacts bat conservation efforts in regards to RDN park management and development – specifically in terms of the planned demolition of the cabin at CMRP.

Descanso Bay Regional Park

Staff provided Public notice of a campfire ban on June 7th. This ban will remain in effect until advised to lift it by the local fire chief.

The annual Oceans Day event was held on June 5th. Staff provided posters and buttons as well as provided event advertising assistance.

Englishman River Regional Park

Long-time volunteer park warden Marlene Harm retired following the death of her dog and partner Kodiak.

Staff Liaised with Arrowsmith Search and Rescue on their GPS and mapping plans for the park; put them in touch with the GIS Mapping Coordinator.

Staff responded to maintenance issues identified by the Volunteer Park Warden including; garbage issues, ATV trespass, vandalism, graffiti and suspect hazardous trees.

Horne Lake Regional Park

Staff Liaised with the Horne Lake Strata on member efforts to get MoTI to improve Caves Road conditions. RDN Park's long-standing interest in seeing road improvements was restated.

Staff updated the park map and started on updating the kiosk signs at the park.

Horne Lake Regional Trail

Staff prepared briefing notes on the historic regional trail initiative which dates from 2001 and the rezoning of lands around Horne Lake.

Staff provided Public notice of a campfire ban on August 17th as well as a Notice advising of the lifting of the ban on August 30th.

Lighthouse Country Regional Trail

New wheel stops were installed at the Lioness parking lot.

Little Qualicum River Estuary Regional Conservation Area

A representative from the BC Conservation Foundation and the Qualicum Beach Streamkeepers met with Parks staff on site to review the current research and vegetation re-establishment project underway. Additional plantings are planned for this fall and will be monitored for survival with those that went in previously.

Little Qualicum River Regional Park

Staff received an updated proposal for structural engineering services for the replacement of the bridge, and are awaiting a report from a Geotechnical Engineer assessing the conditions of the existing bridge footings.

Park staff cleaned two culverts of beaver debris on a weekly basis over the summer months, to allow for proper water flow and avoid access road damage.

Garbage was constantly being cleaned up and removed during the weekly visits.

Ongoing vandalism and willful disregard of the bridge closure is a common occurrence. Staff spoke with welder to look to solve repeated vandalism to gate and locking pins.

Moorecroft Regional Park

Park staff installed three new picnic tables in the Meadow.

Park staff followed up with Bylaws Services and Animal Control following complaints of unleashed dogs within the park.

Staff met with members of the Nanoose Fire Department and walked the property. The Fire Department gained additional familiarity with the park, and provided parks with suggestions for areas of improvement for firefighting access. Parks supplied the fire department with updated property maps and gate keys.

Staff met with the park caretakers as part of the transition and elimination of the position.

Staff attended the site with an Environmental Consultant to review and update the hazmat reports for the Caretakers house and Kennedy Hall buildings scheduled for demolition.

An Archaeologist was contacted to review the demolition sites for Kennedy Hall, and confirmed that part of the building is located within a mapped archeological area. Evidence of a midden was found under part of Kennedy Hall and an application has been made for a Site Alteration Permit.

Building Permits for the upcoming demolitions have been applied for from the RDN Building Department.

Staff began considering options for toilets and a picnic shelter in the park. Plans to meet with the Area Director and the Nanoose First Nation in September are in motion regarding the concept of a Longhouse and to discuss how all proposed facilities planned for the park will work well together into the future.

Staff have begun to explore the option of formalizing the trail access into Moorecroft from the west side. This will involve a formal agreement with the Strata who own the land adjacent to the park.

Morden Colliery Regional Trail

Staff continued to work with project consultants, the Province and the Agricultural Land Commission on planning and design initiatives related to the bridge and trail development over the Nanaimo River.

Staff removed the bike jumps that were built in the park near the Thatcher Bridges.

Mount Benson Regional Park

Staff cleared woody debris from the logging road trail to allow access for Search and Rescue and maintenance vehicles and a turnaround was created as requested by search and rescue.

Staff investigated a report of unauthorized trail construction within the park; however a site visit confirmed the constructions was not within the park boundary.

Staff reviewed community correspondence and various options for improving parking access to Mount Benson Regional Park. The current parking lot at the Witchcraft Lake trailhead does not meet demand and a long-term solution is needed. A Board Report was prepared and will be reviewed by the Board in September.

Nanaimo River Regional Park

Park staff added river rock at the outlet of a perched culvert to prevent further erosion and potential sediment.

Staff met with Ron Stone (Volunteer Warden) regarding Culturally Modified Tree issue and checked barriers due to complaint from an area user. Staff spoke to Emcon regarding moving barrier to block access and confirmed Emcon would complete ASAP.

Staff provided updated GPS information to mapping for the locations of the Fire Department well located within the Park

Staff are monitoring a complaint of uncontrolled dogs within the park. Temporary signage has been posted at the Kiosks as part of an awareness campaign.

Interpretive signage planning is underway for the research forest at Nanaimo River Regional Park. Staff will collaborate with representatives/managers of the research forest and will work with a graphic designer to produce attractive and educational signage to display in the park.

Parksville Qualicum Beach Links

Top Bridge Regional Trail

Trans Canada Trail

Temporary closure of the Extension Ridge section of the TCT extended and then terminated, further to industrial activity in the area by landowner Island Timberlands.

Obtained updated licence offer from Island Timberlands for use of their private forest lands for the TCT. Prepared report to the RPTSC and Board (September meetings).

Staff installed new posts and signs along the Extension Ridge Trail.

Witchcraft Lake Regional Trail

In June and July, permission was obtained from the City of Nanaimo and the Ministry of Transportation and Infrastructure for a proposed parking expansion at Witchcraft Lake, the trailhead for Mt Benson Regional Park. Staff mailed letters and site plans to all Benson View Rd residents for information and feedback.

In August, staff reviewed community responses to the proposed parking expansion on Benson View Rd; due to substantial opposition, the parking issue was deferred to the Regional Parks and Trails Committee and residents were informed by letter that the RDN would not proceed with the proposed works. A Board Report was prepared on the subject (see Mount Benson Regional Park above).

Miscellaneous

Staff continued work on the following:

- Park inventory spreadsheet and effective registry of the park portfolio.
- Worked with GIS Mapping on the identification and civic numbering of community parks to be included in new ARC-GIS park finder.
- Attended SMS legal seminar on contracting.
- Participated in MIA webinar on insurance requirements for construction contracts.
- Provided interview to Business in Vancouver regarding non-BC Park campgrounds as a relatively unknown but great alternative to BC Parks.

- Met with the Mount Arrowsmith Biosphere Region and Oceanside Tourism on MABR's Amazing Places project. Reviewed process and approaches. Public input will be solicited through to the end of September, RDN Parks consulted as applicable, and first results expected to be viewable on the web by end of November.
- Liaised and met with the BC Marine Trail Network Association on their current project to create a Salish Sea Marine Trail as part of the Trans Canada Trail and in time for the TCT's 25th anniversary in 2017. Further to the Association's July presentation to the Regional Board, worked with the Association on a draft partnership agreement. Prepared a board report on the project for the September RPTSC and Board.
- Received and reviewed Tourism Vancouver Island's Phase II Hiking Experience report prepared by consultant Stantec.
- Received update from UBCM on Off-Road Vehicle legislation; conference call scheduled for mid-September to discuss interest in the Province's offer to local government to include their lands under the new legislation.
- Worked with Recreation staff to provide content and imagery for the Fall/Winter Active Living Guide.
- The new staff position of Superintendent of Parks Operations and Capital Projects was filled, and Mark Dobbs started in the early July.
- The new staff position of Parks Secretary has been posted and filled; Jenny Bannatyne has accepted the position and will start September 19th.
- Staff followed the improvements underway at Nanoose Place, including the preparation and construction of an expanded paved parking lot and new signage.
- Playground inspections were conducted throughout the region.
- Staff followed up on a request about "No Motors" signage at Spider Lake, conducted a site visit, and provided information obtained to RDN Planning Department.
- Parks Staff and Contractor provided regular watering's of unestablished trees and plantings throughout the district during the hot dry weather.

Park Use Permits and Events

Area A

Continued to work with the Nanaimo Skateboard Association on a permit for the September fundraiser in support of refurbishing Nanaimo's Hammond Bay skatepark. Site visit held with organizer to review issues arising from last year's event. Volunteer assistance with traffic management kindly being provided by JSK Traffic Services of Cedar.

Responded to a request to close the Nelson Road Boat Launch for several days in order to provide for construction access to a waterfront retaining wall site. Liaised with MFLNRO, MoTI, and Planning Services; provided brief for Area Director. Further to August 23rd Board resolution to deny closure of the Boat Launch for any significant time period, a set of conditions for Boat Launch use under a park use permit was issued to applicant.

Area B

Worked with non-profit Pacific Sport and the Gabriola Recreation Society on a park use permit for a three-day sports camp at Rollo McClay Community Park. In the end, the event was cancelled because of lack of enrollment.

Area C

Obtained confirmation that VIU/Mount Arrowsmith Biosphere Reserve will take ownership of the GLORIA high-alpine vegetation monitoring plots (part of an international global warming monitoring project) installed at four locations at Mount Arrowsmith Massif Regional Park prior to the Region's acquisition of the park. Park use permit issued to VIU to address the summer 2016 revisiting of the plots.

Worked with the Nanaimo & Area Land Trust on a park use permit to work with VIU on an update of vegetative plots identified in the 2006 Ursus review of then new Mount Benson Regional Park; permit approved.

Area E

Worked with Quality Foods on concluding the park use permit for their annual Teddy Bear Picnic at Jack Bagley Community Park; liaised with Corporate Services; permit issued.

Concluded work on a park use permit for use of Moorecroft Regional Park for an early August weekend wedding.

Continued to work with Chesapeake Shores film company and MoTI on use of Moorecroft Regional Park for parking of film vehicles. In the end, the firm identified a more appropriate arrangement for their vehicle parking and only one of four weeks' proposed use was made of the Regional Park.

Began work with Nanoose Elementary School Principal on start-up of 2016-17 outdoor classroom use of Moorecroft.

Area F

Continued to work with Bluegrass Festival organizers, Dashwood Volunteer Fire Department and Corporate Services on a park use permit for the July long weekend festival at Meadowood Community Park. Provided responses to concerns raised by residents in the neighbourhood. Engaged security firm for drive-by inspections of roads leading to the Festival over the holiday weekend; liaised with RCMP. Given plan approvals by all involved authorities and required insurance proof, park use permit for Festival approved. Event went off without issue, though at a financial loss for the organizers.

Received a park use permit application from the Corcan-Meadowood Residents' Association for a Canada Day Picnic at Meadowood Community Park; approved.

Worked with applicant on a park use permit for a wedding at Errington Community Park in October. Liaised with Errington Hall Board Association overseers of the Park regarding use of the Market's stage and power supply. Permit approved.

Worked with the BC Conservation Foundation regarding a permit to cover summer maintenance of their large woody debris (LWD) structures originally installed along Little Qualicum River Regional Park riverfront in 2003. BCCF obtained DFO and Provincial backing for structures over the long-term.

Area G

Concluded permit work and provided final assistance including gift bags to the Mid-Vancouver Island Habitat Enhancement Society (MVIHES) for their 7th annual June River Run event at Englishman River Regional Park (ERRP). Worked with MVIHES and RDN WaterSmart on a second park use permit, this for

installation of water flow data loggers along the ERRP waterfront at BC Conservation Foundation large woody debris sites; permit approved. Work with MVIHES in process on another permit for the staging of a Streamkeepers workshop along the side channel at ERRP in September.

Issued a park use permit to the Nanoose Walking Club for vehicular access and a walk and hatchery visit at Englishman River Regional Park.

Area H

Concluded a park use permit with the Silver Spur Riding Club regarding use of Wildwood Community Park and the Lighthouse Country Regional Trail (North Loop) as part of a weekend-long 17th Annual Vancouver Island Memorial Trail Ride in support of Oceanside Hospice. The event was staged out of the MFLNRO compound next door to Wildwood.



Per/ Manager of Parks Services



General Manager Concurrence

APPENDIX 'A'

LEASE AND SITE LICENCE

THIS AGREEMENT DATED FOR REFERENCE THIS 30th DAY of September, 2015.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, B.C.
V0R 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 31st 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 endure 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
- (ii) any release or alleged release of any Contaminants at or from the Premises related to or as a result of the use and occupation of the Premises or any act or omission of the Licensee or any person for whom it is in law responsible.

10.3. The obligations of the Licensee under paragraph 10.2. above shall survive the expiry or earlier termination of this License.

The Corporate Seal of the **Regional**)
District of Nanaimo was hereto affixed)
This ___ day of _____, 2015,)
In the presence of its authorized)
signatories: .)
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The Corporate Seal of the **Cedar**)
School and Community Enhancement)
Society was hereto)
affixed this ___ day of _____)
signatories:)
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Name:)
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Name:)