CORPORATE AND ADMINISTRATIVE SERVICES COMMITTEE



Thursday, March 23, 2017 SCRD Boardroom, 1975 Field Road

AGENDA

CALL TO ORDER: 9:30 a.m.

AGENDA

1. Adoption of Agenda

PETITIONS AND DELEGATIONS

2.	Selected Transit Schedule for Expansion I. BC Transit – Corey MacPherson, Regional Transit Manager	Annex A Pages 1-17
	 and Rob Williams, Senior Regional Transit Manager Staff Report: Manager, Transit and Fleet – Transit Expansion Implementation Plan (Voting – B, D, E, F, Sechelt, SIGD, Gibsons) 	Annex B pp. 18-21
REPOR	RTS	
3.	General Manager, Planning and Community Development – Coopers Green Management Plan Update (Voting – Electoral Area Directors)	Annex C pp. 22-29
4.	General Manager, Corporate Services / Chief Financial Officer – Gibsons and District Public Library – Revised Lease and Service Agreement (Voting – D, E, F, and ToG)	Annex D pp. 30-56
5.	Chief Administrative Officer – Fire Service Boundary Review (Voting – A, B, D, E, F and ToG)	Annex E pp. 57-60
6.	Senior Manager, Administration and Legislative Services – BC Hydro Request for Statutory Right of Way (Voting – All Directors)	Annex F pp. 61-73
7.	Senior Manager, Administration and Legislative Services – Pender Harbour Library Alternate Approval Process/ (Voting – All Directors)	Annex G pp. 74-78
8.	Asset Management Coordinator – 2017 Asset Management Update (Voting – All Directors)	Annex H pp. 79-80

9.	General Manager, Corporate Services / Chief Financial Officer – Grants Status Update (Voting – All Directors)	Annex I pp. 81-85
10.	Senior Manager, Administration and Legislative Services – 2016 Census Update Report (Voting – All Directors)	Annex J pp. 86-87
11.	Manager, Purchasing and Risk Management – Contracts between \$20,000 and \$100,000 (Voting – All Directors)	Annex K pp. 88-89
12.	Manager, Financial Services – Directors Constituency and Travel Expenses for period ending February 28, 2017 (Voting – All Directors)	Annex L pp. 90-91
13.	General Manager, Corporate Services / Chief Financial Officer – Archives (Voting – All Directors)	Annex M pp. 92-103

COMMUNICATIONS

14. Ministry of Environment
Regarding: Park Use Permit Amendment Application for Chapman Lake
(Voting – A, B, D, E, F and DoS)

Annex N
pp. 104-105

NEW BUSINESS

IN CAMERA

ADJOURNMENT

SCRD Corp. Administrative Services Committee

Transit Expansion Implementation Plan

March 23, 2017



Presentation Purpose

To provide an update on the proposed transit expansion due September 2017

Agenda

- Background
- Service Priority 1 Schedule Design
 - Survey
 - Scheduling & Data Analysis
- BC Ferries update
- Recommended Route & Schedule
- Implementation Timeline
- Next Steps







Background to Transit Expansion

The Direction – TFP A 25 year plan that:

- Creates a unified vision for transit in the region
- Guides and prioritizes future investment in the transit system
- Identifies key transit corridors and the supporting local transit network and infrastructure
- Encourages transit supportive land use
- Meets provincial and local targets













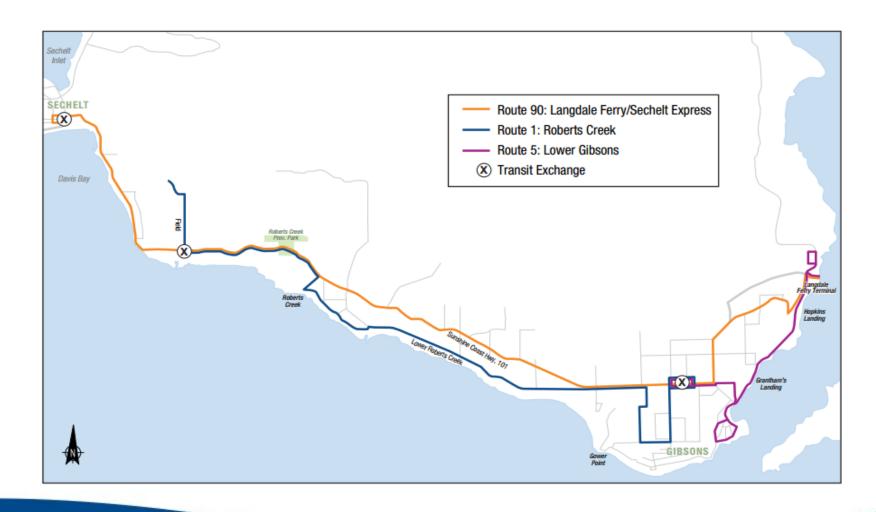
Background to Transit Expansion

- Transit Improvement Program (TIP)
- Expansion Presentation to ISC April 2016
- TIP MOU approved May 2016

PROPOSED EXPANSION INITIATIVES									
AOA Period	In Service Date	Annual Hours	Vehicle Requirements	Revenue	Total Costs*	Net Municipal Share			
		6,370	6	\$96,997	\$782,291	\$415,025			
2017/18	Sept 2017	Description	Service Priority 1 in Transit Future Plan - Route 90: Express on on half hourly frequency at peak, Route 1: Roberts Creek and Route 5: Lower Gibsons approximately hourly frequency						
		2,100	1	\$31,977	\$229,173	\$104,532			
2018/19	Sept 2018	Description	Bay on approx. hou	ority 6 - Increased frequency to serve Halfmoon hourly frequency Monday-Saturday with s of operation year round					
					840	1	\$3,987	\$114,548	\$72,012
2042/22	Sept 2019	Description	Transit Future Plan Pender Harbour	Service Prior	ity 4 - Introduce	Service to			
2019/20		200	-	\$3,481	\$19,658	\$6,998			
	Sept 2019	Description	Service Chatelech S (dependent upon C	_	_				

^{*} Vehicle costs do not reflect Standardized Lease Fees

Transit Expansion Service Priority 1 – TFP Routing







Transit Expansion Service Priority 1 – Design

Considerations

- Transfers at Field Road
 - » Residents are able to transfer to the 90 Express in either direction
- Medium duty vehicles
 - » APC data shows that capacity of medium duty vehicles for this service priority is sufficient.





Survey & Data Analysis Results

- 61% of respondents use Route 1 to go to and from Sechelt
- 15% of these cannot use Route 90 as an alternative
- Therefore a desire to design the schedule to enable Route 1 to go to Sechelt with limited trips to Field Road to align with SCRD Committee/Board meetings

Figure 4: Respondents using Route 1 to get to and from Sechelt

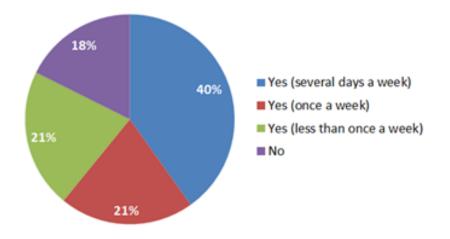
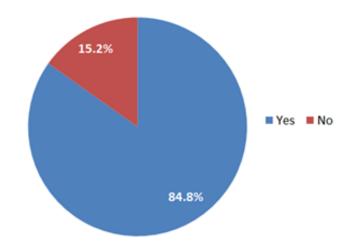


Figure 5: Respondents that use Route 90 as an alternative to Route 1 for trips to and from Sechelt







Survey & Data Analysis Results

- 24% of respondents use transit to connect to the ferry at lease 1-2 days per week
- Majority use Route 90 with 19% using Route 1 and a third using both routes to connect to the ferry
- Indicates a high demand for ferry connections from transit and need to still align with ferry schedules if insufficient frequency



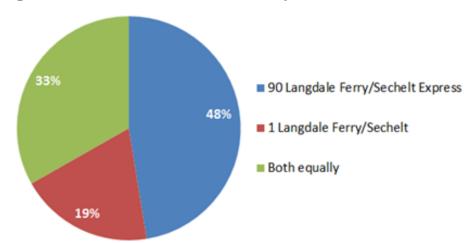
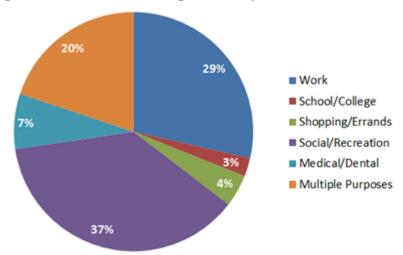


Figure 7: Reason for Connecting to the Ferry









Data Analysis Results

- Automated Passenger Count Data indicates sufficient capacity on a 30 foot medium duty Vicinity vehicle to allow for ridership on both Route 1 and Route 90.
 - Note: this is based upon winter and fall data analysis and does not account for potential higher summer ridership.

BC Ferries Update

- Proposed ferry schedule changes with major expansion due for implementation
 September 2017 if local support
- Improved on-time performance and reliability
- Potential for 2 schedule changes a year
- Considerable positive implications for transit ridership
- Currently undergoing FAC engagement with some opposition

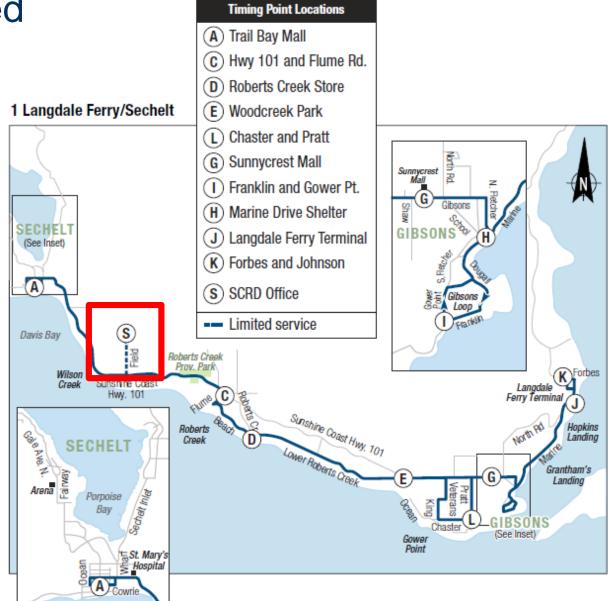




Preferred Transit Schedule Option

Schedule Option	Description
Preferred	 Route 90 is blocked individually with heavy duty vehicles. Route 1 is interlined with Routes 2, 3 and 4 on medium duty vehicles – could improve connections between service on community routes onwards to Gibsons and Langdale Route 90 - 30 minute service at peak times on weekdays Route 1 - hourly service all day on weekdays Sufficient recovery time - good on-time performance. Accommodates transit operator union rules

Recommended Routing



Sample: Route 90

 Dependent upon final Ferry Schedules

90 Langdale / Sechelt Express											
Sechelt to Gibsons to Langdale Ferry Langdale Ferry to Gibsons to Sechelt											
Monday to Friday											
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Infrastructure Requirements



- 2 new bus stop locations
 - Field Rd at Hwy 101 northbound (1)
 - > SCRD office (4)



 2 bus stop changes as part of MOTI betterment fund (2 & 3)

Implementation Timeline

Date*	Deliverable	Owner/Lead
Mar 2017	Infrastructure work commences	SCRD (MoTI)
May 2017	Schedules reviewed – timeline dependent upon final ferry schedules	BC Transit, SCRD
June 2017	Schedules finalized and provided to marketing and SCRD	BC Transit
July 2017	Draft Rider's Guide Completed for review	BC Transit
Aug 2017	Riders Guide sent to printer	BC Transit
Summer 2017	Public Information Sessions and transit promotions	SCRD, BC Transit
Aug 2017	Riders Guide released, website updated, – associated marketing	BC Transit (Marketing)
Sept 2017	Media release	BC Transit
Sept 5, 2017	Service Implementation	BC Transit, First Canada
2018	Service monitoring and reporting	BC Transit





Next Steps

 Approve and direct SCRD staff to work with BC Transit on the proposed Expansion Implementation Plan





Questions?



Myrna Moore — Senior Regional Transit Manager Myrna_Moore@bctransit.com (250.995.5612)

Corey McPherson – Regional Transit Manager, Operations <u>Corey_McPherson@bctransit.com</u> (250.995.5872)

> James Wadsworth - Planning Manager <u>James_Wadsworth@bctransit.com</u> (250.995.5675)





SUNSHINE COAST REGIONAL DISTRICT STAFF REPORT

TO: Corporate and Administrative Services Committee – March 23, 2017

AUTHOR: Gordon Dykstra, Manager, Transit and Fleet

SUBJECT: Transit Expansion Implementation Plan

RECOMMENDATION(S)

THAT the report titled Transit Expansion Implementation Plan be received for information.

BACKGROUND

The Transit Future Plan (TFP) was adopted by the Sunshine Coast Regional District (SCRD) Board January 23, 2014. The TFP included a sequence of priorities for improving transit service which have subsequently been used to plan expansion.

Following discussions, the SCRD confirm expansion priorities annually with BC Transit through the Transit Improvement Program (TIP). Under the TIP, proposed initiatives are reviewed by the SCRD in April, and approved initiatives are confirmed through a Memorandum of Understanding (MOU) signed in August.

Due to the proposed 2017 expansion requiring the purchase of new buses, the 2016 TIP timeline was moved ahead by several months. A Transit Expansion Priorities Report outlining expansion options was presented to the Board in April.

At the April 14, 2016 Regular Board Meeting of the Sunshine Coast Regional District (SCRD), the following resolution was adopted:

159/16 Recommendation No. 15 Transit Expansion Priorities

THAT the report titled "Transit Expansion Priorities" be received;

AND THAT the SCRD include the transit expansion items, identified in Option 1 of the Transit Expansion Priorities report, as part of the 2017- 2020 BC Transit service Transit Improvement Program (TIP) expansion Memorandum of Understanding;

AND FURTHER THAT the 2017-2021 Financial Plan be amended accordingly.

Expansion planning has been underway since the fourth quarter of 2016, and has included customer surveys, automated passenger counting and data analysis. This has resulted in the development and evaluation of several scheduling options utilizing the additional buses and service hours, and the selection of a preferred schedule.

At the March 7, 2017 Special Corporate and Administrative Services Committee (CAS), the following recommendation was made (not presented to SCRD Board prior to this meeting):

Recommendation No. 8 Public Transit [310] – 2017 R2 Budget Proposal

The Corporate and Administrative Services Committee recommended that the report titled 2017 R2 Budget Proposal for [310] Public Transit and the additional information titled Impacts of Transit Expansion be received;

AND THAT the following budget proposal be approved and incorporated into the 2017 Budget:

 Budget Proposal 1 – Increase Transit Base Budget for Transit Expansion, \$832,295 funded \$465,029 through taxation and \$367,266 by BC Transit inclusive of a 4.5 fte increase to the HR Plan effective September 1, 2017.

AND FURTHER THAT the 2017 budget values for transit expansion be prorated, \$275,000 funded \$155,000 through taxation and \$120,000 by BC Transit including 1.5 fte.

Pending final confirmation of the fall ferry schedule, planning is now complete with a transit schedule and draft design selected. The design would provide the service improvements outlined below and is illustrated further in the BC Transit presentation.

DISCUSSION

Transit expansion consists of approximately 6,370 additional service hours annually and six additional buses. A schedule utilizing these service hours provides the following:

- a) Route 90 Express service running every 30 minutes in morning and afternoon peak periods. These periods would be approximately 5:30 to 9:30 am, and 3:30 to 6:30 pm.
- b) Route 1 Local service running hourly from 5:00 am to midnight, with mid-sized buses.
- c) A schedule design with buses frequently arriving at the same time on the clock face ("clock-face headway").
- d) Weekday morning and afternoon trips serving the SCRD Field Road office.

The schedule allows for the following benefits:

- Increased frequency means reduced waiting, as well as less trip planning required for transit to be a viable alternative to car travel.
- Increased frequency on the Route 90 Express would reduce the impact on peak period commuters that must wait for the next bus when ferry arrival is delayed.
- "Clock face headway" makes transit schedules consistent and easier to recall, allowing users to plan trips with less need to refer to a schedule a factor in improving ridership.

- The new buses required (6) are a mid-sized design, providing increased fuel efficiency, reduced road wear and better maneuverability for Lower Gibsons and Roberts Creek.
- Mid-sized buses permit interlining the Route 1 with community Routes 2, 3, and 4 which currently use para-transit buses, thereby improving Route 1 connections to service for West Sechelt, Sechelt Arena, and Halfmoon Bay.

BC Ferries is currently working to reduce the number of yearly changes to their service schedule. This would enable transit to deliver the improved schedule more consistently throughout the year. Such consistency would reduce frustration around frequent transit schedule changes commonly heard during planning research and encourage transit as a travel habit.

Organizational and Intergovernmental Implications

As approved at the March 7, 2017 Special CAS Committee Meeting, support for this service requires an additional 3.3 Full-Time Equivalents (FTE's) for drivers, and 1.2 FTE's for support staff.

Financial Implications

The estimated budget for expansion is \$832,295 with an SCRD share of \$465,029. The tax impact for a residential property is estimated to be \$1.51 per \$100,000 of assessed value in 2017. The estimated impact thereafter will be \$4.62 per \$100,000. This estimate includes all service costs with the exception of any infrastructure costs that are the sole responsibility of the SCRD, such as bus radios or facility improvements.

The current funding model with the Province provides for base operating funding over 2015/16 – 2017/18 three year period. The 2017/18 draft budget received this coming fall represents year 3 of this funding agreement. BC Transit continues to work with the Province towards establishing the terms of the subsequent three year period (2018/19 to 2020/21). Pending final approval of the recently proposed Provincial budget, the foundation for the new 3-year funding agreement will be established. However, until a subsequent Operating Contribution Agreement is finalize, BC Transit is unable to provide funding forecasts for 2018/19 and 2019/20. Please note that BC Transit has advised the Ministry of Transportation and Infrastructure (MOTI) about the concerns of the SCRD regarding their 3-year budgets.

Timeline for next steps or estimated completion date

Details of the selected schedule option would be finalized upon confirmation of the BC Ferries schedule. A communication campaign would begin in May and schedule information would be distributed in August. Expanded service would be planned to begin on September 5, 2017.

Communications Strategy

Public information would be communicated regularly using a variety of media. Planned use of media includes the BC Transit and SCRD websites, on bus advertising, social media accounts, and the SCRD Bulletin as well as the Coast Current. BC Transit Rider Guides with the expanded service schedule would be available in early-August, accompanied by a media release. Public information sessions are also planned for August.

STRATEGIC PLAN AND RELATED POLICIES

Transit expansion supports the SCRD Key Strategic Priorities of "Embed Environmental Leadership", "Facilitate Community Development" and "Support Sustainable Economic Development". Expansion is aligned with the We Envision goal of doubling transit ridership over 2010 levels by 2020, and with key focus areas identified in the Integrated Transportation Study.

CONCLUSION

The planning work and sample schedule presented fulfill the objectives of the Transit Future Plan adopted in 2014. Funding has been incorporated into the budget and staffing needs have been incorporated into the Human Resources plan.

Staff recommend that the SCRD Board receive this report for information.

Reviewed by:							
Manager	Z-GMD	Finance	X-TP				
GM		Legislative					
CAO	X-JL	Other					

SUNSHINE COAST REGIONAL DISTRICT STAFF REPORT

TO: Corporate and Administrative Services Committee – March 23, 2017

AUTHOR: Ian Hall, General Manger, Planning and Community Development

SUBJECT: COOPERS GREEN HALL DESIGN - COMMUNITY DESIGN PRIORITIES AND PROJECT

UPDATE

RECOMMENDATION(S)

THAT the report titled Coopers Green Hall Design – Community Design Priorities and Project Update be received;

AND THAT the Coopers Green Hall Replacement Design Task Force Terms of Reference be adopted;

AND FURTHER THAT staff be authorized to proceed with advertising for members.

BACKGROUND

In 2016 the SCRD Board approved a budget initiative for Coopers Green Park – Hall and Parking Design. This report provides an update on progress of this project. As discussed below, components of this work have been completed and staff are prepared to take the next step with the community on developing a hall design.

A memorandum of understanding with the Halfmoon Bay Community Association (formerly the Welcome Beach Community Association) is foundational to the project and sets the stage for cooperation and collaboration on planning and fundraising for hall replacement.

Hall replacement is contemplated and planned for in the Coopers Green Park Management Plan (January 2016).

DISCUSSION

Work Completed to Date:

- A parking plan has been developed, approved by the Ministry of Transportation and Infrastructure (MoTI), and required variances secured. The plan optimizes use of space and provides for up to 40 additional parking spots for a total of 83 spots (93% increase).
 Grading, surfacing and signage improvements will be required to implement the plan.
- A structural assessment of the boat ramp was completed November 16, 2016 and concluded that in its current condition that the ramp should only be used for recreational vehicle use only. The recommended maximum weight would be a full size truck trailering a 25 boat.

- A geotechnical review of the park is not complete pending the issuance of archeological permit (in progress). This review is needed as a basis for planning as siting of a replacement building may be impacted by archeological, septic and geotechnical considerations.
- On November 17, 2016 SCRD staff hosted a community forum at the Coopers Green Hall to gather input for the design of the new hall. A brief history of the project and previous work was included to provide background and to build off information gathered at previous events. Staff from the planning, parks and recreation divisions were on hand to speak with community members to answer questions and to help record feedback.
- Based on suggestions from the community at the November forum, follow-up conversations and a survey were conducted with community school/parent groups in December 2016 and January 2017.
- A summary of community design priorities is included in Attachment A.
- In addition to feedback on hall replacement, a number of comments were received on the operation of the boat ramp in Coopers Green Park. Staff are analyzing these comments and may produce a future staff report on opportunities.

Next Steps/Communication Plan:

Next steps are:

- 1. Check back with the community on design priorities (feedback loop). Website, email and open house approaches will be used to check, adjust and confirm design priorities. This step will occur in April 2017.
- 2. Issue RFP for design services Spring 2017.
- 3. Working with contracted design professional, establish a Coopers Green Hall Replacement Design Task Force and plan for a broad community engagement opportunity as the design is developed (contemplated as an open house). Terms of Reference for the Task Force are provided as Attachment B. The task force is recommended to have 7 members, of whom up to 4 are members of the Halfmoon Bay Community Association who can support the operationalization of the SCRD-Halfmoon Bay Community Association memorandum of understanding.

Fundraising Update:

- Staff are monitoring opportunities for grants and donations. This effort will ramp up as the
 design phase of the project moves closer to completion; many prospective funders require
 projects to be shovel-ready.
- The Halfmoon Bay Community Association is continuing fundraising efforts, and raised over \$20,000 in support of hall replacement in 2016.

Financial Implications:

None. Budgeted funds are in place to support next steps.

STRATEGIC PLAN AND RELATED POLICIES

The community engagement process applied to this project aligns with the SCRD value of collaboration. Community halls are key venues for supporting the strategic priority of community development. This project and the approach being applied speak to SCRD's vision of generational inclusion, unique coastal culture and connection to nature.

CONCLUSION

The development of a replacement design for Coopers Green Hall is underway. This winter community design priorities were researched. Following a check-back with the community staff are prepared to take the next step in this project. Terms of reference for a task force to support this next step are recommended for adoption.

Reviewed by:							
Manager		Finance	X-TP				
GM	X-IH	Legislative	X-AL				
CAO	X-JL	Other	X-TF, AA,				
			KP, BWo				

Attachments:

Attachment A: Coopers Green Hall Replacement - Community Design Priorities

Attachment B: Coopers Green Hall Replacement Design Task Force Terms of Reference

Attachment A

Coopers Green Hall Replacement - Summary of Community Design Priorities

On November 17, 2016 SCRD staff hosted a community forum at the Coopers Green Hall to gather input for the design of the new hall. A brief history of the project and previous work was included to provide background and to build off information gathered at previous events. Staff from the planning, parks and recreation divisions were on hand to speak with community members to answer questions and to help record feedback.

Based on suggestions from the community, follow-up conversations and a survey were conducted with community school/parent groups in December 2016 and January 2017.

Below is a summary of comments received, focused on key design aspects. Items in **bold text** indicate areas of greater consensus. A complete record of feedback received, as well as community input received during the development of the Coopers Green Park Management Plan is available.

Aspect		Summary of Comments					
Siting & Acc	ess	Balance park and building access to waterfront Pay careful attention to orientation to water and site Careful attention to parking and access to hall from parking areas is needed Manage building footprint and siting within park to balance park space/uses with hall					
Floorplan		 Increase occupancy to 120 persons A flexible space arrangement that can be configured for a variety of types and sizes of events is preferred, for example: meetings (various sizes), movie nights, fitness classes, community dinners, pickleball Open, connected to outdoors Interest in gear storage locker for Royal Canadian Marine Search and Rescue (requires further investigation) 					
Building	Views	Celebrate the waterfront location, balance park and building access to views					
Attributes	Exterior	 Integration of barbecue/food preparation area Aesthetics that respect and relate to community and site The red roof is a character defining element of the hall Integration of outdoor weather-protected space Consider needs of beach users (change area, outdoor showers) 					
	Interior	 Functional, food safe commercial kitchen Plan for audio-visual system and wi-fi Consider acoustics Storage for tables, chairs and program supplies Adjustable lighting for a variety of activities Fresh air through means such as operable windows Flooring suitable for a range of activities including exercise Electrical connections to crafting such as sewing Accessible, family-friendly washrooms Coat storage 					

TERMS OF REFERENCE

COOPERS GREEN HALL REPLACEMENT DESIGN TASK FORCE

April 2017 - Draft

1. Purpose

- 1.1 The purpose of the Coopers Green Hall Replacement Design Task Force is to:
 - a. Provide advice toward the preparation of a design for the replacement of Coopers Green Hall which will be provided to the Board of the Sunshine Coast Regional District.
 - b. Review background information on Coopers Green Park and Hall.

2. Duties

- 2.1 The Coopers Green Hall Replacement Design Task Force will:
 - a. Review background information on priorities and constraints for the replacement of Coopers Green Hall to inform the development of a design for the new hall. This will include information, recommendations and ideas offered from the public through the 2016 SCRD Coopers Green Hall community forum, follow-up survey responses and other documents, onsite (ground truthing) visits and an open house.
 - b. Engage and involve the public in the hall design that is being developed.
 - c. Assess siting and design strategies to optimize the value a replacement hall would provide to the SCRD and to the community.
 - d. Provide input and recommendations on hall design options.
- 2.2 The Task Force will be dissolved upon completion of the Coopers Green Hall Replacement Design final recommendations.

3. Membership

- 3.1 The Coopers Green Hall Replacement Design Task Force will be comprised of seven (7) members appointed by the SCRD Board with:
 - a. a diversity of relevant interests, expertise and knowledge
 - b. an emphasis on Halfmoon Bay community representation
 - c. an invitation extended to the shishalh Nation to be involved in this process as fits their needs
- 3.2 Regional District staff will be assigned to serve in a liaison capacity. The role of the staff liaison may include:
 - a. providing information and professional advice.
 - b. facilitating and/or co-chairing meetings.

- c. assisting the Task Force secretary in writing reports and recommendations to the Board as requested by the Task Force.
- d. bringing such matters to the Task Force's attention as are appropriate for it to consider in support of Regional District Board direction.
- e. serving as one of the communication channels to and from the Board.
- f. providing advice to the Board that is at variance to a Task Force recommendation.
- 3.3 The Chair and Vice Chair will be elected by members of the Coopers Green Hall Replacement Task Force.

4. Operations

- 4.1 Four (4) voting members of the Coopers Green Hall Replacement Design Task Force will constitute a quorum.
- 4.2 The Task Force will meet a maximum of 6 times and organize and attend one public open house in order to complete its mandate.
- 4.3 The Task Force will operate on a consensus basis where possible.
- 4.4 Where consensus cannot be achieved the Task Force will provide details and rationale explaining any differences of opinion amongst members. Staff will then forward the opinions, as options, to the Regional District Board prior to presentation of a draft Coopers Green Hall Replacement Design.
- 4.5 All Task Force meetings must be open to the public except where the Task Force resolves to close a portion of it pursuant to Section 90 of the *Community Charter*.
- 4.6 The authority of the Coopers Green Hall Replacement Design Task Force is limited as follows:
 - a. The Task Force does not have the authority to bind the SCRD in any way, nor engage or otherwise contact third parties, consultants, organizations or authorities in a manner which may appear to be officially representing the SCRD.
 - b. The Task Force may communicate with external organizations and agencies to collect information and make inquiries.
 - c. Where the Task Force wishes to express opinions or make recommendations to external organizations and agencies, it must first obtain authorization from the SCRD Board.
- 4.7 Task Force members are encouraged to:
 - a. attend and participate in meetings of the Task Force.
 - b. share experiences and ideas while maintaining an open mind to others' perspectives.
 - c. report to the appropriate Standing Committee and Regional District staff.

- 4.8 Members who are absent for four consecutive regularly scheduled meetings will be deemed to have resigned their position unless the absence is because of illness or injury or is with the leave of the SCRD Board.
- 4.9 In carrying out its mandate, the Task Force will work towards conducting operations in a way that:
 - a. improves the economic, environmental and social well-being for present and future generations.
 - b. encourages and fosters community involvement.
 - c. enhances the friendly, caring character of the community.
 - d. maintains an open, accountable and effective operation.
 - e. preserves and enhances the unique mix of natural ecosystems and green spaces in the SCRD.
 - f. is consistent with the goals and objectives of the SCRD's strategic plan.
 - g. recognizes advisory Task Forces are one of many channels that the Regional Board may utilize to obtain opinions and advice when making decision.
- 4.10 The SCRD will provide a recording secretary whose duties will include:
 - a. preparing meeting agendas and distributing them to the Task Force members in advance of the meeting.
 - b. preparing minutes of all meetings using SCRD standard practices.
 - c. forwarding the minutes to the Task Force Chair for review prior to submitting to the appropriate Standing Committee.
 - d. forwarding the approved minutes to the Coopers Green Hall Replacement Design Task Force for further consideration and approval.
- 4.11 Unless otherwise provided for, meetings shall be conducted in accordance with the rules of procedure set out in the SCRD Procedure Bylaw.
- 4.12 Task Force members are subject to the Conflict of Interest legislation outlined in Section 100 109 of the *Community Charter*. The terms "Council" and "Task Force" shall be interchangeable for the purpose of interpretation of these sections.
- 4.13 Task Force members must respect and maintain the confidentiality of the issues brought before them.
- 4.14 Task Force members serve without remuneration but may be eligible to have reasonable expenses reimbursed in accordance with the SCRD Policy on Committee Volunteer Meeting Expenses.

5. Reference Documents

- 5.1 SCRD Procedure Bylaw No. 474
- 5.2 *Community Charter*, Section 100 109 Conflict of Interest
- 5.3 Community Charter, Section 90 Open/Closed Meeting

Approval Date:	Resolution No.	
Amendment Date:	Resolution No.	
Amendment Date:	Resolution No.	

SUNSHINE COAST REGIONAL DISTRICT STAFF REPORT

TO: Corporate and Administrative Services Committee – March 23, 2017

AUTHOR: Tina Perreault, General Manager, Corporate Services / Chief Financial Officer

SUBJECT: GIBSONS AND DISTRICT PUBLIC LIBRARY- REVISED LEASE AND SERVICE

AGREEMENT

RECOMMENDATION(S)

THAT the report titled Gibsons and District Public Library- Revised Lease and Service Agreement be received;

AND THAT the Lease including Schedule B-Building Maintenance Responsibilities with the Gibsons and District Public Library Association be approved;

AND THAT the 2017 Service Agreement with the Gibsons and District Library Association be approved;

AND THAT both the Lease and Service Agreement be forwarded to the Gibsons and District Library Association for final approval and execution;

AND FURTHER THAT the SCRD Board Chair and Corporate Officer be authorized to execute the Lease and Service Agreement.

BACKGROUND

At the December 10, 2015 Regular Board meeting resolution 445/15 was passed, excerpt below:

Recommendation No. 3 Gibsons and District Public Library Association Agreements

The Corporate and Administrative Services Committee recommended that the report titled "Gibsons and District Public Library Association Agreements" be received:

AND THAT the 1996 lease agreement between the Gibsons and District Public Library Association and the Sunshine Coast Regional District be updated;

AND FURTHER THAT a funding agreement between the Gibsons and District Public Library Association and the Sunshine Coast Regional District for the provision of library services be created.

A copy of the December 3, 2015 staff report is attached for reference (Attachment A).

The purpose of this report is to approve the revised Lease agreement which provides clarity on roles and responsibilities associated with the maintenance of the Building, as well as approving the Service and Funding Agreement with the Gibsons and District Public Library Association (GDPLA).

DISCUSSION

The GDPLA Board and Staff met several times in 2016/17 to draft a revised lease and develop a new service/funding agreement. Both the GDPLA and the SCRD Staff have agreed to the recommended changes and draft agreements to present to the respective Boards.

Lease and Maintenance Agreement

The initial lease with the GDPLA and the Sunshine Coast Regional District (SCRD) was approved in 1996 and no revisions have been done since that time. The purpose of amending the Lease is to provide clarity on the roles and responsibilities associated with the maintenance of the building, as this has been an issue over the years.

The revised Lease includes a new "Schedule B" outlining in detail the maintenance items and the associated responsibilities. Both the GDPLA and the SCRD staff have agreed to the recommended changes. Some items have been transferred to the SCRD from the GDPLA and some have been added to GDPLA. Highlights of the more material changes are as follows:

Item	GDPLA	SCRD	Financial Implication
HVAC Maintenance	X	✓	Yes
All Fire Protection	×	✓	Yes
Building Exterior: Landscaping	×		Yes
Parking Garage	√		Yes

✓-New or additional responsibility

X- Reduction or change in responsibility

The proposed changes are to ensure the building is maintained consistently with other SCRD facilities, align the maintenance to repairs of assets, maximize the useful life of assets and supports the SCRD's Asset Management Plan. It is also recognizes that the Association's purpose is to provide library services to the SCRD and may not be best served by doing building maintenance tasks.

An example where maintenance didn't align with the repairs is for the HVAC units. Contract and maintenance of the units were the responsibility of the Library, however, any repairs or replacement of the units were the responsibility of the SCRD. This makes it difficult for the SCRD to link maintenance history with required repairs.

Therefore, it is recommended that the revised Lease and Schedule B be approved as presented.

Service and Funding Agreement

This is the first Service and Funding Agreement for the GDPLA which includes all the funding partners. It represents both the participants for Area F (West Howe Sound), Area E (Elphinstone), and Town of Gibsons (Bylaw 1018) as well as Roberts Creek (Bylaw 1043.1). There have been past agreements, between the GDPLA for Roberts Creek Library services, however, they have not been consistently maintained (2003, 2005, 2006, & 2007).

The proposed draft Service and Funding Agreement is only for the current funding year (2017). Future Agreements may be for a multi-year timeframe. The GDPLA will be entering into collective bargaining as the current contract ends December 2017, so they require more time to work toward a longer term Agreement.

Organizational and Intergovernmental Implications

In regards to the revised Lease, the new maintenance responsibilities will be executed by the SCRD's Building Maintenance Division and all other matters will be managed by SCRD's Chief Financial Officer (CFO). Staff for both organizations continue to work together on communication and consultation protocols for the changes in roles and responsibilities for the building. Ensuring there is minimal impact to service delivery is a critical focus.

Both the SCRD and the GDPLA will continue to work toward a multi-year Service and Funding Agreement if that is the desire of both parties. The benefit would provide a more accurate Financial Plan for the SCRD and funding surety for the GDPLA.

Financial Implications

In preparing the 2017-2021 Financial Plan, SCRD staff prepared a Budget Proposal for building maintenance in the amount of \$30,000. This was in anticipation of the updated Lease Agreement and new maintenance responsibilities for the HVAC units, landscaping and fire protection. Therefore, it is not anticipated there will be any additional financial implications at this time.

In 2016, the GDPLA budgeted \$21,000 for maintenance and budgeted the same amount in 2017 (Attachment F). According to Library Staff the 2016 amount comprised of the following: \$1,200 landscaping, \$1,065 for HVAC maintenance; janitorial \$15,000 and \$3,735 for other building repairs which included a small amount for some fire protection items. The GDPLA requested to keep \$21,000 in the 2017 budget to determine what the financial implication will be as a result of adding the parking garage maintenance.

There will be a review toward the end of 2017 to see if any amendments are required by either the SCRD or GDPLA for the 2018 Budget.

Timeline for next steps or estimated completion date

If the SCRD Board approves both Agreements they will be forwarded to the GDPLA for final execution.

STRATEGIC PLAN AND RELATED POLICIES

Preparing these agreements align with the Boards Strategic goals of "Ensuring Fiscal Sustainability" and "Facilitate Community Development" as well as the values of "Collaboration, Equity, and Transparency.

CONCLUSION

The revised Lease provides clarity on the roles and responsibilities for maintenance of the building and helps to facilitate alignment for the service delivery.

The Service and Funding Agreement is critical in providing clarity on funding objectives, transparency to the public, and protects both parties from any potential risks.

It is recommended that both the revised Lease including Schedule B, and new Service and Funding Agreement be approved and forwarded to the respective parties for execution.

Attachments:

- A December 3, 2015-Staff Report-Gibsons and District Public Library Agreements
- B Revised Draft Lease and Maintenance Agreement with Gibsons and District Library Association
- C Draft Service and Funding Agreement with the Gibsons and District Library Association
- D Gibsons and District Library Service- Bylaw 1018
- E Roberts Creek Library Service-Bylaw 1043 and 1043.1
- F Gibsons and Distract Public Library Association 2017 Budget

Reviewed by:			
Manager		Finance	X-TP
GM		Legislative	X-AL
CAO	X-JL	Other	

SCRD STAFF REPORT

DATE: November 20, 2015

TO: Special Corporate and Administrative Services Committee – December 3, 2015

FROM: Tina Perreault, Treasurer

RE: Gibsons and District Public Library Association Agreements

RECOMMENDATION

THAT the report regarding "Gibsons and District Public Library Association Agreements" be received;

AND THAT the 1996 lease agreement between the Gibsons and District Public Library Association and the Sunshine Coast Regional District be updated;

AND FURTHER THAT a funding agreement between the Gibsons and District Public Library Association and the Sunshine Coast Regional District for the provision of library services be created.

BACKGROUND

The current lease agreement between the Gibsons & District Public Library Association (GDPLA) and the Sunshine Coast Regional District (SCRD) was created and signed in 1996 when the library building first opened. It renews every five years and has a term end of December 31, 2049. The agreement has never been updated and is reaching the end of a five year term, which is December 31st, 2015, providing an opportunity for review. It is attached for reference (Attachment A).

Bylaw 1018 (Attachment B) provides the authority to give an operating grant to the GDPLA. However, there is not a supplemental funding agreement between the GDPLA and the SCRD outlining funding expectations. There has been past agreements between the GDPLA and the SCRD for the provision of funding from the Roberts Creek Library Service from 2003-2008 (Attachment C).

DISCUSSION

Lease Agreement

One of the key items in the current lease agreement that Staff have identified that could be clarified or revised relate to building maintenance. Staff propose adding a "Schedule A" to the lease agreement detailing what each party is responsible for. A draft example has been attached (Attachment D) for reference. Other than building maintenance, the agreement has been functioning well.

Funding Agreement

When the SCRD provides an operating grant to a third party, a funding agreement is drafted and signed by both parties. The purpose of a funding agreement is to provide clarity on funding objectives, transparency to the public, and protects both parties from any potential risks. The SCRD currently doesn't have an agreement with the GDPLA and it is recommended that an agreement be drafted. Both the SCRD and Library Boards must determine if the agreement will be drafted annually or for up to a five year term. A singular funding agreement between the SCRD and the GDPLA can be drafted to also include the Roberts Creek Library Service funding component.

Once Staff have drafted the lease and funding agreements they will be forwarded to both the Library and SCRD Boards for review and approval.

LEASE AGREEMENT

GIBSONS AND DISTRICT PUBLIC LIBRARY

This Lease	Agreement (the	"Agreement") dated for	reference th	ne day o	f, 2	2017.

BETWEEN:

SUNSHINE COAST REGIONAL DISTRICT

1975 Field Road Sechelt, British Columbia V0N 3A1

(the "Regional District")

AND

GIBSONS AND DISTRICT PUBLIC LIBRARY ASSOCATION

470 South Fletcher Road Box 190 Gibsons, British Columbia V0N 1V0

(the "Association")

WHEREAS the Regional District is the leaseholder for lands in the New Westminster Assessment Area, legally described as Lot 4, Block A, District Lot 686, Plan 14197, and the owner of the building constructed thereon;

AND WHEREAS the terms of said lease provide that the Regional District may enter into an Agreement with the Association to operate and manage a public library;

AND WHEREAS the Association is formed by the Province of British Columbia, under the *Library Act*, and has the authority to enter into this Agreement under Section 2(b)(ii) and 2(c);

AND WHEREAS the Association desires to lease the abovementioned building, the location of which is shown outlined in red on the plan attached hereto as Schedule "A" (the "Premises") from the Regional District and the Regional District is agreeable to leasing such Premises to the Association, on the terms and conditions and for the purposes set out herein;

NOW THEREFORE in consideration of the provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, the Regional District and the Association hereby agree as follows:

1. Demise

The Regional District grants and demises to the Association a Lease for exclusive occupation and possession of the Premises for a Term defined herein.

2. Term

The term of the Agreement shall be subject to provisions herein dealing with renewal and termination, be for a period from the date first written above to five (5) years from that date.

3. Renewal

The Association may renew this Agreement on the same terms and conditions herein for successive five (5) year terms up to (7) times, and a final term to end on December 31, 2051. Renewal shall be automatic without any notice being required to be given to the Regional District by the Association.

4. Purposes

The Association covenants and agrees that the Premises shall be used only for a Public Library and uses ancillary thereto.

5. Association's Covenants

The Association covenants with the Regional District:

- a) To pay rent to the Regional District in the amount of One (\$1) per annum, for a total of \$5 for the term, on the first day of the month commencing on the date first written above;
- b) To provide required maintenance, including but not limited to the maintenance items listed on Schedule "B" (Building Maintenance Responsibilities of the Association and Regional District);
- c) The Regional District may enter and view state of repair and that the Association will repair according to notice, reasonable wear and tear excepted;
- d) The Association shall not assign, sublet or transfer its interest in the Premises without first obtaining the permission of the Regional District, such permission not to be unreasonably withheld;
- e) The Association shall leave the Premises in good repair;
- f) The Association shall be responsible for all operating costs, maintenance, taxes and other expenses, including electricity, telephone, water, sewer and garbage services connected with occupation of the Premises;
- g) The Association will provide all risks comprehensive general liability insurance in a minimum amount of \$2 million with the Regional District as an additional

named insured, with terms and conditions of such policy to the reasonable satisfaction of the Regional District and to be approved by the Regional District in advance:

- h) AND to indemnify and save the Regional District harmless from and against any claim, debt, demand or loss that arises out of or is in any way due to or connected with the Association's use or occupation of the Premises, including notwithstanding the generality of the foregoing, person injury, death or property damage to or suffered by any person using or present at the Premises;
- i) AND to abide by all laws, bylaws and regulations in force from time to time.

6. Regional District's Covenants

The Regional District covenants with the Association:

- a) To provide quiet enjoyment and allow the Association exclusive occupation of the Premises:
- b) To provide required maintenance, including but not limited to the maintenance items listed on Schedule "B" (Building Maintenance Responsibilities of the Association and Regional District);
- c) To provide building insurance, including insurance against damage caused by vandals.
- 7. The Regional District and the Association agree that the Association may at its sole option terminate this Agreement by providing ninety (90) days' notice in writing to the Regional District.

8. General Provisions

The Regional District and the Association agree that this Agreement may be amended from time to time provided such amendments are mutually agreed upon and in writing, signed by both parties.

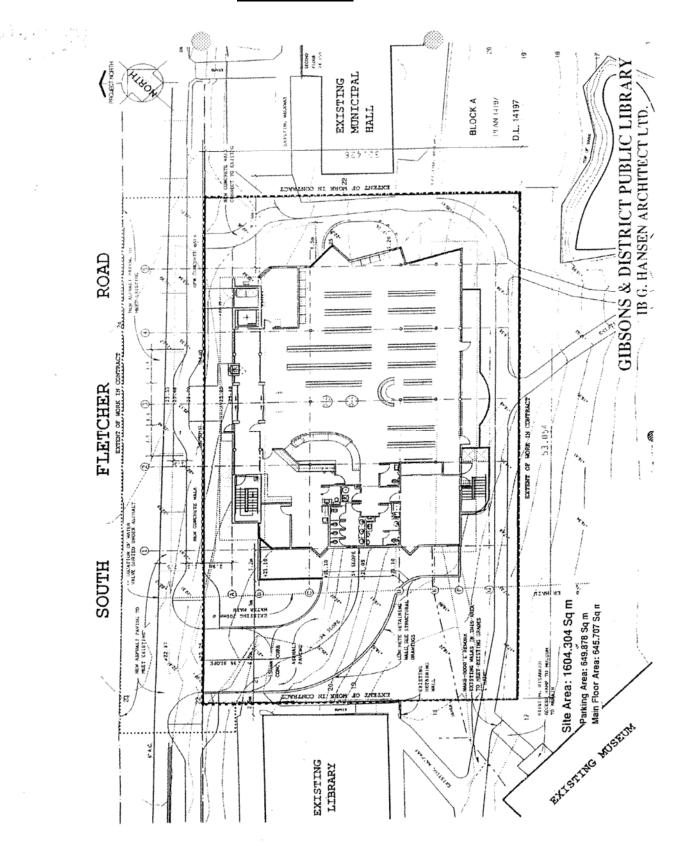
- 9. This Agreement embodies the entire agreement and understanding between parties and there are no warranties, representations, terms, conditions or collateral agreements express or implied or statutory other than expressly set forth in this Agreement.
- 10. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and other legal representatives and, to the extent permitted hereunder, their respective successors and assigns.
- 11. All notices and other communications required or permitted to be given hereunder shall be in writing and may be given by mail, postage prepaid, addressed to the respective parties at the addresses shown on the first page of this Agreement or to such other address in British Columbia as either party may provide in writing to the other pursuant to the provisions of this paragraph. Time periods shall commence on the date of mailing of a notice. Any notice which is required or permitted to be given within a stated period of time shall be considered properly given within the time stipulated if postmarked before midnight Five clear days before the last day of such period. Time shall be of the essence of this Agreement. This Agreement is not intended to create any registrable

interest in the Premises and the Association shall not register this Agreement in any Land Title Office

IN WITNESS WHEREOF the Regional District and Association have hereunto set their respective hands and affixed their seals on the day and year first above written.

The Corporate Seal of the Sunshine Coast Regional District was hereto affixed in the presence of:)))) (C/S)
Chair	<u> </u>
)) _)
Corporate Officer)
The Seal of the Gibsons and District Public Library Association was hereto affixed in the presence of:)))) (C/S)
Authorized Signatory)
) -)
Authorized Signatory)

Schedule A



Schedule B

Building Maintenance Responsibilities of the Association and Regional District

All maintenance items are to be completed as required unless otherwise noted and both parties agree to complete tasks within a reasonable timeframe.

Maintenance Item	Association's Responsibilities	Regional District's Responsibilities
Building Exterior	Maintenance of exterior items, garbage enclosure, and signage	Maintenance of building envelope and structural integrity and perimeter vegetation and trees
	Includes:	Includes:
	 Regular cleaning of garbage enclosure area Repair or replacement of exterior signage Grounds cleaning as required Window and sill cleaning (interior and exterior) Parking lot sweeping 	 Inspection and cleaning of roof, fascia, soffits, gutters, and canopy Repair or replacement, and repainting, of stucco cladding Replacement of exterior sealants Repair or replacement of doors, windows, guardrails, and security fencing Exterior pest control Removal and replacement of dead or undesirable vegetation and trees Removal of vegetation climbing or abutting the building envelope Pruning of trees Sprinkler inspection and maintenance
Building Interior	Maintenance of interior fittings and furnishings	Maintenance of structural features, interior doors and finishes, and stairwells
	 Includes: Regular janitorial cleaning services Repair or replacement of counters, cabinetry, shelving, and office and patron furniture Repainting and minor repair of interior walls 	 Includes: Repair to interior structural columns Repair or replacement of doors, floor coverings, and ceiling tiles Repair or replacement of stair nosing and tread, and handrails Interior pest control

Maintenance Item	Association's Responsibilities	Regional District's Responsibilities
Building Services – Plumbing	Minor maintenance of plumbing fixtures and piping	Replacement of plumbing fixtures and maintenance of plumbing services
	Includes:	Includes:
	 Unplugging of debris in fixtures and piping Repair of minor leaks in toilets, urinals, sinks, and faucets 	 Repair and / or Replacement of toilets, urinals, sinks, and faucets including major leaks Repair or replacement of water heater Repair or replacement of failing water and wastewater piping
Building Services - HVAC	The Association is not responsible for maintaining the HVAC systems	Major and Minor maintenance of HVAC system
		Includes:
		 Inspection of rooftop units and filter replacement Replacement of rooftop units Repair or replacement of ductwork, air diffusers, and thermostat controls Inspection of air diffusers for rust, dampness, or microbial growth Removal of dirt and debris from air diffusers
Building Services	The Association is not	Maintenance of fire protection systems
Fire Protection	responsible for maintaining the fire protection systems	Includes:
	me protection systems	Inspection and testing, and repair or replacement of the sprinkler system and fire extinguishers
Building Services – Electrical	Minor maintenance of electrical services	Major maintenance of electrical services
	Includes:	Includes:
	Replacement of light bulbs	Repair or replacement of control panel, branch wiring, interior and exterior lighting, and security, fire alarm, and telephone systems
Parking Garage	Cleaning of parking garage	Maintenance of parking garage surface
	area	Includes:
	Includes:	Parking gate and access door
	Regular cleaning of refuse and debris from parking garage area and rain water drains	 Repair or resurfacing of asphalt surface Repainting of parking lot lines

FUNDING AND SERVICE AGREEMENT

GIBSONS AND DISTRICT PUBLIC LIBRARY

This Memorar	dum of Understanding dated for reference the day of, 2017.
BETWEEN:	
	SUNSHINE COAST REGIONAL DISTRICT 1975 Field Road Sechelt, BC V0N 3A1
	(the "Regional District")
AND:	GIBSONS AND DISTRICT PUBLIC LIBRARY ASSOCIATION 470 South Fletcher Road, Box 190 Gibsons, BC V0N 1V0

WHEREAS:

A. The Regional District has the authority under Section 263(1) (c) of the *Local Government Act* "to provide assistance for the purposes of benefitting the community or any aspect of the community" and under Section 274 of the *Local Government Act* "Despite section 273 and in addition to the power under section 263(1) (c), a Board may provide assistance under a partnering agreement."

(the "Library")

- B. The Sunshine Coast Regional District adopted *West Howe Sound Library Operating Grant Service Bylaw No. 1018* to provide operating funds to the Gibsons and District Public Library Association on behalf of the participating members, namely Electoral Areas E Elphinstone, F West Howe Sound, and the Town of Gibsons.
- C. The Sunshine Coast Regional District adopted *Roberts Creek Library Service*Establishment Bylaw No. 1043.1 to provide a library service for Electoral Area D Roberts

 Creek.

- D. The Regional District, under the authority stated in Part A-C wish to enter into a one year Funding and Service Agreement (the "Agreement") with the Library for the purpose of certainty for the provision of library services as noted in Schedule A. Both parties intend to negotiate a new "Agreement" to commence in January 2018 through to a period to be determined.
- E. The Library is an Association, formed by the Province of British Columbia, under the *Library Act*, which establishes the framework for the provision of library services by an association under Section 2(b) (ii) and 2(c). The Library Association has established by-laws, governance and operational policies for the provision of library services within the terms of the *Library Act* and reports to the Libraries Branch of the Ministry of Education. The Library has the authority to enter into this Funding Agreement under section 48(1) (c) and (5) of the *Library Act*.

NOW THEREFORE, in consideration of the mutual promises set out herein, the parties agree as follows:

1.0 Funding Commitment

- 1.1 The Regional District shall provide assistance to the Library in the amount of \$583,656 over the term of the agreement and in accordance with the terms described in Schedule A.
- 1.2 The Regional District will forward payments to the Library in equal monthly instalments so long as the Library continues as an association providing library services as outlined in Schedule A on the following terms:
 - January-March payments-based on the prior year's monthly amounts.
 - April-December-adjusted based on the funding approved for the current year.
- 1.3 The Regional District will meet with the Library annually, at a time as determined by the parties, for a Library Planning Meeting (the "Meeting") to review the Library's proposed budget for the following year.
- 1.4 The Library's budget requests for the following year will be considered through the SCRD's annual budgeting process. Final approval will be provided after the SCRD's Financial Plan Bylaw is adopted at which time the agreement will be renewed.

2.0 The Library Agrees

- 2.1 The Library acknowledges and agrees that the funds provided pursuant to this Funding Agreement and s. 40(2) of the *Library Act* shall only be used for the purpose of providing the library services as described in Schedule A to all residents within the jurisdictional boundaries of the Regional District as set out in Bylaw 1018 and 1043. Unless specifically indicated otherwise, such services shall be provided free of charge.
- 2.2 The Library will provide operational reports in addition to a budget for the coming year prepared and approved by the Library board as outlined in the Library Act section 40 (1) and financial reports as outlined in Schedule A, to the Regional District at the Meeting.
- 2.3 The Library, should there be a surplus of funds (10% or less of operating expenses), will provide details to the Regional District of how the surplus will be used, in accordance with the operational framework in Schedule A.
- 2.4 If there is a reduction of Library Services, due to unforeseen events, which causes a significant surplus (10% or more of operating expenses), the Regional District reserves the right to reduce or reallocate funding by an agreed to amount for the following year. If a reduction is made, the Regional District agrees to share in the reduction on the same percentage allocation as per funding allocation outlined in Section 1.2 of this Service Agreement.
- 2.5 Requests for "additional" capital or one-time special operating projects outside of the funding provided per Section 1.2 will be dealt with at the Meeting. All "additional" funding requests from the Library to the Regional District will be presented with an individual business case analysis, to be reviewed at the Meeting. In the event of a capital or one-time special operating projects surplus, the library board will consider funding capital or one-time special operating projects from the surplus.
- 2.6 The Library shall indemnify and hold harmless the Regional District, and its directors, councillors, officers, employees, successors and assigns, against and from any and all actions, causes of actions, claims, suits, costs and expenses of any kind arising from any property damage, or personal or bodily injury, arising from or connected with the provision of the Library Services, and for any breach of this Funding Agreement by, or from any act or omission of the Library or its invitees, licensees, employees, agents, contractors, officers or any other person for whom the Library is

liable, provided that claims, damages, losses, costs and expenses arising out of the independent negligent acts of the Regional District shall be exempt from the indemnification provisions of this Funding Agreement.

2.7 No provision or purpose of this Funding Agreement shall be construed to create a partnership or joint venture relationship, or an employer-employee, or principal-agent relationship between the Regional District and the Library.

3.0 <u>Counterparts</u>

3.1 This Service Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all the parties and delivered to the Regional District. All counterparts shall be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, shall be deemed to be dated the reference date set out above, and only one of which need to be produced to any purpose.

4.0 Terms

- 4.1 This Funding Agreement may be renewed, modified or terminated by giving 90 daysnotice and only with the express written agreement of each party.
- 4.2 The Parties agree to meet throughout 2017 as necessary to establish the terms of a new funding agreement as referenced in Recital paragraph D.
- 4.3 If notice of termination of the Agreement is received and in the event that "additional" capital or one-time special operating project funding has been approved to the Library over more than one year, regardless of withdrawal, the Regional District commit to honour their share of the "additional" capital or one-time special operating project funding.

5.0 <u>Dispute Resolution</u>

5.1 Mediation

Where there is an unresolved dispute arising out of this Funding Agreement, then, within 7 days of written notice from one party to the other, or such time as agreed to by both parties, the parties will participate in good faith in order to resolve and settle the dispute. In the event that the parties are unable to resolve the dispute within 14 days of the first written notice, or such other time period agreed to by both parties, each party will agree to use a mutually agreed upon independent mediation practitioner versed in the resolution of commercial disputes. Each party will bear their own costs of the mediation process.

5.2 Arbitration

The parties may, by mutual agreement, participate in resolving all unresolved disputes arising out of or in connection with this Funding Agreement, or in respect of any legal relationship associated therewith, or derived or entered into, by arbitration. Arbitrator shall be mutually agreed upon by the participants. Matters not settled through the process in Section 5.1 within 45 days' notice of the dispute may go to arbitration unless the parties agree to extend the 45 day period. Each party will bear its own costs of the arbitration regardless of the arbitrator's decision. The Arbitrator's decision will be final and binding on all parties.

Signatures

This Library Funding Agreement has been executed on behalf of the Sunshine Coast Regional District by the Chair and the duly authorized Corporate Officer pursuant to a resolution of the Board, and on behalf of the Library by the Chair and the Library Director.

GIBSONS AND DISTRICT PUBLIC LIBRARY:)))
Chair	
Library Director	}
SUNSHINE COAST REGIONAL DISTRICT:	
Chair	
Corporate Officer	
	<u> </u>

SCHEDULE 'A'

Description of Library Services

The Library's mission, vision and values form the foundation from which all decisions and actions are based. The Gibsons and District Public Library Association's strategic directions guide the development of Library services and programs and as such the following list of services and programs will change from time to time reflecting the needs of residents.

- 1. The Library's primary function as outlined in the British Columbia *Library Act* is to provide free access to quality information and knowledge.
- 2. The Library supports and contributes to life-long learning by providing a safe, open space for residents of all ages, cultures and backgrounds. The Library strives to reduce barriers to help ensure access to library services to all and is reflected in the Library's policies and procedures.
- 3. The Library's programming and services reflect the needs of the community and stakeholders. Community surveys and engagement with community partners help set the direction of Library programs and services.
- 4. Library members have access to materials such as books, magazines, newspapers, research materials, films, audiobooks, and documentaries in both physical and electronic or online formats. The Library ensures access to online information by providing free usage of public computers and the Internet.
- 5. A Library membership provides access to the collections of British Columbia public libraries that form part of the BC public library system.
- 6. Library opening hours are determined by the Association and are based on assessed needs and staff and financial resources permitting. Access to online and digital library services are available 24 hours per day.

Library Reporting

- 1. As per section 40.3 of the *BC Library Act* the Library must:
 - (a) prepare annual financial statements in accordance with generally accepted accounting principles,
 - (b) provide a copy of the financial statements for inspection by the members of the public library association at or before the annual general meeting, and
 - (c) provide a copy of the financial statements to any municipality or regional district that is eligible under section 35 to make an appointment to the library board.

ATTACHMENT D

SUNSHINE COAST REGIONAL DISTRICT BYLAW NO.1018

Consolidated for convenience only to include amendments up to 1018.3

A Bylaw to convert the WEST HOWE SOUND LIBRARY GRANT-IN-AID SERVICE UNIT to a local service.

WHEREAS under section 767(4) of the Municipal Act, a regional district exercising a power to provide a service other than a general service, may adopt a bylaw respecting that service which converts the service to one exercised under the authority of a bylaw establishing the service, and which:

- a) meets the requirements of section 794 for an establishing bylaw, and;
- b) is adopted in accordance with the requirements of section 802 as if it were a bylaw amending an establishing bylaw.

AND WHEREAS the Board of the Sunshine Coast Regional District was granted, by Supplementary Letters Patent dated June 25, 1989, the function of LIBRARY SERVICE GRANTS-IN-AID with Electoral Areas A, B, C, D, E, F as participating members;

AND WHEREAS under the authority of said Supplementary Letters Patent the Board of the Sunshine Coast Regional District adopted Bylaw No. 324, establishing the WEST HOWE SOUND LIBRARY GRANT-IN-AID SERVICE UNIT;

AND WHEREAS the Board of the Sunshine Coast Regional District wishes to convert the aforesaid Specified Area to an local service, include the Town of Gibsons as a participating member, and increase the maximum amount of money that may be requisitioned annually;

AND WHEREAS the Board has submitted the proposal to increase the maximum annual funding available for the purposes of this Local Service;

AND WHEREAS pursuant to Section 796 (1) the Board has obtained the assent of the electors;

NOW THEREFORE the Board of the Sunshine Coast Regional District, in open meeting assembled, enacts as follows:

1. The West Howe Sound Library Grant-in-Aid Service Unit, established by Bylaw No. 324, is hereby established as the "West Howe Sound Library Operating Grant Local Service" for the purpose of providing operating and capital funds to the Gibsons and District Public Library.

- 2. The participating members in this Local Service shall be the Electoral Areas of Elphinstone, (E) and West Howe Sound, (F) and the Town of Gibsons.
- 3. The maximum amount of money that may be requisitioned annually under Section 804 (1) (a) of the Municipal Act for the service provided under section 1 shall not exceed \$0.33 per \$1000 on net taxable values of land and improvements.
- 4. The annual costs of providing the service shall be recovered by requisition of money under Section 809 to be collected by a property value tax on land and improvements as assessed for Regional Hospital District purposes.
- This bylaw may be cited for all purposes as "WEST HOWE SOUND LIBRARY OPERATING GRANT LOCAL SERVICE BYLAW NO. 1018, 1994."

SUNSHINE COAST REGIONAL DISTRICT

Bylaw No. 1043

A bylaw to establish a service within the Electoral Area of Roberts Creek for the purpose of providing a library service

WHEREAS:

- A. Under section 796 of the *Local Government Act* a regional district may operate any service the Board considers necessary or desirable for all or part of the Regional District;
- B. The Board of the Sunshine Coast Regional District wishes to establish a service for the purpose of providing a library service within the Electoral Area of Roberts Creek;
- C. The approval of the Inspector of Municipalities has been obtained under Section 801 of the *Local Government Act*;
- D. The Board has received the approval of the electors in the Electoral Area of Roberts Creek by counter petition in accordance with Section 801.3 of the *Local Government Act*;

NOW THEREFORE, the Board of the Sunshine Coast Regional District in open meeting assembled enacts as follows:

1. <u>Citation</u>

This bylaw may be cited for all purposes as the "Roberts Creek Library Service Establishment Bylaw No. 1043, 2002.

2. Service

The service established by this bylaw is the Roberts Creek Library Service (the "Service") for the purpose of providing a library service in the Service Area.

3. Boundaries

The boundaries of the Service Area shall be the boundaries of the Electoral Area of Roberts Creek.

4. Participating Areas

The "Participating Area" is the Electoral Area of Roberts Creek.

5. <u>Cost Recovery</u>

As provided for in Section 803 of the *Local Government Act*, the annual cost of providing the service shall be recovered by one or more of the following:

- (a) property value tax imposed in accordance with Division 4.3 of the *Local Government Act*;
- (b) parcel taxes imposed in accordance with Division 4.3 of the Local Government Act,
- (c) fees and charges imposed under section 797.2 of the Local Government Act,
- (d) revenues raised by other means authorized by the *Local Government Act* or another Act;
- (e) revenues received by way of agreement, enterprises, gift, grant or otherwise.

6. <u>Maximum Cost</u>

In accordance with Section 800.1(1)(e) of the *Local Government Act*, the maximum annual amount that may be requisitioned for the cost of the Service is a property value tax rate of \$0.15/\$1000 applied to the net taxable value of land and improvements in the Service Area.

READ A FIRST TIME	this	14 th	day of	February, 2002
READ A SECOND TIME	this	14 th	day of	February, 2002
READ A THIRD TIME	this	14 th	day of	February, 2002
APPROVED BY THE INSPECTOR	R OF M this	IUNICIF 27 th	PALITIES day of	February, 2002
RECEIVED APPROVAL OF THE BY COUNTER PETITION	ELECT this	ORS 19 th	day of	April, 2002
ADOPTED	this	9 th	day of	May, 2002
			SECRETAR	Υ
			CHAIR	

SUNSHINE COAST REGIONAL DISTRICT

Bylaw No. 1043.1

A bylaw to amend "Roberts Creek Library Service Establishment Bylaw No. 1043, 2002"

WHEREAS the Board of the Sunshine Coast Regional District established a Library Service within the Electoral Area of Roberts Creek by way of "Roberts Creek Library Service Establishment Bylaw No. 1043, 2002";

AND WHEREAS the Board of the Sunshine Coast Regional District will enter into agreements with the Sechelt Public Library Association, the Roberts Creek Reading Centre and the Gibsons and District Public Library Association for the provision of the library service;

AND WHEREAS the Board of the Sunshine Coast Regional District wishes to amend "Roberts Creek Library Service Establishment Bylaw No. 1043, 2002 in order to increase the maximum amount that may be requisitioned for this service;

NOW THEREFORE, the Board of the Sunshine Coast Regional District in open meeting assembled enacts as follows:

- 1. This bylaw may be cited for all purposes as the "Roberts Creek Library Service Amendment Bylaw No. 1043.1, 2002.
- 2. "Roberts Creek Library Service Establishment Bylaw No. 1043, 2002 is hereby amended by replacing \$0.15/\$1000 with \$0.25/\$1000.

READ A FIRST TIME	this	28 th	day of	November, 2002
READ A SECOND TIME	this	28 th	day of	November, 2002
READ A THIRD TIME	this	28 th	day of	November, 2002
APPROVED BY THE INSPECTOR	OF MU this	NICIPA 20 th	LITIES day of	December, 2002
RECEIVED APPROVAL OF THE E BY COUNTER PETITION	LECTO this	RS 19 th	day of	February, 2003
ADOPTED	this	27 th	day of	February, 2003
			DEPUTY SE	CRETARY

VICE CHAIR

ATTACHMENT F

GIBSONS & DISTRICT PUBLIC	2046	Acutuala ta Oat		ı	0/	l				1
LIBRARY 2017 - five year plan.	2016 Budget	Acutuals to Oct. 2016	2017 budget	Chg.	% Chg/16	2018	2019	2020	2021	2017 notes
REVENUE	Buugei	2010	2017 buuget	City.	Crig/10	2010	2019	2020	2021	2017 Hotes
<u>Description</u>										
Public Support Tax Requisition										
SCRD -	\$568,964	\$473,738	\$583,636	\$14,672	2.5%	\$595,309	\$607,215	\$619,359	\$631,746.38	
SCRD one time grant	\$26,000									
Total Tax Requistion	\$594,964	\$473,738	\$583,636			\$595,309	\$607,215	\$619,359	\$631,746	
Grants										Per person operating grant was reinstated to higher
Libraries Branch: operating & resource sharing grants	\$37,500	\$41,017	\$42,000	\$4,500	10.7%	\$42,000	\$42,000	\$42,000	\$42,000	population numbers as per 2013
Libraries Branch: one card & equity grants	\$19,000	\$19,149	\$19,000	\$0	0.0%	\$19,000	\$19,000	\$19,000	\$19,000	
Other grants	\$5,000	\$2,325	\$6,000	\$1,000	16.7%	\$6,000	\$6,000	\$6,000	\$6,000	
Subtotal, Grants	\$61,500	\$62,491	\$67,000	\$5,500	8.2%	\$67,000	\$67,000	\$67,000	\$67,000	
Library Revenue				\$0						
Fundraising & Donations	\$6,500	\$6,444	\$6,000	-\$500	-8.3%	\$6,000	\$6,000	\$6,000	\$6,000	Majority of donations in 2016 were targeted for the renovations.
Fees & charges	\$14,450	\$17,106	\$14,500	\$50	0.3%	\$15,000	\$15,000	\$15,000		Last year we predicted a decrease in Fees & Charges by \$3550 due to eliminating Internet fees for non-members. To date the acutal decrease is \$550. In this proposal the projected Fees & Charges income remains the same as 2016 because I'm proposing the elimination of overdue fees for children's materials. Adult overdue fees are .25 per day, Children's overdues fees are .10 per day. Sechelt and many other public libraries do not impose overdue fees on children's materials.
Subtotal, Library Revenue	\$20,950	\$23,551	\$20,500	-\$450	-2.2%	\$21,000	\$21,000	\$21,000	\$21,000	
Previous Year's Operating Surplus	\$500	4-5,301	\$0	-\$500		\$0	\$0	\$0	\$0	
Total Library Generated Revenue	\$82,950	\$86,042	\$87,500	\$4,550	5.2%	\$88,000	\$88,000	\$88,000	\$88,000	
TOTAL REVENUE	\$677,914	\$559,780	\$671,136	-\$6,778	-1.0%	\$683,309	\$695,215	\$707,359	\$719,746	
ODEDATING EVDENGES	2046	A-4	2047	Ch.	% Ch =/4.0	2040	2040	2020	2024	
OPERATING EXPENSES	2016	Actuals to Oct. 2016	2017	Chg.	Chg/16	2018	2019	2020	2021	
Materials & Services										
Materials/databases	\$78,000	\$67,814	\$80,000	\$2,000	2.5%	\$82,000	\$83,000	\$83,000		We continue to reduce cost through shared purchasing with Sechelt but because the majority of library materials are published in the United States (high US dollar) the savings no longer make up the difference.
Public Internet	\$900	\$515	\$1,500	\$600	40.0%	\$1,500	\$1,575	\$1,575		Increase in Internet speed to better serve members
Courier to Sechelt	\$1,560	\$1,110	\$1,400	-\$160	-11.4%	\$1,500	\$1,500	\$1,500	\$1,600	to a constant of the state of t
Inter-library loans	\$700	\$783 \$3,493	\$1,000	\$300 \$500	30.0% 6.7%	\$1,200	\$1,300 \$7,800	\$1,300		increase in the number of InterLibrary loans
Integrated library system and RFID TOTAL	\$7,000 \$88,160	\$73,715	\$7,500 \$91,400	\$3,240	3.5%	\$7,800 \$94,000	\$95,175	\$7,800 \$95,175	\$98,629	3m service agreement costs increase.
TOTAL	ψου, του	Ψ10,110	ψ31,400	ψ0,240	0.070	ψ34,000	ψ35,175	ψ35,175	ψ30,023	
Programming										
Programming	\$5,000	\$3,842	\$5,000	\$0	0.0%	\$5,200	\$5,400	\$5,400	\$5,600	
InterLINK	\$4,500	\$4,148	\$4,200	-\$300	-7.1%	\$4,400	\$4,400	\$4,400		Decrease in the number of loans through this system
Volunteer & Staff appreciation TOTAL	\$1,000 \$10,500	\$71 \$8,061	\$1,100 \$10,300	\$100 -\$200	9.1%	\$1,100 \$10,700	\$1,200 \$11,000	\$1,200 \$11,000	\$1,300 \$11,450	
TOTAL	\$10,500	\$6,001	\$10,300	-\$200	-1.9%	\$10,700	\$11,000	\$11,000	\$11,430	
Office										
Advertising & Promotion	\$1,700	\$1,567	\$1,700	\$0	0.0%	\$1,800	\$1,800	\$1,800	\$1,900	
Accounting fees	\$7,500	\$2,822	\$7,500	\$0	0.0%	\$7,800	\$7,800	\$7,800	\$7,900	
Dues & Fees	\$1,150	\$718	\$800	-\$350	-43.8%	\$900	\$950	\$950	\$1,000	
Telephone & Internet	\$3,500	\$2,104	\$2,800	-\$700	-25.0%	\$2,900	\$2,900	\$2,900	\$3,100	
Library processing supplies	\$5,500	\$3,640	\$5,000	-\$500	-10.0%	\$5,082	\$5,300	\$5,100	\$5,500	Increased costs of office supplies and increase number of
										books being borrowed and loaned from other libraries:
Office supplies & Postage	\$5,000	\$4,575	\$6,000	\$1,000	16.7%	\$6,200	\$6,400	\$6,400	\$6,400	cost of postage.
TOTAL	\$24,350	\$15,426	\$23,800	-\$550	-2.3%	\$24,682	\$25,150	\$24,950	\$25,800	
Equipment										
Maintenance	\$3,200	\$847	\$3,200	\$0	0.0%	\$3,200	\$3,400	\$3,200	\$3,500	
										Upgrading printer/photocopier to provide wireless printing to
Photocopier	\$900	\$678	\$1,200	\$300	25.0%	\$1,200	\$1,200	\$1,200		members. New service is a potential for revenue increases
TOTAL	\$4,100	\$1,525	\$4,400	\$300	6.8%	\$4,400	\$4,600	\$4,400	\$4,800	
Facility										
Hydro & Gas Water/Sewer	\$25,964 \$450	\$9,266 \$413	\$25,000 \$600	-\$964 \$150	-3.9% 25.0%	\$27,000 \$600	\$28,000 \$650	\$28,000 \$650	\$29,000 \$675	Possible 80% fortis gas increase in 2017. 2016 budget esitmate approx. \$5000 too high (bills for Oct Dec estimated at \$10,000). Best estimate for 2017 is to keep at par with 2016 budget Changes to Building Lease agreement may increase and or
Maintenance & Repair	\$21,000	\$14,629	\$21,000	\$0	0.0%	\$23,000	\$23,500	\$23,500	\$24,500	decrease budget. Best estimate for now is to keep the amount the same as 2016 until further information is received from the SCRD.
Security	\$900	\$837	\$900 \$1,400	\$0 \$0	0.0%	\$900 \$1,500	\$1,000 \$1,500	\$1,100 \$1,500	\$1,100 \$1,650	•
Insurance TOTAL	\$1,400 \$49,714	\$25,145	\$1,400 \$48,900	-\$814	0.0% -1.7%	\$1,500 \$53,000	\$1,500 \$54,650	\$1,500 \$54,750	\$1,650 \$56,925	
	φ45,/14	φ∠υ,145	ψ40,900	-ψ014	-1.170	ψυυ,000	φυ+,000	φυ+,100	φυ0,925	
Personnel										
*										i

										Increases: 1.8% CUPE increase, \$1,400 for increased Monday hours, \$800 for community computer tutor,
	#000 000	6007.007	#000 7 00	040.050	0.00/	0007.574	0404.504	0444 044	0440.044	
Wages & Salaries	\$380,683	\$307,037	\$390,736	,	2.6%	,			,.	\$1000 Library Director.
EI, CPP & WCB	\$26,000	\$19,657	\$26,000	\$0	0.0%	\$26,260	\$26,523	\$26,787.83	\$27,056	
Benefits & Pension	\$59,807	\$54,991	\$62,000	\$2,193	3.5%	\$63,240	** /** **	\$65,795		MPP increses.
TOTAL	\$466,490	\$381,685	\$478,736	\$12,246	2.6%	\$487,074	\$495,559	\$504,193	\$512,980	
Development										
Staff	\$2,600	\$2,956	\$2,600	\$0	0.0%	\$2,900	\$3,000	\$3,000	\$3,100	
Board	\$1,000	\$771	\$1,000	\$0	0.0%	\$1,000	\$1,000	\$1,000	\$1,000	
TOTAL	\$3,600	\$3,727	\$3,600	\$0	0.0%	\$3,900	\$4,000	\$4,000	\$4,100	
Other Expenses										
Union Bargaining/AMORTIZATION	\$0		\$5,000	\$5,000		\$0	\$0	\$5,000	\$0	Existing agreement ends Dec. 2017
Other Grant	\$0			\$0						
TOTAL	\$0	\$0	\$5,000	\$5,000		\$0	\$0	\$5,000	\$0	
CAPITAL ASSET PURCHASES	\$5,000	\$3,721	\$5,000	\$0	0.0%	\$5,500	\$5,000	\$3,807	\$5,000	computer and furniture replacement
Total Operating	\$651,914	\$513,005	\$671,136	\$19,222	2.9%	\$683,256	\$695,134	\$707,275	\$719,684	
Less Library Revenue/Grants	\$82,950	\$86,042	\$87,500	\$4,550	5.2%	\$88,000	\$88,000	\$88,000	\$88,000	
CAPITAL EXPENDITURES	\$26,000	\$26,000	\$0	-\$26,000		\$0	\$0	\$0	\$0	
TOTAL TAX REQUISITION	\$594,964	\$452,963	\$583,636	-\$11,328	-1.9%	\$595,256	\$607,134	\$619,275	\$631,684	
TOTAL EXPENSE	\$677,914	\$539,005	\$671,136	-\$6,778	-1.0%	\$683,256	\$695,134	\$707,275	\$719,684	

SUNSHINE COAST REGIONAL DISTRICT STAFF REPORT

TO: Corporate and Administrative Services Committee – March 23, 2017

AUTHOR: Janette Loveys, Chief Administrative Officer

SUBJECT: FIRE SERVICE BOUNDARY REVIEW

RECOMMENDATION(S)

THAT the report titled Fire Service Boundary Review be received;

AND THAT in 2017 Sunshine Coast Regional District (SCRD) Volunteer Fire Departments undertake a Fire Underwriters Survey (FUS) and a Fire Department Inspection and Audit Checklist as a first step to gathering information;

AND FURTHER THAT SCRD Fire Departments report to a future committee meeting with the results.

BACKGROUND

In 1999 a comprehensive review of the Sunshine Coast Regional District (SCRD) fire services was conducted by the Fire Underwriters Survey (FUS). This report contained numerous recommendations for improvements. Many of the recommendations were long term goals and have been completed. These improvements have improved the grading of the SCRD fire departments and therefore result in insurance cost savings for the community.

In 2012, the Office of the Fire Commissioner in British Columbia responded to a 2010 report on a number of issues across BC related to the fire service and in particular volunteer fire departments. This context is important in many respects as the Sunshine Coast Regional District (SCRD) is recognized as sole authority by the Province and is responsible to follow the mandates.

380/16 Recommendation No. 19 SCRD Fire Service Boundary Changes

THAT staff investigate the steps on how regional district fire service boundary changes can occur;

AND THAT the report consider any regional and provincial legislative requirements, any financial impacts including volunteer resources along with any other consideration staff feel necessary for the Board's consideration;

AND FURTHER THAT staff report back to a future Planning and Community Development Committee no later than 4th Quarter 2016.

This report was prepared with involvement and consultation of the SCRD Volunteer Fire Departments.

DISCUSSION

The first step to any fire service boundary amendment should be the Committee's consideration of a number of key components which are contained in this report.

Current Process for Out of District Calls

Within the SCRD there are vast areas of land that are accessible to the public but fall outside of the local fire departments response areas. Requests for assistance from these areas fall into a few different categories and mandates, as follows:

- Requests for medical aid or road rescue as these types of requests are handled by Emergency Management BC (EMBC) under a road rescue and medical policy. Under this policy a task number is issued to the appropriate agency which authorizes the response and provides for cost recovery. WorkSafe BC provides coverage and liability insurance for these events.
- Forestry Fires if the fire department is able and willing to assist, their response must meet certain criteria as outlined in a Province wide policy that again provides for cost recovery and liability insurance coverage.
- Requests for Structural Fires as these type of fires request are infrequent there are no
 agreements or procedures in place, when a fire occurs a local department makes the
 decision as to how to handle the event. If a fire department chooses to respond to an
 area where they have no mandate, jurisdiction or contractual agreement then all risk is
 assumed by the fire department and vicariously, through the SCRD.

Fire Underwriters Survey (FUS)

A national organization administered by OPTA Information Intelligence provides data on public fire protection for fire insurance statistical work and underwriting purposes of subscribing insurance companies. Subscribers to the FUS represent approximately 85 percent of the private sector property and casualty insurers in Canada.

FUS Certified Fire Protection Specialists conduct detailed field surveys of the fire risks and fire defenses maintained in built up communities (including incorporated and unincorporated communities of all types) across Canada and the results of these surveys are used to establish a Public Fire Protection Classification (PFPC) for each community.

The overall intent of the PFPC system is to provide a standardized measure of the ability of the protective facilities of a community to prevent and control the major fires that may be expected to occur by evaluating in detail the adequacy, reliability, strength and efficiency of the protective facilities and comparing the level of protection against the level of fire risk in the built environment.

The FUS also uses PFPC information to develop the Dwelling Protection Grade (DPG), which is utilized by personal insurers in determining property insurance rates for detached dwellings (with not more than two dwelling units).

The DPG is a measure of the ability of the protective facilities of a community to prevent and control the structure fires in detached dwellings by evaluating the adequacy, reliability, strength and efficiency of the protective facilities and comparing the level of protection against the level of fire risk associated with a typical dwelling. The fire insurance grading system used does not consider past fire loss records but rather, fire potential based on the physical structure and makeup of the built environment.

Fire Department Inspection and Audit Check List

The Office of the Fire Commissioner (OFC) Fire Department Inspection and Audit Checklist was originally created by the OFC in response to a Coroner's Judgement of Inquiry recommendation regarding the line of duty death of a firefighter in 2004. It was initially meant for volunteer departments to perform an internal audit, but has since been revised to be suitable for all fire departments in British Columbia.

The OFC checklist looks at the fire department's governance and authority, administration, staffing, scope of operations, training and competency, health and safety and includes a questionnaire for the fire department officers and firefighters. The overall objective of the checklist from the OFC is to bring awareness to all of the fire department's regulatory requirements.

Financial Review

Depending on the magnitude of the service boundary extension, the financial impact could vary substantially. A slight border extension may result in a decrease of tax burden for residents and businesses paying for fire protection if the fire department does not require increased resources and more members are paying into the service. However, if the fire protection boundary extension is significant, there could be substantial costs associated with expansion. The fire department would likely be required to invest a significant amount of money into the current infrastructure to improve service in the currently unprotected areas.

Some of the potential costs are: new facilities, increased staffing, training and development of additional firefighters, personal protective equipment, additional equipment and apparatus. Any fire service boundary changes would undoubtedly influence the capital and operating budget for the impacted fire department on an ongoing basis.

Legislative

Any fire service area boundary adjustment would require the relevant establishing bylaws to be amended. This can be done either in accordance with the requirements applicable to the adoption of the bylaw (e.g. referendum, etc.) or with the written consent of at least 2/3 of the participants. In most cases, the SCRD would choose to proceed with Director consent as it is the most cost-efficient. Electoral Area Directors can consent on behalf of their areas, but municipal consent would require a resolution of the Council. The bylaw would also require approval of the Inspector of Municipalities before adoption. The Inspector will generally want to know how the affected residents have been advised of the proposed boundary change.

In the case of a minor boundary adjustment, a petition process could be undertaken which would eliminate the requirement for approval of the Inspector of Municipalities.

Risk Management

Assuming that the public sees the value in extending the fire protection boundaries, it would be inappropriate to seek a boundary extension if the service could not be provided to a reasonable and agreeable level. The SCRD must ensure that it is not taking on a significant liability by extending boundaries beyond the capabilities of the local fire departments. As the department would be responsible for emergency response, it would also need to encompass fire prevention activities in the newly expanded area as well. The SCRD must be willing to accept its limitations and not jeopardize the protection of the existing community if boundary extension is considered.

Infrastructure

An additional item that should be addressed if further expansion is recommended is water supply and other infrastructure. This could also equate to an extra, hidden cost of providing fire protection in an expanded area.

Public Communication

Extending fire protection boundaries is not a simple endeavor. Consultation with local government, community leaders, property owners and/or businesses is critical to ensure there is a need or desire from the public.

STRATEGIC PLAN AND RELATED POLICIES

Not applicable.

CONCLUSION

Many improvements have been made to the Regional District fire service since the last FUS in 1999. The proposal of a review in the near future will show positive outcomes and result in, not only coast savings for the community through reduced insurance premiums, but will also provide direction in regards to any future boundary extension considerations.

Staff and SCRD Volunteer Fire Departments collaborated on this report and the recommendations.

Reviewed by:						
Manager		Finance	X-TP			
GM		Legislative	X-AL			
CAO	X-JL	Other	X-B. Higgs			

SUNSHINE COAST REGIONAL DISTRICT STAFF REPORT

TO: Corporate and Administrative Services Committee – March 23, 2017

AUTHOR: Angie Legault, Senior Manager, Administration and Legislative Services

SUBJECT: BC HYDRO STATUTORY RIGHT OF WAY REQUEST – 8972 REDROOFFS ROAD

RECOMMENDATIONS

THAT the report titled BC Hydro Statutory Right of Way Request – 8972 Redrooffs Road be received:

AND THAT the Chair and Corporate Officer be authorized to execute the Statutory Right of Way Agreement with BC Hydro and TELUS for 8972 Redrooffs Road;

AND FURTHER THAT this recommendation be forwarded to the March 23, 2017 Board meeting for adoption.

BACKGROUND

BC Hydro is replacing a number of power poles and guywire/anchors in the area. One guywire/anchor is located at 8972 Redrooffs Road, a property owned by the Sunshine Coast Regional District (SCRD) for the Halfmoon Bay Fire Department. In order to access the guywire/anchor for maintenance and installation, BC Hydro is requesting that the SCRD grant BC Hydro and TELUS a Statutory Right of Way (SRW) over the SCRD property. BC Hydro's letter of request and Statutory Right of Way Agreement are appended as Attachment A.

The purpose of this report is to seek authority to execute the statutory right of way agreement.

DISCUSSION

A Statutory Right of Way is necessary for the operation and maintenance of undertakings of each of BC Hydro and TELUS on SCRD property.

The continuation and maintenance of the services is within the public interest and upgrades should be supported. If granted, the SRW allows BC Hydro and TELUS to have reasonable unobstructed access to the site, clear the area for installation and maintenance of the pole, to install service lines as required, and prune or remove trees that might create or increase danger to the workers or site.

The works are not expected to have any impact on fire department operations.

The Agreement must be executed and registered in the Lands Title Office in advance of the electrical works.

Staff recommend that the Chair and Corporate Officer be authorized to execute the Statutory Right of Way Agreement with BC Hydro and TELUS for 8972 Redrooffs Road, as it allows workers to access the site safely and complete the works appropriately.

STRATEGIC PLAN AND RELATED POLICIES

Strategic Priority: Collaboration

CONCLUSION

BC Hydro needs to replace a guywire/anchor within SCRD (Halfmoon Fire Department) property and are requesting a Statutory Right of Way to access the site and complete the works.

Staff recommend that the SCRD execute the SRW Agreement with BC Hydro and TELUS.

Attachments

Attachment A – Correspondence from BC Hydro, including letter dated September 7, 2016, Form C Charge and "duplicate copy" standard charge terms.

Reviewed by:						
Manager		Finance				
GM		Legislative	X - AL			
CAO	X - JL	Other				

Attachment A



Properties

Phone: (604) 623-4595 FAX: (604) 623-3951

e-mail: Martina.Carrasco@bchydro.com

7 September 2016

FILE: 402-1602.0(X848)

BY E-MAIL olga.geraskina@bchydro.com

Sunshine Coast Regional Department – Fire 8972 Redrooffs Road Halfmoon Bay, BC V0N 1Y2

Dear Sirs/Mesdames:

B.C. Hydro/TELUS Distribution Statutory Right of Way Agreement (the "**Agreement**") — property located at 8972 Redrooffs Raod, Halfmoon Bay, BC legally described as Lot C Block U District Lot 1638 Reference Plan LMP12295 (the "**Property**") — Sunshine Coast Regional District (the "**Owner**")

Works:

B.C. Hydro and TELUS propose to install works on the Property with the approximate location of the works shown on the drawing attached to the Agreement.

B.C. Hydro Certified Service Provider Contact:

Sasko Taskov of ZE Power Engineering will be the technical contact and is responsible for coordinating the installation and the energization of the electrical works contemplated in the Agreement. We suggest that you contact Sasko directly at 604-304-8683 extension 220 to review the technical requirements for the installation of the electrical works on the Property.

Grant of a Statutory Right of Way:

Prior to installation of the Works, we request that the Owner grant to each of B.C. Hydro and TELUS a Statutory Right of Way.

Enclosures:

Further to Sasko's request that we prepare the required documents and forward them to you for execution, enclosed are:

- 1. the Agreement for the Property. We request that the Owner:
 - (i) execute two copies of the Agreement see "Execution" section below.
 - (ii) return two originally executed copies of the Agreement to our office by mail or courier so that B.C. Hydro can attend to registration in the Land Title Office (the "LTO"). We will mail a copy of the Agreement to the Owner after it has been fully registered.
- 2. Standard Charge Terms filed in the LTO. As these Standard Charge Terms form part of the Agreement, the Owner should keep a copy for their records.

The Agreement is enclosed on the understanding that no other party is authorized to proceed with electronic registration of the Agreement in the LTO without the prior written authorization of B.C. Hydro.

We recommend that the Owner obtain independent legal advice. By signing the enclosed Agreement, the Owner acknowledges that they have had an opportunity to receive legal advice.

British Columbia Hydro and Power Authority, 12th Floor - 333 Dunsmuir Street, Vancouver, BC V6B 5R3 www.bchydro.com

33 WT # 1151968

The Agreement must be executed and registered in the LTO well in advance of energization of the electrical works.

The Agreement must be executed and registered in the LTO prior to registration of a subdivision or strata plan.

Execution:

To register the Agreement successfully, certain LTO requirements must be met. Therefore, please ensure that the Agreement is executed as follows:

Execution by a company (and/or a corporate chargeholder):

- all signatures are in dark ink;
- each authorized signatory of the company signs each copy of the Agreement and prints their full name below their signature (each printed name must include the surname and at least one given name);
- the signature of one authorized signatory of the company is witnessed by either a solicitor, notary or a commissioner for taking affidavits in British Columbia. In the event the Agreement is to be signed outside of British Columbia but in Canada, it must be witnessed by a solicitor or notary public. If it is to be signed outside of Canada, it must be witnessed in English by a notary public or by an individual authorized pursuant to s.63 of the Evidence Act of British Columbia*;
- the witnessing officer prints or stamps his/her name, address, telephone number and occupation below their signature;
- if there is more than one authorized signatory signing, the witnessing officer MUST print below their signature either "(as to both signatures)" if he witnessed both signatures or "(as to the signature of ______)" if he witnessed only one signature and insert that individual's full name. Please note that if more than one authorized signatory is required to sign on behalf of the company and they are unable to sign in the presence of the same witnessing officer, the LTO only requires one of those signatures to be witnessed by a witnessing officer; and
- the signing date is filled in.

* Please contact our office if you would like us to forward you a separate document setting out execution instructions inclusive of a copy of s.63 of the *Evidence Act*.

LTO Registration:

Once all copies of the Agreement have been executed by the Owner, please return two originally executed copies of the Agreement to our office by mail or courier so that B.C. Hydro can attend to registration of the Agreement in the LTO.

If you have any questions about the Agreement, please contact me at 604-623-4595 or via email at Martina.Carrasco@bchydro.com.

Yours truly,

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

by:

Per: ///

Martina Carrasco Property Coordinator

/tr

Enclosures

cc: Sasko Taskov, Consultant Portal Design # 3651827 LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

	Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.					
1.	APPLICATION: (Name, address, phone number of application Martina Carrasco, agent for		ant's solic	citor or a	gent)	
	British Columbia Hydro and Power Author 12th Floor - 333 Dunsmuir Street Vancouver BC V	ority /6B 5R	3	F	elephone: (604) 623-4595 ile: 402-1602.0(X848)	
		0_ 0			Deduct LTSA Fees? Yes	
2.	PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF [PID] [LEGAL DE	ON]	OT 16	38 RE	FERENCE PLAN LMP12295	
	STC? YES					
3.	NATURE OF INTEREST	СН	ARGE N	O.	ADDITIONAL INFORMATION	
	Statutory Right of Way				Transferee (B.C. Hydro)	
	Statutory Right of Way				Transferee (TELUS)	
4.	TERMS: Part 2 of this instrument consists of (select one only) (a) Filed Standard Charge Terms D.F. No. \$\infty\$1020098 (b) Express Charge Terms Annexed as Part 2 A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.					
5.	TRANSFEROR(S):					
	SUNSHINE COAST REGIONAL DISTRI	ICT				
6.	TRANSFEREE(S): (including postal address(es) and postal	l code(s))				
	SEE SCHEDULE					
7.	ADDITIONAL OR MODIFIED TERMS: SEE SCHEDULE					
8.	EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.					
	Officer Signature(s)	Exe	cution I		Transferor(s) Signature(s)	
		16	M	D	SUNSHINE COAST REGIONAL DISTRICT by its authorized signatory:	
					Print Name:	

PAGE 1 OF 3 PAGES

OFFICER CERTIFICATION:

SCHEDULE PAGE 2 OF 3 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

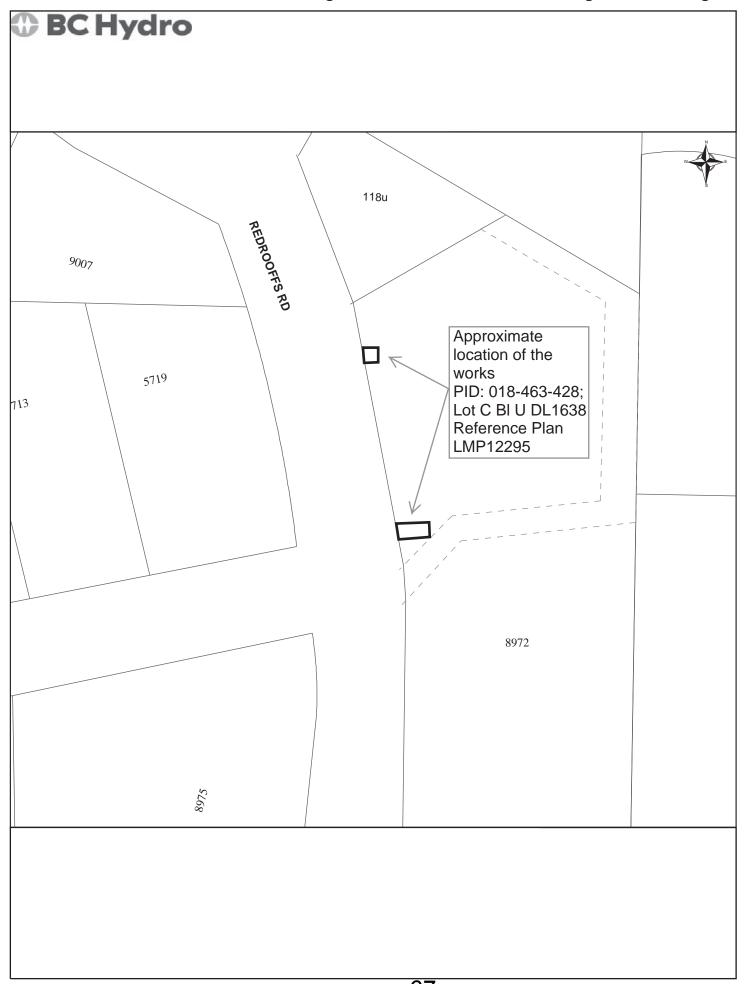
6. TRANSFEREE(S): (including postal address(es) and postal code(s))

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY 333 Dunsmuir Street, Vancouver, BC, V6B 5R3

(As to one Statutory Right of Way)

TELUS COMMUNICATIONS INC., (Extra Provincial No. A0097809) #1 - 15079 - 64th Avenue, Surrey, BC, V3S 1X9 (As to one Statutory Right of Way)

- 7. ADDITIONAL OR MODIFIED TERMS:
- 7.1 The Standard Charge Terms ST020098 provide in section 1.1 that the following terms are as defined in the General Instrument Part 1:
 - (a) The Area of the Works. The "Area of the Works" means that portion of the Land located within 1 metre of either side of the centre of the alignment of the Works.
 - (b) The Works. The "Works" means:
 - (i) as it relates to the rights and responsibilities of B.C. Hydro, all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of telecommunications, including: guy wires, anchors, attachments, lines, cables, and related works; and
 - (ii) as it relates to the rights and responsibilities of TELUS, all things and components, in any combination and using any type of technology or means, necessary or convenient for the purpose of telecommunications and data transmission, including: guy wires, anchors, attachments, lines, cables, and related works.
- 7.2 The Standard Charge Terms ST020098 are amended by the addition of the following section(s):
 - "3.4 Each of B.C. Hydro and TELUS covenant with the Owner that notwithstanding section 2.1(a) of this Agreement that neither B.C. Hydro nor TELUS will place Works, except for service lines pursuant to section 2.1(f), anywhere upon or within the Land other than within that portion of the Land as shown approximately in heavy black outline on Drawing No. 1151968 (a copy of which is attached hereto) unless permission has been provided by the Owner, which permission will not be unreasonably withheld or delayed."



END OF DOCUMENT

"DUPLICATE COPY"

STANDARD CHARGE TERMS

Filed By: British Columbia Hydro and Power Authority and TELUS Communications Inc.

BACKGROUND:

- A. Each of B.C. Hydro and TELUS wish to obtain from the Owner a statutory right of way for certain rights on, over and under the Land.
- **B.** The Owner has agreed to grant to each of B.C. Hydro and TELUS a statutory right of way in respect of the Land.
- C. A statutory right of way is necessary for the operation and maintenance of the undertakings of each of B.C. Hydro and TELUS.

AGREEMENTS:

In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

INTERPRETATION

- 1.1 In this Agreement:
 - "Agreement" means the General Instrument Part 1 and these Standard Charge Terms;
 - "Area of the Works" means the Area of the Works as defined in the General Instrument Part 1, provided that if the General Instrument Part 1 contains no such definition the term "Area of the Works" shall mean that portion of the Land located within 6 metres of either side of the centre of the alignment of the Works;
 - **"B.C. Hydro"** means British Columbia Hydro and Power Authority named in Item 6 of the General Instrument Part 1 as the Transferee and all Persons authorized by B.C. Hydro;
 - "General Instrument Part 1" means Part 1 of the General Instrument as prescribed by the Land Title (Transfer Forms) Regulation, as amended or replaced;
 - "Hazardous Substance" means any substance which is defined as a hazardous substance or special waste in or by any law regulation or order of any authority having jurisdiction, and which is in the environment in excess of concentrations allowed by applicable legislation;

"Land" means the land described in Item 2 of the General Instrument Part 1;

"Owner" means the Person named in Item 5 of the General Instrument Part 1 as the Transferor;

"Person" means any association, society, corporation, individual, joint stock company, joint venture, partnership, trust, unincorporated organization, or any federal, provincial, regional, municipal, or other government or authorized agency, department or ministry thereof;

"TELUS" means TELUS Communications Inc. named in Item 6 of the General Instrument Part 1 as the Transferee and all persons authorized by TELUS;

"Underground Civil Works" means all Works which are installed in the ground on the Land including all ducts, conduits, transformer pads, and pull boxes, with the exception of padmounted transformers and cables, including any primary and secondary cables, and cables used for telecommunications, power or grounding; and

"Works" means the Works as defined in the General Instrument Part 1, provided that if the General Instrument Part 1 contains no such definition the term "Works" shall mean:

- as it relates to the rights and responsibilities of B.C. Hydro, all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of telecommunications, including: poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, including any associated protective installations, and related works; and
- (b) as it relates to the rights and responsibilities of TELUS, all things and components, in any combination and using any type of technology or means, necessary or convenient for the purpose of telecommunications, including: poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, including any associated protective installations, and related works.
- 1.2 This Agreement will be governed by, construed and enforced in accordance with the laws in force in British Columbia.
- 1.3 If the singular, masculine or neuter is used in this Agreement the same will be deemed to include reference to the plural, feminine, or body corporate or politic according to the context in which it is used.
- 1.4 The word "including" when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

GRANT OF STATUTORY RIGHT OF WAY

- 2.1 The Owner grants separately to each of B.C. Hydro and TELUS, forever, the right, and statutory right of way to:
 - (a) excavate for, construct, install, replace, upgrade, operate, maintain, remove and repair the Works on, in, under, through, over or across the Land;
 - (b) clear the Area of the Works and to keep it cleared (including pruning or removal) of any trees or growth;
 - (c) clear the Area of the Works and to keep it cleared of all or any part of any obstruction, structure, building, improvement or other matter which, in the reasonable opinion of B.C. Hydro or TELUS might:
 - (i) interfere with the exercise of its rights; or
 - (ii) create or increase any danger or hazard to the Works or to Persons or property in relation to the Works;
 - (d) enter, work, pass and repass on, and along the Area of the Works;
 - (e) have reasonable unobstructed access over the Land to and from the Area of the Works for all purposes relating to this Agreement;
 - (f) install service lines as required, for the transmission and distribution of electricity or for telecommunication purposes, over the Land from the Area of the Works to buildings and structures on the Land or on immediately adjacent land, or to street lights on public roads adjacent to the Land;
 - (g) prune or remove trees on the Land that in the reasonable opinion of B.C. Hydro or TELUS, might create or increase any danger or hazard to the Works or to Persons or property in relation to the Works;
 - (h) have exclusive use and occupation of all Underground Civil Works, whether the property of the Owner, B.C. Hydro or TELUS, on the Land that are from time to time used or installed for use by B.C. Hydro or TELUS; and
 - (i) do all things necessary or incidental to the undertakings of B.C. Hydro or TELUS in connection with the above.

COVENANTS OF B.C. HYDRO AND TELUS

- 3.1 B.C. Hydro covenants with the Owner that if it damages any structures, buildings or improvements outside the Area of the Works, or cuts or damages any crops or merchantable timber owned by the Owner anywhere on the Land, and such damage is not caused as a result of the Owner's breach of the terms of this Agreement or the negligence or willful act of the Owner, TELUS or their respective contractors, or those Persons for whom the Owner or TELUS are responsible at law, that it will:
 - (a) compensate the Owner for such damages to structures, buildings, improvements, crops or merchantable timber; or

- (b) within a reasonable period of time, repair in a good and workmanlike manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage.
- 3.2 TELUS covenants with the Owner that if it damages any structures, buildings or improvements outside the Area of the Works, or cuts or damages any crops or merchantable timber owned by the Owner anywhere on the Land, and such damage is not caused as a result of the Owner's breach of the terms of this Agreement or the negligence or willful act of the Owner, B.C. Hydro or their respective contractors, or those Persons for whom the Owner or B.C. Hydro are responsible at law, that it will:
 - (a) compensate the Owner for such damages to structures, buildings, improvements, crops or merchantable timber; or
 - (b) within a reasonable period of time, repair in a good and workmanlike manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage.
- 3.3 B.C. Hydro and TELUS each covenant separately with the Owner to:
 - (a) take reasonable steps not to interfere unduly with the drainage of the Land in the exercise of their respective rights; and
 - (b) indemnify the Owner against all liability incurred by the Owner out of any claim made by any Person for injury or harm to Persons or property caused by the negligence or willful act of B.C. Hydro or TELUS, in the exercise of their respective rights under this Agreement or caused by the use or placement of Hazardous Substances on the Land by B.C. Hydro or TELUS, on the following conditions:
 - (i) the Owner will immediately provide written notice of the claim to B.C. Hydro and TELUS and resist that claim if and to the extent required by B.C. Hydro and TELUS. B.C. Hydro and TELUS will reimburse the Owner for all reasonable and necessary costs incurred by the Owner in resisting such claim;
 - (ii) B.C. Hydro and TELUS will not indemnify the Owner in respect of any claim for injury or harm to Persons or property caused by the Owner's breach of this Agreement or by the negligence or willful act of the Owner, its contractors or those Persons for whom the Owner is responsible at law; and
 - (iii) B.C. Hydro and TELUS will not indemnify the Owner in respect of claims arising out of, or in connection with, the negligence or willful act of the other.

COVENANTS AND AUTHORIZATIONS OF OWNER

4.1 The Owner covenants with each of B.C. Hydro and TELUS that, unless B.C. Hydro and TELUS both give their prior written permission (which permission may be given subject to terms and conditions), the Owner will not do or knowingly permit to be done, any act or thing which, in the reasonable opinion of B.C. Hydro or TELUS. might:

- (a) interfere with the exercise of any rights granted to B.C. Hydro or TELUS;
- (b) impair the operating efficiency of any part of the Works;
- (c) obstruct the access of B.C. Hydro or TELUS to any part of the Works; or
- (d) create or increase any danger to the Works or to Persons or property in relation to the Works.
- 4.2 Without limiting the generality of section 4.1 the Owner covenants with each of B.C. Hydro and TELUS that, unless both B.C. Hydro and TELUS give their prior written permission (which permission may be given subject to terms and conditions), the Owner will not:
 - (a) diminish or increase the ground elevation in the Area of the Works by any method including, piling any material or creating any excavation, drain or ditch in the Area of the Works;
 - (b) carry out blasting or logging operations on or near any portion of the Area of the Works; or
 - (c) make, place, erect, operate, use, maintain or permit any obstruction, structure, building, or improvement on, under or over the Area of the Works.
- 4.3 The Owner authorizes B.C. Hydro and TELUS or their agents to insert the number assigned by the relevant Land Title Office to the Plan, if any, described in Item 2 of the General Instrument Part 1.

MUTUAL COVENANTS

- 5.1 The Owner, B.C. Hydro and TELUS mutually covenant and agree among them that:
 - (a) if either B.C. Hydro or TELUS elect to pay compensation pursuant to section 3.1(a) or 3.2(a), and the Owner and whichever of B.C. Hydro or TELUS that made the election cannot agree on the amount of compensation to be paid, then the matter in dispute shall be settled by arbitration by a single arbitrator under the Commercial Arbitration Act of British Columbia;
 - (b) unless otherwise agreed by the parties any merchantable timber on the Land which is owned by the Owner and cut by B.C. Hydro or TELUS in the exercise of their rights under this Agreement will become the property of the party that cut the timber;
 - (c) if either B.C. Hydro or TELUS cut timber on the Land which is owned by the Crown, then the party that cut the timber will pay all royalties, scaling fees and other charges which are properly levied by the Crown against such timber;
 - (d) nothing in this Agreement will in any way abrogate from or affect any rights, powers, exemptions or privileges, including any powers of expropriation, which B.C. Hydro or TELUS may have under have under any private or public statutes, by-laws, orders, regulations or any other laws, or agreements it has with the Owner or which are registered against title to the Land;

- (e) failure to enforce any covenant or restriction contained in this Agreement for a breach or violation of any covenant or right contained in this Agreement will not in any way constitute a waiver, in whole or in part, of any of the injured party's rights or remedies;
- (f) to be effective and binding between the parties a waiver must:
 - (i) be in writing; and
 - (ii) specifically identify the affected party;
- (g) a waiver only relates to a particular violation or breach and does not extend to any further or subsequent breach or violation, notwithstanding any rule of law or equity;
- (h) the Works installed will remain the property of B.C. Hydro and TELUS except to the extent specified in this Agreement;
- if all or a portion of the Works are no longer required by B.C. Hydro, then B.C. Hydro will, at its cost, remove such Works (with the exception of Underground Civil Works) from the Land, unless the Owner otherwise agrees in writing, and after such removal the Underground Civil Works, to the extent that they are not already owned by the Owner, shall become the property of the Owner; and
- if all or a portion of the Works are no longer required by TELUS, then TELUS will, at its cost, remove such Works (with the exception of Underground Civil Works) from the Land, unless the Owner otherwise agrees in writing, and after such removal the Underground Civil Works, to the extent that they are not already owned by the Owner, shall become the property of the Owner.

GENERAL

- The terms "Owner", "B.C. Hydro" and "TELUS" include their respective heirs, executors, administrators, successors and assigns.
- 6.2 If the Owner is more than one Person, every covenant and agreement by the Owner in this Agreement will be joint and several.
- 6.3 This Agreement will run with the Land and will run with each part into which the Land may at any time be subdivided and each parcel into which it may at any time be consolidated, and will bind all present and subsequent owners of the Land, including their respective heirs, executors, administrators, successors, and assigns.

TO: Corporate and Administrative Services Committee – March 23, 2017

AUTHOR: Angie Legault, Senior Manager, Administration and Legislative Services

SUBJECT: EGMONT/PENDER HARBOUR LIBRARY SERVICE ALTERNATIVE APPROVAL PROCESS

RECOMMENDATION(S)

THAT the report titled Egmont/Pender Harbour Library Service Alternative Approval Process be received;

AND THAT the deadline for receiving elector responses be May 30, 2017 at 4:30 pm;

AND THAT the elector response form be established as presented;

AND FURTHER THAT the total number of electors of the area to which the approval process applies (Egmont/Pender Harbour Library Service Area) be determined to be 2,120 (10% threshold = 212).

BACKGROUND

Egmont/Pender Harbour Library Service Establishing Bylaw No. 1086, 2017 was given three readings at the regular Board meeting of March 9, 2017.

Establishing the library funding service in Area A must be done with approval of the electors and staff have been directed to proceed with an Alternative Approval Process (AAP) for this purpose. As part of the process, the Board must set the deadline for receiving elector response forms, approve the elector response form and determine the total number of electors to which the AAP applies (portion of Electoral Area A).

DISCUSSION

A schedule for the AAP (Appendix 1) has been prepared for review and adoption of the deadline for receiving elector response forms. An elector response form (Appendix 2) has also been drafted for review and Board approval.

Staff have calculated the total number of electors of the area to which the approval process applies (the Egmont/Pender Harbour Library Service Area) at **2,120**. The number of electors was calculated by using the number of resident electors on the Provincial voters list in the Service Area, as received from Elections BC on March 30, 2016 (2,060), subtracting the electors within the Sechelt Indian Government District (12) and adding the number of non-resident property electors currently registered for properties within the Service Area, excluding those property owners who also reside within the Service Area (72). This figure must be adopted by the Board. Approval of the electors by AAP is obtained if the number of elector responses received by the established deadline is less than 10% of this total (**212**).

Financial Implications

The cost of statutory advertising for the AAP is estimated to be \$1,500 which will be funded by Area A Feasibility [151] and ultimately the new service if approved.

Communications Strategy

In addition to statutory advertising, an information package will be prepared prior to the start of the AAP. The information package will include background information, a copy of the service establishing bylaw, the formal AAP notice and financial information. Information packages will be made available on the Sunshine Coast Regional District (SCRD) website, at the South Pender Harbour Water office and at the SCRD Administration office (1975 Field Road).

STRATEGIC PLAN AND RELATED POLICIES

Establishing a library funding service in Area A supports the Strategic Priority to 'Facilitate Community Development' and the SCRD values of Collaboration, Equity and Transparency.

CONCLUSION

Establishing a library funding service in Area A must be done with approval of the electors. Staff have been directed to proceed with an AAP to authorize the establishment of the service. As part of the process, the Board must set the deadline for receiving elector response forms, approve the elector response form and determine the total number of electors to which the AAP applies (portion of Electoral Area A).

Staff recommend the Board adopt the recommendations relating to the AAP. If less than 10% of electors within the service area (212) sign and submit a completed elector response form by the deadline, elector approval is deemed to have been obtained and the Board can proceed to adopt the bylaw.

Reviewed by:				
Manager		Finance		
GM		Legislative	X - AL	
CAO	X-JL	Other		

Appendix 1

Alternative Approval Process Schedule for Egmont/Pender Harbour Library Service Establishing Bylaw No. 1086, 2017

Date	Action
Mar 9	Egmont/Pender Harbour Library Service Establishing Bylaw No. 1086, 2017 receives 3 rd reading
Mar 13	Bylaw forwarded to Ministry of Community, Sport & Cultural Development for approval of the Inspector of Municipalities
Apr 21	First Notice of AAP published in the Coast Reporter
Apr 28	Second Notice of AAP published in the Coast Reporter
May 30	Deadline for submission of AAP forms
June 8	Report on results of AAP
June 8	Adopt Bylaw No. 1086 if less than 212 elector responses submitted



Appendix 2

SUNSHINE COAST REGIONAL DISTRICT

ELECTOR RESPONSE FORM

Alternative Approval Process for Egmont/Pender Harbour Library Service Establishing Bylaw No. 1086, 2017

By completing this elector response form, I **OPPOSE** the Regional District Board's intention to adopt *Egmont/Pender Harbour Library Service Establishing Bylaw No. 1086, 2017* unless a vote is held.

I certify that:

- I am a person entitled to be registered as an Elector (pursuant to the *Local Government Act*) within the Egmont/Pender Harbour Library Service Area (portion of Electoral Area A Egmont/Pender Harbour);
- I have not previously signed an Elector Response Form with respect to this Bylaw; and
- I am <u>OPPOSED</u> to the adoption of *Egmont/Pender Harbour Library Service Establishing Bylaw No. 1086, 2017* unless a vote is held.

Full Name of	Elector
	(please print)
Signature	
Address	
Date	
Choose one:	□ I am a resident elector (see reverse for eligibility requirements)
	$\hfill \square$ I am a non-resident property elector who lives in another community and own property in the service area at:
	(address) (see reverse for eligibility requirements)

This Elector Response Form <u>MUST</u> be received at the Sunshine Coast Regional District office <u>ON OR BEFORE 4:30 PM, TUESDAY, MAY 30, 2017.</u>

Elector Response Forms may only be returned **by mail or delivered in person** Monday through Friday excluding statutory holidays.

Approval of the electors by alternative approval process is obtained if less than 212 elector responses are received by the stated deadline. Submit the Elector Response Form to:

Sunshine Coast Regional District 1975 Field Road, Sechelt, BC V0N 3A1 Phone: 604-885-6800

INFORMATION REGARDING QUALIFICATIONS FOR ELECTORS

RESIDENT ELECTORS:

- age 18 or older; and
- a Canadian citizen; and
- a resident of British Columbia for at least 6 months immediately before signing this elector response form; and
- a resident of the jurisdiction of the Sunshine Coast Regional District for which the AAP is taking place for at least 30 days immediately before signing this elector response form; and
- not disqualified by any enactment from voting in an election or otherwise disqualified by law.

NON-RESIDENT PROPERTY ELECTORS:

- age 18 or older; and
- a Canadian citizen; and
- a resident of British Columbia for at least 6 months immediately before signing this elector response form; and
- a registered owner of real property in the jurisdiction of the Sunshine Coast Regional District for which the AAP is taking place for at least 30 days immediately before signing this elector response form; and
- the only persons who are registered owners of the real property, either as joint tenants or tenants in common are individuals who are not holding the property in trust for a corporation or another trust; and
- not entitled to register as a resident elector in the jurisdiction of the Sunshine Coast Regional District for which the vote is taking place.
- not disqualified by any enactment from voting in an election or otherwise disqualified by law;
 and
- if there is more than one registered owner of the property (either as joint tenants or tenants in common), only one of those individuals may, with the written consent of the majority of the owners, register as a non-resident property elector; and
- a person may only register as a non-resident property elector in relation to one parcel of real property in a jurisdiction.

NOTE: No corporation is entitled to be registered as an elector or have a representative registered as an elector and no corporation is entitled to vote.

TO: Corporate and Administrative Services Committee – March 23, 2017

AUTHOR: Darren Joseph, Asset Management Coordinator

SUBJECT: 2017 ASSET MANAGEMENT UPDATE

RECOMMENDATION(S)

THAT the report titled 2017 Asset Management Update be received for information.

BACKGROUND

At the January 26, 2015 Corporate and Administrative Services Committee meeting, staff presented a report titled, "Draft SCRD Corporate Asset Management Plan". The first edition of the Corporate Asset Management Plan was then adopted by the Board of Directors at the January 26, 2015 Regular Board meeting.

The purpose of this report is to provide the Board with an update on the SCRD's progress and work plan in regards Asset Management.

DISCUSSION

Upon completion of the first edition of the Corporate Asset Management Plan, staff have been working on improving asset management practices at the Sunshine Coast Regional District (SCRD) by focusing on the following two areas: implementation of Enterprise Asset Management software and development of detailed asset inventories. With a better understanding of the cost to maintain existing infrastructure, as well as the infrastructure's replacement value, staff can begin defining the lifecycle cost of delivering the various services that the SCRD provides. The work identified in the asset management framework, developed by Asset Management BC, is heavily dependent on having these three areas completed.

Enterprise Asset Management Software

On June 20, 2016, the SCRD entered into an agreement with Esri Canada for the Cityworks Asset Management System (AMS). The Cityworks AMS implementation kicked-off on August 25, 2016. In the subsequent four months, staff worked diligently to prepare the software for a January 1, 2017 go-live date for Fleet, Water, and Wastewater work orders and to capture calls from the public regarding Transit, Water, and Wastewater related issues. Prior to the end of 2017, staff anticipate rolling out the software to include Ports, Facilities, and Parks assets.

Cityworks AMS contains built-in functionality, such as lifecycle and risk models, that will assist the SCRD with determining asset renewal timing and costs. The software has also been configured so that the SCRD has a better understanding of the cost of providing our various services and the frequency in which service delivery is currently provided.

Development of Detailed Asset Inventories

In the last several months, the Corporate and Administrative Services Committee has been presented with staff reports regarding 20-year capital plans for the recreation facilities and fire departments. These capital plans were developed as a result of having detailed asset inventories completed. (Detailed inventories not only include componentization of larger assets, but determination of their individual useful lives and replacement values.) These existing inventories will be incorporated into Cityworks AMS, and annual asset condition assessments conducted by staff will provide more accurate capital plans in years to come.

Detailed asset inventories are in development for Ports. Parks, and community Wastewater collection and treatment infrastructure.

Defining Lifecycle Costs for Service Delivery

Lifecycle costs for delivering services are defined by the ongoing cost to maintain assets and their eventual replacement cost. Multiple factors may contribute to the overall cost of service delivery. For instance, a sports field needs to be mowed, aerated, sanded, seeded, and fertilized; the associated irrigation and drainage systems needs to be tested and occasionally repaired; goal posts require repair and replacement; and eventually the field itself will need to be reconstructed. All of these factors will be considered when determining the cost of providing sports fields to be used by community organizations.

With that information staff can better understand the financial and social impact of increasing or decreasing how these services are delivered, and how our service delivery compares to industry standards or to other local governments.

Financial Implications

The SCRD owns a vast variety of infrastructure at various stages of their useful lives. One commonality that all of the infrastructure shares is having significant replacement value. In order to ensure continued fiscal responsibility, staff will need advance notice of costly asset renewals, methods of prioritizing the renewals, and a clear understanding of the cost of owning infrastructure and continuing to provide those services.

STRATEGIC PLAN AND RELATED POLICIES

Ensuring the Asset Management Plan is incorporated into the financial planning process is a "Success Indicator" of the Boards Strategic Priority to "Ensure Fiscal Sustainability".

CONCLUSION

The first edition of the Corporate Asset Management Plan included many recommendations "...to increase knowledge and understanding of assets and thereby increase confidence levels in future planning, forecasts, and optimization.". The work that has been completed to date, and that is still under development, addresses many of the recommendations. Future iterations of the plan will benefit from the detail being collected today.

Reviewed by:				
Manager		Finance		
GM	X-TP	Legislative		
CAO	X-JL	Other	X-DJ	

TO: Corporate and Administrative Services Committee- March 23, 2017

AUTHOR: Tina Perreault, General Manager, Corporate Services / Chief Financial Officer

SUBJECT: GRANTS STATUS UPDATE

RECOMMENDATION(S)

THAT the report titled Grants Status Update be received for information.

BACKGROUND

The Sunshine Coast Regional District (SCRD) applies regularly for grants available to undertake projects in every department each year. Staff are diligent in searching out new grant opportunities and aligning where possible, with the Board's Strategic Plan, the Integrated Five-Year Service Plan or currently approved projects.

The purpose of this report is to update the Committee on any recent grant application notifications, pending applications and grants in progress as well as provide information on potential new opportunities expected to be available in the near future.

DISCUSSION

Grant Application Notifications:

The table below summarizes recent grant application notifications:

Program Name	Project	Funding Received	Status	Area(s) Affected
BC Recreation and Parks Association Family Day Grants	BC Family Day Events – PHAFC, GACC, SAC, GDAF & Dakota Ridge	\$3,750	Approved	All areas
Clean Water and Waste Water Fund	Square Bay Waste Water Treatment Plant Upgrade	\$697,303	Approved	В
Canada 150 Community Infrastructure Program	Community Recreation Facilities Capital Improvements	\$0	Denied	B, D, E, F, DOS, TOG, SIGD
BC Rural Dividend Fund	Granthams Community Hall Revitalization	\$0	Denied	F
Sunshine Coast Community Forest Legacy Fund	Wildfire Structural Protection Unit	\$0	Denied	Regional
Bike BC	Redrooffs Road Highway 101 to Mintie Bicycle Pedestrian Safety Improvements	\$0	Denied	В

Pending Grant Applications:

Below is an updated summary of pending grant applications submitted or in progress for which no notification has been received to date:

Funding Provider	Program Name	Project	Funding Request	Submission Date	Area(s) Affected
Canadian Heritage	Canada Cultural Spaces Fund	Grantham Hall Restoration	TBD	In progress	F
Ministry of Community, Sport and Cultural Development	Clean Water and Waste Water Fund	Pender Harbour Water Systems Water Main Upgrades	\$2,739,0 00	Nov. 23, 2016	A
Ministry of Community, Sport and Cultural Development	Clean Water and Waste Water Fund	Merill Cresent WWTP Septic System Replacement	\$53,950	Nov. 23, 2016	А
Ministry of Community, Sport and Cultural Development	Clean Water and Waste Water Fund	Canoe Road WWTP Septic System Replacement	\$62,250	Nov. 23, 2016	А
Sunshine Coast Community Foundation	Community Fund for Canada's 150th	Sunshine Coast Regional District 50 th Anniversary	\$10,000	Mar. 1, 2017	Regional
BC Ministry of Health	Age-Friendly Community Grant Program	Age-friendly Parks Trail Map	\$20,000	In Progress - Next intake expected in Fall 2017	Rural Areas
Employment and Social Development Canada	Canada Summer Jobs	Community Parks - Seasonal Student Labour	\$10,000	Feb. 3, 2017	Rural Areas

Grants Received and in Progress:

The table below summarizes approved grant funding received for project works and programs which are currently in progress:

Funding Provider	Program Name	Project	Approved Funding	Project Completion Deadline	Area(s) Affected
BC Ministry of Forests, Lands and Natural Resource Operations	Invasive Plant Program	Invasive Plant Management – Coordination and Awareness	\$6,000	Mar. 31, 2017	Regional
BC Ministry of Community, Sport and Cultural Development	2016 Asset Management Planning Program	Recreation Facilities Building Condition Assessment	\$8,957	May. 31, 2017 (extended from Dec. 30, 2016)	B, D, E, F, DOS, TOG, SIGD
BC Ministry of Community, Sport and Cultural Development	2016 Asset Management Planning Program	Mason Road Works Yard Building Condition Assessment	\$2,800	May. 31, 2017 (extended from Dec. 30, 2016)	Regional
BC Ministry of Community, Sport and Cultural Development	2016 Asset Management Planning Program	Community Halls Building Condition Assessment	\$4,200	May. 31, 2017 (extended from Dec. 30, 2016)	Rural Areas
Infrastructure Canada	Gas Tax Strategic Priority Fund	Enterprise Asset Management Software Implementation	\$412,831	Dec. 31, 2017	Regional
Infrastructure Canada, BC Ministry of Community, Sport and Cultural Development	New Build Canada Fund – Small Communities Fund	Regional Water Cross Connection Control and Universal Metering Program – Phase 2	\$3,446,666	Mar. 31, 2018	A, B, D, E, F and DoS
Western Economic Diversification Canada	Canada 150 Community Infrastructure Program	Dock Repairs and Installations	\$160,100	Mar. 31, 2018	B, D, E, F
Infrastructure Canada, BC Ministry of Community, Sport and Cultural Development	Clean Water and Waste Water Fund	Square Bay Waste Water Treatment Plant Upgrade	\$697,303	Mar. 31, 2018	В

Completed Grants:

The table below is a summary of recently completed grants:

Funding Provider	Program Name	Project	Funding Request	Completion Date	Area(s) Affected
Island Coastal Economic Trust	Economic Development Readiness Program	Regional Economic Development Strategy	\$7,125	Dec. 31, 2016	Regional

Upcoming Opportunities:

Federal Gas Tax Strategic Priorities Fund

The purpose of this program is to provide funding for strategic investments that are large in scale, regional in impact or innovative. The program covers up to 100% of eligible approved project costs up to a maximum grant contribution of \$6 million.

Applications for the current intake are being accepted until June 1, 2017. Staff are currently reviewing the program requirements and identifying potential eligible projects and will report back to the Committee.

Financial Implications

Grants received and in progress have been incorporated into the 2017-2021 Financial Plan. Staff will bring a further report detailing any financial implications if the SCRD is successful in receiving funding for any of the pending grant applications.

Timeline for next steps or estimated completion date

Staff are continuously monitoring for grant funding opportunities that align with the Board's Strategic Plan and will bring forward a further report with details on new Spring application intakes and opportunities as program details are announced.

STRATEGIC PLAN AND RELATED POLICIES

The SCRD Strategic Plan including Ensuring Fiscal Sustainability, Supporting Sustainable Economic Development and Facilitating Community Development and embodies the spirit of the Mission Statement "To provide leadership and quality services to our community through effective and responsive government."

CONCLUSION

The SCRD applies regularly for grants available to undertake projects in every department each year that align with the Board's Strategic Plan.

Details on recent application notifications, pending grant application and grants received and in progress are provided for information.

Staff are continuously monitoring for new funding opportunities and will report back on new application intakes and opportunities as program details are announced.

Reviewed by:				
Manager		Finance	X-TP	
GM		Legislative		
CAO	X-JL	Other		

TO: Corporate and Administrative Services Committee - March 23, 2017

AUTHOR: Angie Legault, Senior Manager, Administration and Legislative Services

SUBJECT: 2016 CENSUS RESULTS AND IMPACTS ON THE SUNSHINE COAST REGIONAL

DISTRICT

RECOMMENDATION(S)

THAT the report titled 2016 Census Results and Impacts with respect to the Sunshine Coast Regional District be received.

BACKGROUND

Statistics Canada released population and dwelling counts from the 2016 Census on February 8, 2017. The purpose of this report is to provide an overview of the census impacts on Board representation and anticipated timing for implementation.

DISCUSSION

Table 1 below shows a comparison of population between the 2016 and 2011 Census for the Sunshine Coast Regional District (SCRD).

Table 1

Sunshine Coast	2016	2011
Gibsons	4,605	4,437
Sechelt	10,216	9,291
SIGD	671	797
Area A	2,624	2,678
Area B	2,726	2,675
Area D	3,421	3,244
Area E	3,664	3,482
Area F	2,043	2,015
Total	29,970	28,619

The number of votes to which each municipality or electoral area is entitled is determined by population, voting unit established by letters patent and the *Local Government Act*. In the SCRD, for every 2,000 persons, an area is allowed one vote. If a municipality has more than 5 votes a second director is required and the votes must be distributed as evenly as possible between the directors from that municipality (*Local Government Act* Sections 196-197).

After the release of a Census, the Minister of Community, Sport and Cultural Development will certify the municipal and electoral area populations for the purpose of regional district voting.

When this is completed, the SCRD will receive formal notification of the figures and the effective date. Based on past experience, the certification is likely to be received in summer 2017 with an effective date anticipated in time for the annual election of the Board Chair.

Financial Implications

The financial implications for 2017 are negligible; however staff will provide information on potential impacts related to Boardroom furniture and Director remuneration prior to the 2018 budget process.

STRATEGIC PLAN AND RELATED POLICIES

Value: Transparency

CONCLUSION

Statistics Canada released population and dwelling counts from the 2016 Census on February 8, 2017.

The purpose of this report is to provide an overview and communication of the census impacts on Board representation and anticipated timing for implementation.

Reviewed by:				
Manager		Finance		
GM		Legislative	X-AL	
CAO	X-JL	Other		

TO: Corporate and Administrative Services Committee – March 23, 2017

AUTHOR: Bess Wong, Manager, Purchasing and Risk Management

SUBJECT: Contracts between \$20,000 and \$100,000 – to March 5, 2017

RECOMMENDATION

THAT the report titled Contracts between \$20,000 and \$100,000 – to March 5, 2017 be received for information.

BACKGROUND

Sunshine Coast Regional District (SCRD) Delegation Bylaw No. 532, 2003 directs staff to provide the Committee with a monthly report on all new contracts entered into that fall between \$20,000 and \$100,000. Reports include purpose, function and vendor information.

DISCUSSION

There were 98 contracts/purchase orders entered into in the time period February 6, 2017 to March 5, 2017 with five of which fall between \$20,000 and \$100,000 value. Amounts noted include applicable taxes.

	Supplier	Account Code	Awarded:	Budget
1.	Waterhouse Environmental Services Corp	370 – Water	\$28,275	Operational
	ISOPAC			
2.	Maxxum Analytics	350 – Solid Waste	\$29,500	Operational
	Quarterly & Bi Annual Lab Services for the Sechelt La	ındfill & Pender Harb	our Transfer S	tation
3.	Fred Surridge Ltd	370 – Water	\$35,153.20	Operational
	Inventory Water Department – Meters, Pit Registers 8	Coders etc.		
4.	Carla Par Pearson	114 – Admin	\$26,400	Operational
	Weekly Janitorial Services for Admin, Fleet, Transit, V	Vater & Parks		
5.	Waterhouse Environmental Services Corp	370 - Water	\$37,810	Operational
	ISOPAC			

STRATEGIC PLAN AND RELATED POLICIES

The disclosure of Contract Award aligns with the Board's Strategic Value of "Transparency".

CONCLUSION

SCRD Delegation Bylaw No. 532, 2003 directs staff to provide the Committee with a monthly report on all new contracts therefore this report is provided for information.

Reviewed by:					
Manager	X-BWo	Finance	X-TP		
GM		Legislative			
CAO	X-JL	Other			

TO: Corporate and Administrative Services Committee – March 23, 2017

AUTHOR: Michelle Goetz, Accounts Payable Technician

SUBJECT: DIRECTOR CONSTITUENCY AND TRAVEL EXPENSES

FOR PERIOD ENDING FEBRUARY 28, 2017

RECOMMENDATION

THAT the report titled Director Constituency and Travel Expenses for Period Ending February 28, 2017 be received for information.

BACKGROUND

The 2017 Financial Plan for line items Legislative Services Constituency Expenses and UBCM/AVICC Constituency Expenses provide a budget of \$19,800 (\$2,500 allowance per director from 110 and \$1,000 for Electoral Area Directors from 130) for the expense of running an elected official office. Based on historical use, the amount budgeted is less than the amount available under the policy. Travel Expenses within Legislative Services and UBCM/AVICC – Electoral Area Services provide an allowance of \$36,144 for mileage, meals, hotel and other various charges associated with travelling on SCRD business.

DISCUSSION

The total amount posted to Constituency Expenses for the period ending February 28, 2017 is \$2,501 leaving a surplus balance of \$17,299. The total amount posted to Legislative and UBCM/AVICC Travel Expenses is \$3,375 leaving a surplus balance of \$32,769. Figures are based on expense reports submitted up to March 7, 2017 for the period ended February 28, 2017 and a breakdown by Director is provided below.

Detail	Constituency Expense	Travel Expense (Excluding GST)	Travel Expense (Alternate)
Director Area A/Vice Chair	\$268	\$1,715	\$-
Director Area B/Chair	\$79	\$748	\$-
Director Area D	\$1,261	\$472	\$-
Director Area E	\$-	\$-	\$-
Director Area F	\$861	\$351	\$-
Director DOS	\$-	\$-	\$-
Director TOG	\$32	\$89	\$-
Director SIGD	\$-	\$-	\$-
Totals	\$2,501	\$3,375	\$-
Budget	\$19,800	\$36,144	
Surplus (Deficit)	\$17,299	\$32,769	*
* Alternate included with Direct	tor travel totals.		

The disclosure of Director Constituency and Travel Expenses aligns with the Board's Strategic Value of "Transparency".

CONCLUSION

STRATEGIC PLAN AND RELATED POLICIES

The 2017 Financial Plan for Legislative Services Constituency Expenses and UBCM/AVICC Constituency Expenses provide a budget of \$19,800 for the expense of running an elected official office, for the period ending February 28, 2017, the total amount posted to Constituency Expenses is \$2,501 leaving a surplus balance of \$17,299.

Reviewed by:					
Manager	X-SZ	Finance	X-TP		
GM		Legislative			
CAO	X-JL	Other			

TO: Corporate and Administrative Services Committee – March 23, 2017

AUTHOR: Tina Perreault, General Manager, Corporate Services / Chief Financial Officer

SUBJECT: ARCHIVES

RECOMMENDATION(S)

THAT the report titled Archives be received for information.

BACKGROUND

At the February 16, 2017 Regular Board meeting the following two recommendations were adopted:

067/17 Recommendation No. 11

Sunshine Coast Museum and Archives

THAT staff request information from the Sunshine Coast Museum and Archives as to the corporate structure, funders, infrastructure / tenancy agreements (e.g. space rental) and an overview of how contents are obtained.

Recommendation No. 14

Sechelt Community Archives

THAT staff request information from the Sechelt Community Archives as to their corporate structure, funders, infrastructure / tenancy agreements (e.g. space rental) and an overview of how contents are obtained.

DISCUSSION

Both the Sunshine Coast Museum and Archives and the Sechelt Community Archives have responded. Their correspondence are attached to this report for information.

Financial Implications

There are no further financial implications to the SCRD.

STRATEGIC PLAN AND RELATED POLICIES

By assisting small non-profit groups towards achieving self-sufficiency supports the SCRD Vision and the Strategic Priority of Facilitating Community Development.

CONCLUSION

Both the Archives on the Sunshine Coast have responded to queries regarding their organizations and are attached to this report for information.

Attachment A: Sunshine Coast Museum and Archives Response dated March 1, 2017

Attachment B: Sechelt Archives Response dated March 9, 2017

Reviewed by:					
Manager		Finance	X-TP		
GM		Legislative			
CAO	X-JL	Other			

ATTACHMENT A



716 Winn Road, P.O. Box 766 Gibsons BC V0N 1V0 Phone/Fax (604)886-8232 scm_a@dccnet.com www.sunshinecoastmuseum.ca



March 1, 2017.

Sunshine Coast Regional District 1975 Field Road Sechelt, BC VON 3A0

Attention: Tina Perreault, General Manager, Corporate Services

Dear Tina:

Regarding: Your request for information.

The Sunshine Coast Museum & Archives Society is a registered society, formed in 2000 by the merger of the Elphinstone Pioneer Museum Society and the Gibsons Maritime History Society. Prior to the merger each society held collections of artifacts and archival materials, and these collections were blended at the time of the merger. The society has a Board composed of a President, Vice President, Treasurer, Secretary, and up to seven Directors elected at the Annual General Meeting of the Society. Directors are recruited from all areas of the Sunshine Coast and from all walks of life. We have a Director from Egmont, one from Pender Harbour, two from Sechelt, one from Roberts Creek, one from Langdale and the remainder from Gibsons and area.

Our funding from the SCRD in 2016 was \$83,000, and constituted approximately 74% of our operating budget. In addition to that we raised funds through sales in our gift shop, donations at the door, sales of Purdy's Chocolates at Christmas, corporate and personal donations and sales of memberships. We also had some profit from our "Antiques and Collectibles Road Show". The funds for our capital project were raised through grants from the federal government, the Sechelt Forest, and specified donations for that purpose from many individuals as well as a drawing down of our Building Reserve Fund. We also received donations of materials and services for that project from several local businesses.

Our artifacts and archival materials are acquired by donations from residents who are anxious that historical items be preserved for the future. All items are documented by acquisition forms providing as much provenance as is possible and signed by the donor. We no longer accept temporary donations since for some that were accepted long ago we are no longer able to locate the original owners and either obtain signed accessioning or return the item. All of the items in our collections now belong to the society.



The building we utilize for exhibits belongs to the Town of Gibsons, who has generously provided space for the Museum for approximately thirty years, and is leased to the society for \$1.00 per year. Since, as is the case with most museums these days, we have far more in our collections than we can exhibit at any one time, we have also obtained a lease for space at the Gibsons Works Yard on which we have placed storage containers to house our off-site storage needs. That lease also stipulates a rental of \$1 per year, and that storage space be made available to other community groups at reasonable cost.

If this letter does not answer sufficiently any questions you, or the Board, may have, please contact me through the e-mail address which you have, or through the museum. The society will be happy to supply any information we are able to.

Yours truly,

Lorraine Goddard, President.

Lorraine Goddard

SECHELT COMMUNITY ARCHIVES

March 9th, 2017

Information re Sechelt Community Archives for SCRD Board

Corporate structure:

 The Sechelt Community Archives is a non-profit organization with a Policy Statement approved by the Sechelt Public Library Board in 1998. (see attached)

Funders:

- The Sechelt Community Archives is funded annually by the SCRD.
- A one-time grant was made by the District of Sechelt for a specific project: an inventory of the District's historically/architecturally significant buildings and structures.
- Three grants have been received from the Irving K. Barber Learning Centre at UBC to digitize 5,000 historic photographs, a hundred letters by Helen Dawe and Betty Youngson and 21 oral interviews of early settlers on the Sunshine Coast. These can be viewed on our web-site: archives.sechelt.ca

Infrastructure/tenancy agreement:

- The Sechelt Public Library agreed to provide space for the Sechelt Community Archives in the new library.
- A member of the library staff handles all financial matters relating to the archives.

Furnishings etc. donated for use in the archives by the library:

- All desks, tables and chairs
- One computer and printer
- Internet connection
- Network server
- Five units of library shelving
- One shredder
- One electric fan
- · One telephone

Furnishings and archival materials belonging to the District of Sechelt:

- One computer
- One scanner
- One five (5) drawer metal map case housing oversize photographs and maps
- Three (3) units of archival shelving (donated by the archivist)
- Thirteen (13) filing cabinets (housing the Helen Dawe collection)
- Two hundred and twenty (220) archive boxes of textual records

- Thirteen (13) large storage boxes of textual record
- Three rubber-made boxes of documents and old ledgers etc.
- Thirteen (13) framed paintings
- Five (5) framed photographs and testimonials
- Numerous books, telephone books, reports and directories relevant to Sechelt and the Sunshine Coast
- Approximately one hundred and thirty (130) artifacts of varying sizes (part of the Helen Dawe Collection)

How contents are obtained:

Individuals, organizations, societies and groups donate their records on a regular basis. A Deed of Gift form is signed by both parties and the material becomes the property of the Sechelt Community Archives. Donors have access and use of their donated records as required.

I trust this information meets with your approval.

Sincerely,

Ann Watson, Archivist

TO: THE SUNSHINE COAST REGIONAL DISTRICT BOARD

FROM: ANN WATSON, ARCHIVIST, SECHELT COMMUNITY ARCHIVES

SECHELT COMMUNITY ARCHIVES - A HISTORY

In 1983 Helen Dawe's records were donated to the District of Sechelt by her sister and in 1997 the new Sechelt Public Library agreed to house the collection. These valuable records consist of twenty eight metres of documents, photographs, maps and charts, complete newspapers and newspaper clippings, art works, videos, CDs and more than a hundred artifacts collected by Helen Dawe. Over the years the Archives have grown to eighty five metres of records received from a hundred and twenty individual donors and twenty five organizations. The Archives are the guardians of these records and have a responsibility to the donors to maintain and safeguard the materials in perpetuity. I have organized and accessioned these records and prepared Finding Aids for the public's use.

To December 2016 one thousand two hundred and fifty six (1,256) researchers have used the Archives for a total of one thousand two hundred and seventy nine (1,279) hours. They have come in person, phoned, written or e-mailed for information and in most cases the searches have been successful.

For the past twenty years I have been fortunate in having three very dedicated volunteers, the late Bea Swanson and the late Val Swanson and Janet Ansell who, between them, have spent two thousand and forty six hours (2,146) in the Archives, sorting, culling, re-filing, researching and digitizing documents, photographs and oral histories etc. Their help and local knowledge has been invaluable.

Without the support and interest of the Sechelt Public Library's librarians and staff the Sechelt Community Archives could not have functioned as well as they have.

Over the past twenty years the following archival projects have been undertaken by the Archives staff and volunteers:

- Displays in the library every year for Heritage and Archives Weeks and other events
- An Archives brochure placed in the Visitors Centre and in the library
- Numerous heritage plaques installed in Sechelt and Davis Bay
- A self-guided walking tour map in conjunction with the District of Sechelt and the Downtown Business Association
- A number of talks about Sechelt and the Sunshine Coast's histories to various organizations over the years
- Displays for the past several years at the Festival of the Performing Arts

- Display for Downtown Business Association of businesses 25 years or more in operation in Sechelt in 2016, also used for the "Jane's Walk"
- Display in the library for District of Sechelt's 30th Anniversary (last week in June 2016)
- Displays with the Sunshine Coast Museum and Archives at its annual Antiques Road Shows, and at Canada Days and Gibson's Sea Cavalcades
- With a grant from the District of Sechelt, an Inventory was prepared of Sechelt and District's historically and architecturally significant buildings
- Three grants from the Irving K. Barber Learning Centre at UBC allowed us to digitize over five thousand historic photographs, over a hundred letters between Helen Dawe and Betty Youngson and twenty one oral histories
- I have written histories of Sechelt's streets Cowrie, Mermaid, Inlet, The Boulevard and (in progress) Wharf Road
- Other histories have been compiled of Redrooffs Road, Sandy Hook, Tuwanek, Wilson Creek, Davis Bay and Selma Park; the last three for the Davis Bay, Selma Park, Wilson Creek Community Association and of Jack Mayne, first Notary Public in Sechelt for Dr. Culhane
- Since 2007 forty seven students have used the Archives for information for their annual Len van Egmond scholarship essays

Although working only one day a week we feel we have contributed much to keeping Sechelt and District's and the Sunshine Coast's histories alive and available to the public.

Submitted by

Archivist, Ann Watson, MA, Dip.Ed. Dip.P.H.

March 9th. 2017

SECHELT COMMUNITY ARCHIVES

POLICY STATEMENT

The Sechelt Community Archives exist to:

- 1. preserve the Helen Dawe collection of materials relating to Sechelt's history.
- collect and preserve archival material pertaining to the development and growth of the Sechelt Village and District and the Sunshine Coast from Egmont to Port Mellon.
- 3. collect and preserve archival material from the arrival of the first settlers; from first official land survey of the area; from first contact with the Sechelt First Nation.
- 4. provide adequate and appropriate conditions for the storage, protection and preservation of archival materials.
- 5. provide regular reference services to individuals, organizations or other groups interested in the activities and holdings of the archives.
- 6. provide educational and outreach programmes whenever possible to increase public awareness and appreciation of Sechelt's history.

Material acquired by or donated to the archives shall become the property of the archives. Material no longer relevant may be deaccessioned with written approval of the Archives Governing Board. All information regarding the deaccessioning to be retained in the archives' records.

The archives have the right to reproduce material in the archives by mechanical, electronic or Photographic means for security, conservation, display or research purposes.

The archives will accept historical material of the Sechelt District and Sunshine coast of any medium including textual records, maps, plans and architectural records, photographs and other visual records, sound recordings, oral and visual history tapes. Books, printed material, artifacts will only be accepted at the discretion of the 'Archives Governing Board' and the archivist.

The archives retain the right to charge fees for any reproductions or other research services. A schedule of fees will be established.

The archives will only accept material on a permanent basis unless borrowed on a short term loan to reproduce or use in displays.

Material from the archives may be loaned to other institutions or organizations under the following circumstances:

- 1. written authorization from the 'Archives Governing Board' or archivist.
- 2. the borrower ensures adequate care and handling of loaned material.

If the archivist determines the material on loan is not being cared for adequately the loan can be cancelled and a request be made for the material to be returned.

Archival material may not be physically abused, or used in a libellous or illegal manner by users.

Approved by the Sechelt Public Library Board of Governors in 1998.

Ann Watson, Archivist

SECHELT COMMUNITY ARCHIVES

Position:

Sechelt Community Archivist

Job Description:

- The Sechelt Community Archivist will administer, coordinate and maintain the Helen Dawe Collection, Donors records and other archival materials in the Sechelt Community Archives.
- the Archivist will develop a comprehensive archives policy, clearly defining its purpose and goals and the types of material it will acquire
- have the archives policy approved and endorsed by the sponsoring or parent institution.
- acquire appropriate material, actively gathering records from the community, organizations and institutions
- gain legal control over archival holdings, documenting the archives' ownership of records
- gain intellectual control over archival holdings, knowing what material is in the archives and from where it came
- gain physical control over archival holdings, storing them properly and securing them against theft, damage, and environmental or human hazards
- make archival materials available for use by the creators, donors, and the general public

Qualifications:

- The archivist should be trained, educated and experienced in archival work
- willing to commit energy and time to the job
- enthusiastic about the development and maintenance of an archives
- ability to prepare, maintain and control a variety of records and to analyze and make regular reports on matters related to the archives
- it would be helpful to be knowledgeable about ones community, its individuals and local organizations
- able to deal effectively and courteously with researchers and visitors to the archives

Salary and hours:

To be established

SECHELT COMMUNITY ARCHIVES

ANNUAL REPORT FOR 2016

TO: MARGARET AND SECHELT PUBLIC LIBRARY BOARD

COPY TO: SIOBHAN SMITH, DISTRICT OF SECHELT ARTS CO-ORDINATOR

FROM: ANN WATSON, ARCHIVIST

ARCHIVAL WORK:

Throughout the past year seventeen new individuals and four new organisations donated their records to the archives. These materials consisted of photographs, postcards, complete newspapers, newspaper clippings, paintings, a 1925-1926 Sechelt Hotel Register and the organizations' own records. Records were added to the existing fonds of five organisations and several individuals. I am pleased that regular deposits of records continue to be made by organisations and individuals that have been using the archives for many years. The back log of material waiting to be sorted and added to existing records has been significantly reduced and the computer inventories are almost all up to date.

For Heritage Week in February I prepared a display "The Story of a House" – Nick Gilbert's memories and photographs of his childhood in Selma Park during WW11 and up to the 1960s. This was shown in conjunction with the Sunshine Coast Museum and Archives Antique Road Show in the Sunnycrest Mall in Gibson's.

Work on the Irving K. Barber Learning Centre's project was completed and our web site now has two new components, thanks to the Learning Centre's grant: correspondence between Helen Dawe and Betty Youngson and oral interviews by Rosella Leslie can be viewed and heard at archives.sechelt.ca The final report and publicity component were completed by the end of March.

The 30th Anniversary of the District of Sechelt was celebrated with displays at the Downtown Business Association's AGM and dinner in February, at its Spring Fair in April, at Jane's Walk in May, and in the Sechelt Public Library for the District's actual birthday (June 30th) and Canada Day on July 1st. "Thirty Years of Business in Sechelt" was the theme of these displays. I also co-authored an article for the Coast Life magazine with Matthew Lovegrove of the Sunshine Coast Museum and Archives about the thirty years history of the District of Sechelt.

Siobhan and I worked on a self-guided heritage tour app to compliment the existing art walking tour app. I gave the historic component of "Jane's Walk" around downtown Sechelt in May and talked to the Board of the Seniors Activity Centre on the importance of Archives and of preserving their legally and historically significant records.

VOLUNTEERS:

Val Swanson and Janet Ansell worked tirelessly throughout the year on their various projects. Val continued to refine the Helen Dawe Collection and to update its computer inventory. Janet completed the remaining computer work for the Irving K. Barber Learning Centre project, and then returned to preparing photographs and texts to add to our web site.

Sadly Val died suddenly in September and she is sorely missed by Janet and I. Her knowledge of Sechelt's history, computer and photographic skills were invaluable. The Archives will benefit in the future from a bequest from her estate.

RESEARCH:

Fifty (50) searches were made during 2016 either by myself, Val and Janet, or by the researchers themselves for a total of fifty five and a half (55 $\frac{1}{2}$) hours.

It is interesting to note how many significant anniversaries were or are about to be celebrated. Photographs and information were researched for Halfmoon Bay's 50th anniversary, for Pender Harbour's Branch of the Coast Health Auxiliary's upcoming 80th Anniversary, for the 30th Anniversary of the Sechelt Club of the Canadian Federation of University Women's Clubs, for Saint Mary's (Sechelt Hospital) Thrift Store's 50th Anniversary and the District of Sechelt's 30th Anniversary.

OTHER WORK:

Two letters have been sent to the District of Sechelt Council requesting information on the future location of the Sechelt Community Archives, no reply has been received to date. I am working with Siobhan Smith, Arts Coordinator, regarding this matter.

I continue to be on the Sunshine Coast Performing Arts Committee and plan to have the Archives participate in the 2017 events being organized to celebrate Canada's 150th Birthday.

Finally and most importantly my sincere thanks to you Margaret, your staff, the Library Board and to Siobhan for all the help you give to, and interest you show in, the Archives.

Submitted by

Ann Watson, Archivist

donn Watson





MASTER FILE COPY

March 6, 2017

File No: PUP #102714/Tetrahedron Park

VIA EMAIL

Garry Nohr, Chair Board of Directors Sunshine Coast Regional District 1975 Field Road Sechelt, BC V0N 3A1

Dear Mr. Nohr:

RE: Park Use Permit (PUP) #102714 Amendment Application

On January 30, Janette Loveys, Chief Administration Officer, submitted an updated permit amendment application on behalf of the Sunshine Coast Regional District (SCRD) for the construction of a trenching system to allow additional draw-down of Chapman Lake for the purpose of maintaining the Sunshine Coast community water supply.

BC Parks staff are in the process of reviewing the permit application to ensure the information provided is complete and addresses BC Parks' June 8, 2016 comments submitted to the SCRD. We anticipate having a response to you regarding the completeness of the updated application by March 17, 2017.

As outlined in the February 16, 2017 letter from Jim Standen, Assistant Deputy Minister, to Ms. Loveys, BC Parks has conducted further legal review and identified a legal risk with issuance of a park use permit as the rights for water under the *Water Sustainability Act* are new rights and therefore not considered grandfathered under Section 30 (3) of the *Park Act* which allows for continuation of rights that pre-existed establishment of a park under Schedule D of the *Park Act*. As a result, BC Parks has determined we will need to pursue either a park boundary modification or a re-designation of the park area before a decision on the permit amendment application can be made.

The Tetrahedron Provincial Park Management Plan (1997) recognizes the role of the park in maintaining and enhancing the supply of water for the local community. The management plan indicates that "[w]here regional water supply improvements are proposed, an impact assessment and comprehensive pubic consultation process will be developed." The management plan also states that "[a] number of designation options will be prepared and a decision will be sought that will enable BC Parks to authorize the SCRD to enhance and manage the Chapman/Gray Creek watersheds within the park for future population needs. A public consultation process to review any options proposed by government that may affect the existing park status will be

implemented." Consistent with the management plan, BC Parks will be reviewing options that will enable BC Parks to authorize the SCRD to maintain the community water supply. A park boundary amendment or using a different designation for the park area both require an Act of the Legislature. The process will also involve consultation with the public and First Nations, and BC Parks will work with the SCRD through this process.

We will continue to work with Ms. Loveys on the process, timelines, and to clarify roles and responsibilities as we move forward. We understand the Regional District's critical need for an expedient resolution in order to secure a sustainable water supply for the community. In the case any potential water shortage emergencies may emerge in the interim, we will work with the SCRD to provide authorization for temporary measures such as deployment of the siphon system.

Sincerely,

Jennie Aikman

Regional Director, South Coast Region

Cc: Janette Loveys, Chief Administration Officer, Sunshine Coast Regional District Jim Standen, Assistant Deputy Minister, BC Parks and Conservation Officer Service Ken Morrison, Manager, Planning and Land Administration Section, BC Parks Remko Rosenboom, Manager, Water Authorizations, Ministry of Forests, Lands and Natural Resource Operations