



# REGIONAL DISTRICT OF NORTH OKANAGAN

## WHITE VALLEY PARKS, RECREATION and CULTURE ADVISORY COMMITTEE

Thursday, June 16, 2016  
9:00 a.m. Lumby Municipal Hall

### REGULAR AGENDA

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#### A. APPROVAL OF AGENDA

##### 1. White Valley Parks, Recreation and Culture Advisory Committee – June 16, 2016

(Opportunity for Introduction of Late Items)

(Opportunity for Introduction of Late Items – In Camera Agenda)

##### **RECOMMENDATION 1**

That the Agenda of the June 16, 2016 White Valley Parks, Recreation, and Culture Advisory Committee meeting be approved as presented.

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#### B. ADOPTION OF MINUTES

##### 1. White Valley Parks, Recreation and Culture Advisory Committee – April 28, 2016

##### **RECOMMENDATION 2**

**Page 1**

That the minutes of April 28, 2016 White Valley Parks, Recreation and Culture Advisory Committee meeting be adopted as circulated.

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#### C. DELEGATIONS

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#### D. UNFINISHED BUSINESS

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**E. NEW BUSINESS**

**1. Renewal of Mabel Lake Community Hall / Tolley Park Facility Occupancy and Use Agreement**

- Staff report dated June 8, 2016

**RECOMMENDATION 3**

**Page 4**

That it be recommended to the Board of Directors, the Mabel Lake Community Hall and Tolley Park Facility Occupancy and Use Agreement between the Regional District and the Mabel Lake Community Club, be renewed for a five year term effective January 1, 2016.

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**2. White Valley Parks, Recreation and Culture Advisory Committee Meeting Date Conflict – July 21, 2016**

- Staff to provide verbal report

**FOR DISCUSSION**

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**F. BUSINESS ARISING FROM DELEGATIONS**

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**G. REPORTS**

**1. Monthly Reports – April and May 2016**

- White Valley Community Centre
- White Valley Parks
- Pat Duke Memorial Arena
- Lumby Outdoor Pool

**RECOMMENDATION 4**

**Page 16**

That the April and May 2016 White Valley Parks, Recreation, and Culture monthly reports be received for information.

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**H. IN CAMERA**

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**I. ADJOURNMENT**



## REGIONAL DISTRICT OF NORTH OKANAGAN

MINUTES of a **REGULAR** meeting of the **WHITE VALLEY PARKS, RECREATION AND CULTURE ADVISORY COMMITTEE** of the **REGIONAL DISTRICT OF NORTH OKANAGAN** held in the Boardroom at the Village of Lumby Municipal Hall, Lumby, BC on Thursday, April 28, 2016.

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**Members:** Director R. Fairbairn Electoral Area "D" Chair  
Alternate Director R. Ostafichuk Village of Lumby Vice Chair  
Director H. Cameron Electoral Area "E"

**Staff:** T. Nelson Community Development Coordinator  
S. Banmen General Manager, Finance

**Also** Trustee D. Squair School District No. 22

\* Denotes presence for part of meeting

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### CALL MEETING TO ORDER

The meeting was called to order at 9:10 a.m.

### APPROVAL OF AGENDA

#### White Valley Parks, Recreation and Culture Advisory Committee – April 28, 2016

Moved and seconded by Alternate Director Ostafichuk and Director Cameron  
That the Agenda of the April 28, 2016 White Valley Parks, Recreation, and Culture Advisory Committee meeting be approved with the following addition:

- Item E.5. – Budget Amendment for Lumby Curling Club Compressor Replacement **CARRIED**

### ADOPTION OF MINUTES

#### White Valley Parks, Recreation and Culture Advisory Committee – March 24, 2016

Moved and seconded by Director Cameron and Alternate Director Ostafichuk  
That the minutes of March 24, 2016 White Valley Parks, Recreation and Culture Advisory Committee meeting be adopted as circulated. **CARRIED**

### NEW BUSINESS

#### Cherryville Cenotaph Project Report

Moved and seconded by Alternate Director Ostafichuk and Director Cameron  
That the 2016 Cherryville Cenotaph Project Improvement Report be received for information. **CARRIED**

### **Kraft Hockeyville**

Moved and seconded by Alternate Director Ostafichuk and Director Cameron  
That the following correspondence be received for information:

- Letter dated April 8, 2016 regarding the composition of the Kraft Hockeyville Spending Funds Steering Committee.
- Email correspondence dated April 13, 2016 regarding Kraft Hockeyville community led fundraising be received for information.

**CARRIED**

### **Street or Park Naming Request**

Moved and seconded by Alternate Director Ostafichuk and Director Cameron  
That the letter dated March 31, 2016 to consider the naming of a street or park in Lumby be received for information.

**CARRIED**

### **White Valley Parks, Recreation and Culture Fees Imposition Bylaw Amendment No. 2718, 2016**

Moved and seconded by Alternate Director Ostafichuk and Director Cameron  
That it be recommended to the Board of Directors, White Valley Parks and Recreation Fees Imposition Amendment Bylaw No. 2718, 2016 be given First, Second and Third Readings; and further,

That White Valley Parks and Recreation Fees Imposition Amendment Bylaw No. 2718, 2016 be adopted.

**CARRIED**

### **Budget Amendment for Lumby Curling Club Compressor Replacement**

Moved and seconded by Director Cameron and Alternate Director Ostafichuk  
That it be recommended to the Board of Directors, \$10,000 be approved in the 2016 White Valley Parks, Recreation and Culture (070) budget to replace the compressor at the Lumby Curling Club, with funds to come from the Community Works Fund contingent upon Village of Lumby's approval to shared participation, otherwise with funds to come from White Valley Parks, Recreation and Culture (070) reserves.

**CARRIED**

## **REPORTS**

### **Monthly Reports – March 2016**

Moved and seconded by Alternate Director Ostafichuk and Director Cameron  
That the March 2016 White Valley Parks, Recreation, and Culture monthly reports be received for information.

**CARRIED**

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 10:45 a.m.

Next meeting: Thursday, May 19, 2016

**CERTIFIED CORRECT**

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Chair  
Rick Fairbairn

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Community Development Coordinator  
Tannis Nelson

Unadopted



**REGIONAL DISTRICT  
of  
NORTH OKANAGAN**

# REPORT

File No.: 2240.20.070

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**TO:** White Valley Parks, Recreation and Culture  
**FROM:** Parks, Recreation and Culture  
**DATE:** June 8, 2016  
**SUBJECT:** Renewal of Mabel Lake Community Hall / Tolley Park Facility  
Occupancy and Use Agreement

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**RECOMMENDATION:**

That it be recommended to the Board of Directors, the Mabel Lake Community Hall and Tolley Park Facility Occupancy and Use Agreement between the Regional District and the Mabel Lake Community Club, be renewed for a five year term effective January 1, 2016.

**BACKGROUND/HISTORY:**

The Regional District owns the Mabel Lake Community Hall and Tolley Park, and the Mabel Lake Community Club (Club) has occupied and managed them under an agreement with the Regional District since 2009. The general conditions of the Agreement provide for the Club to use the park and hall (collectively referred to as the Facility), in return for the Club's maintenance and provision of the Facility for the community's benefit.

The Regional District currently provides the Club with a regular, annual grant of \$10,000 for the purposes of operating and maintaining the Facility. The Club has also received occasional, special-project capital funding upon request.

**DISCUSSION:**

The Club is interested in renewing the Facility Occupancy and Use Agreement for another five year term, with conditions similar to the last. The modifications from the previous agreement have been shown in bold on the draft Agreement, which is included as Attachment "A".

The most notable changes to the proposed renewal agreement are related to the introduction of a water treatment system in 2012. The water treatment system is technical and requires regular maintenance by qualified professionals, in addition to water quality sampling in accordance with Interior Health directives. In order to ensure that the necessary actions are taken for the provision of safe drinking water, the Regional District (as owner of the Facility) will, at its cost, provide the maintenance and water sampling required for the water treatment system. The Club will remain responsible for the upkeep and condition of the rest of the Facility.

Another consequential change in the proposed Agreement is the requirement for the Club to provide the Regional District with regular updates on all maintenance and repairs completed on the Facility.

Building on this, the Regional District will be working with the Club to develop a more comprehensive preventative maintenance and replacement program for the Facility, which will help ensure that the Facility is being well maintained, and reduce the risk of any safety or liability issues arising.

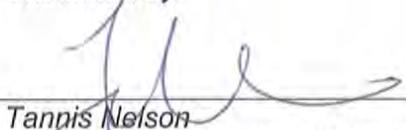
**FINANCIAL/BUDGETARY CONSIDERATIONS:**

Annual Grant - \$10,000 (Pre-existing/annual)

Annual Water Treatment System Maintenance (estimate) - \$2,500 (New)

The \$2,500 for the maintenance of the water treatment system is a new budget item, and is over and above the \$10,000 grant provided to the Mabel Lake Community Club. The budgeted amount for the water system maintenance will be fine-tuned for 2017, based on actual expenses now that they system is operational and running well. It is not anticipated that the maintenance budget will exceed the estimated \$2,500.

Submitted by:



Tannis Nelson  
Community Development Coordinator

Endorsed by:



Stephen Banmen  
General Manager, Finance

Approved for Inclusion:



David Sewell, Chief Administrative Officer

Attachment "A"

MABEL LAKE COMMUNITY HALL  
Facility Occupancy and Use Agreement

This Agreement dated for reference this            day of            , 2016.

Between:

REGIONAL DISTRICT of NORTH OKANAGAN  
9848 Aberdeen Road  
Coldstream, British Columbia  
V1B 2K9

(hereinafter referred to as the "Regional District")

AND:

MABEL LAKE COMMUNITY CLUB  
111 Shuswap Falls Road  
Lumby, B.C.  
V0E 2G6

(hereinafter referred to as the "Club")

**WHEREAS:**

- A. The Regional District is the owner of the building and property commonly known as Mabel Lake Community Hall / Tolley Park site, hereinafter called "the Facility".
- B. The Facility has been developed to serve the recreational needs of the residents of the south Mabel Lake / rural Lumby area.
- C. The Club wishes to occupy and operate the Facility.
- D. The Regional District and the Club wish to establish the terms and conditions under which the Club shall occupy and operate the Facility.

**NOW THEREFORE** the parties agree as follows:

**1. DEFINITIONS**

1.1 In this agreement:

**"Event of Force Majeure"** means acts of God or public enemy, wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, epidemics, quarantines, restrictions, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or by

## Attachment "A"

Statutory Authorities including the Regional District (providing that such orders are not issued nor any such labour disputes occasioned as a result of an act or omission of the Club, or any one employed or retained by the Club), freight embargoes or power failures, or any event or circumstance which is beyond the reasonable control of a party, which does not arise from the neglect or default of a party, and which results in material delay, interruption or failure by a party in carrying out its obligations under this agreement, but does not mean or include any delay caused by a party's lack of funds or financial condition;

**"Environmental Laws"** means all laws relating to protection of the environment and health and safety of the workplace, including all common law and the *Canadian Environmental Protection Act* (Canada), the *Fisheries Act* (Canada), the *Workers Compensation Act* (British Columbia), the *Waste Management Act* (British Columbia) and all rules and regulations made thereunder from time to time;

**"Facility"** means that structures and lands located at 111 Shuswap Falls Road, commonly referred to as the Mabel Lake Community Hall / Tolley Park.

**"Environmental Notice"** means any citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communications from any person which is related to Environmental Laws;

**"Hazardous Substance"** means any substance which is regulated under Environmental Laws, including any hazardous product, contaminant, toxic substance, deleterious substance, waste, special waste, dangerous good or reportable substance; and

**"Permit"** means any authorization, licence, approval or consent issued pursuant to any Environmental Laws;

**"Prudent Management Practice"** means the practices, including those related to public availability, safety, cost and business conduct, generally followed by responsible and reputable ice rink and recreation facilities in British Columbia;

**"Public Use"** means the use of the Mabel Lake Community Hall open to and accessible by the public upon payment of applicable fees, for recreational, cultural, and social purposes;

- 1.2 Unless otherwise specified, words in the singular include the plural and vice versa, and a reference to one gender includes the other gender.
- 1.3 Unless otherwise specified, references to time of day or date mean the local time or date in Vernon, British Columbia.
- 1.4 If any payment or calculation is to be made, or any other action is to be taken, on or as of a day which is not a Business Day, the payment or calculation is to be made, or the action is to be taken, on or as of the next day that is a Business Day.

**2. Term**

2.1 This agreement shall **be in effect from January 1, 2016 to December 31, 2020.**

2.2 So long as the Club is not in default of the terms of this agreement, the Regional District may, at the expiration of the Term, on the written request of the Club, deliver to the Regional District no later than six months before the expiration of the Term, grant to the Club one further renewal of this Agreement for a further term of five years from the end of the Term, on the same terms and conditions as set out in this agreement.

**3. RIGHTS AND OBLIGATIONS OF THE CLUB**

3.1 During the term of this agreement, the Club shall have the right to occupy the Facility.

3.2 During the term of this agreement, the Club shall:

- (a) **have the right to occupy, manage and operate the Facility for the use and enjoyment of the members of the Club and the general public;**
- (b) **manage and operate the Facility in a lawful and orderly manner in full compliance with all applicable federal, provincial, municipal and other laws and so that nothing is permitted or omitted to be done in the Facility which creates a nuisance or unlawful disturbance to the owners or occupiers of any neighbouring properties;**
- (c) **provide all experienced and qualified personnel necessary to manage operate and maintain the Facility, except as otherwise specifically provided in this agreement;**
- (d) **maintain workers compensation coverage on all of its employees who are engaged in the services described in this agreement where required, and shall provide evidence of such coverage to the Regional District;**
- (e) **have sole responsibility for the condition, maintenance and repair of the Facility and provide all equipment and supplies necessary to operate and maintain the Facility, except as otherwise specifically provided in this agreement;**
- (f) **provide the Regional District with regular reports on the condition of the Facility, and the maintenance and repairs that are completed;**
- (g) **keep the Facility in a state of good repair to the same extent and in the same manner as a prudent owner, except only for reasonable wear that does not materially affect the structure of the Facility, so that at all times through the Term and upon termination of this agreement, the Facility remains fully operational and functioning as a recreational, cultural and social facility;**

Attachment "A"

- (h) **provide to the Regional District an up-to-date rental and use schedule of the Facility in order to ensure adequate and convenient timing of water quality testing;**
- (i) have the right to rent or otherwise let use of the Facility to other recreational and/or not-for-profit user groups provided that facility use agreements, in a form acceptable to the Regional District, are executed and insurance policies are obtained. The Club shall provide to the Regional District a copy of the standard form of facility use agreement required by the Club;
- (j) have the right, on an annual basis, to submit a request for a grant for operating or capital purposes to the **Regional District** which shall be considered on an annual basis;
- (k) repair any damage to the Facility, **at its cost**, occurring during its occupancy;
- (l) **maintain insurance on the contents within the Facility that is owned by the Club;**
- (m) **provide Regional District staff with access to the Facility, upon reasonable notice;**
- (n) not do or allow to be done any act which may render void or voidable or which may conflict with the requirements of any policy of insurance in respect of the Facility of which the Club is aware;
- (o) **not** do or suffer or permit to be done any act, activity or thing to encumber the Facility and the property upon which it is located;
- (p) **not** release, compromise, assign or transfer any claim, right or benefit of the Regional District;
- (q) **meet** with the Regional District or its representatives a minimum of once per year throughout the Term to review the general operation of the Facility;
- (r) **provide** a copy of its annual financial statements to the Regional District each year **within three (3) months of its fiscal year end;**
- (s) **not** make any renovations or alterations to the Facility without the prior written approval of the Regional District;
- (t) **make** full and immediate disclosure to the Regional District of all matters coming to the attention of the Club or any of its officers, directors, employees, agents, servants or consultants in relation to the Facility and this agreement, which are material and may be adverse to the interests of the Regional District;
- (u) keep the Facility free of any builder's liens, which relate to the actions of the Club or any party for which the Club is responsible. In the event that

## Attachment "A"

any lien or claim is filed in regard to work done or labour or material supplied in connection with the Facility, the Club shall discharge it within 15 days after request made by the Regional District to the Club. The Club shall indemnify and save harmless the Regional District from and against all costs, damages, expenses, actual lawyers' costs and fees arising from or relating to any such builder's liens filed or registered against the Facility;

- (v) upon termination of its right of occupancy, leave the Facility in good repair, reasonable wear and tear excepted.
- 3.3 The Club shall pay **directly, or reimburse** to the Regional District:
- (a) all utility costs e.g. hydro, heating, telephone costs associated with the operation and maintenance of the Facility;
- (b) all other costs related to maintain and operating the facility including but not limited to:
- garbage collection and removal;
  - septic system cleaning and disposal;
  - ice and snow ploughing;
  - minor repair and maintenance, including vandalism;
  - grounds maintenance e.g. grass mowing, irrigation etc.
- 3.4 The Club shall indemnify and save harmless the Regional District and their officers, employees, elected officials, servants and agents from and against any and all liabilities, damages, losses, costs, expenses (including legal and litigation expenses) incurred in any actions, claims, suits and other proceedings in connection with or arising from:
- (a) any breach or non-performance of the Club of any obligation contained in this agreement;
- (b) any loss or damage or injury to property or any loss or injury to any person, including death resulting at any time therefrom, occurring in or about the Facility and resulting from the negligence or wilful misconduct of the Club, its employees, members, agents or contractors;
- (c) any other wrongful act or neglect of the Club, its employees, members, agents or contractors in or about the Facility, including loss caused by dishonesty.
- 3.5 The Club's obligations under Section 3.4 shall survive any expiration or termination of this agreement.
- 3.6 The Club shall obtain and maintain throughout the term of this agreement comprehensive liability insurance (including employer's liability and contractual liability) containing the following:
- (a) A minimum combined single limit of net less than **five million dollars (\$5,000,000) with respect to any one occurrence**, with a maximum deductible of **ten thousand dollars (\$10,000)**;

## Attachment "A"

- (b) The Regional District shall be named as **an** additional insured;
  - (c) The inclusion of more than one insured shall not in any way affect the rights of any insured in respect of any claim, demand, suit or judgment made against any other insured;
  - (d) The insurers' undertaking to notify the Regional District in writing at least 30 days in advance of any cancellation or amendment of a policy; and
  - (e) The Club shall provide the Regional District with copies of all policies or certificates of insurance, as well as copies of each renewal or replacement thereof and each endorsement thereto.
- 3.7 The Club shall not permit the storage, use, treatment, disposal or introduction into the environment of Hazardous Substances in, on or under the Lands and the Facility, except in accordance with Environmental Laws.
- 3.8 The Club shall notify the Regional District of the occurrence of any of the following and provide the Regional District with copies of all relevant documentation in connection therewith:
- (a) a release of a Hazardous Substance in or about the Facility, except in strict compliance with Environmental Laws and applicable Permits;
  - (b) the receipt of the Club of an Environmental Notice; or
  - (c) the receipt of the Club of information which indicates that Hazardous Substances are being used, dissipated, stored, disposed of or introduced into the environment by anyone in the Facility in a manner other than authorized by Environmental Law.

#### 4. RIGHTS AND OBLIGATIONS OF THE REGIONAL DISTRICT

##### 4.1 During the term of this agreement, the Regional District shall:

- (a) maintain property insurance on the structures located on the site;
- (b) indemnify and save harmless the **Club and its directors, officers, employees and agents** from and against any and all liabilities, damages, losses, costs, expenses, suits, or actions arising from any breach by the Regional District of any of its obligations under this agreement or resulting from the negligence or wilful misconduct of the Regional District, its employees, elected officials or agents;
- (c) **retain** the right to reserve the Facility for special events and may do so by notifying the Club of these dates no later than September 30 of each year;

Attachment "A"

- (d) **at its cost, provide water quality testing in accordance with Interior Health direction, notifying the Club of any resulting requirements; and**
- (e) **at its cost, provide regular maintenance of the water treatment system, undertaking any necessary repairs or replacements.**

## 5. DAMAGE TO FACILITY

- 5.1 If the Facility is **partially** damaged or destroyed as a result of fire or other hazard or casualty against which the Regional District is insured, then this agreement shall continue in full force and effect. The Regional District shall take all reasonable steps to obtain payment of the insurance proceeds **in order to make repairs.**
- 5.2 If the Facility is rendered wholly unusable for public use **and the decision of the Regional District is to not repair or rebuild, then** this agreement shall terminate.

## 6. EVENTS OF DEFAULT

- 6.1 The occurrence of any one or more of the following events by or in respect of the Club shall constitute a default under this agreement:
  - (a) **If an order is made or a resolution passed for the dissolution of the Club or a petition is filed for the dissolution of the Club, unless the petition is being contested in good faith and is dismissed, stayed, or withdrawn within 60 days.**
  - (b) **If the Club commits any act of bankruptcy or becomes insolvent or makes an assignment or proposal under the applicable bankruptcy legislation of any jurisdiction or a general assignment in favour of its creditors or a bulk sale of its assets.**
  - (c) **If a receiver or receiver manager is appointed of any part of the assets of the Club.**
  - (d) **If the Club is in breach of any term of this agreement and such breach because of its nature would reasonably require more than ten days to cure and the Club has not within five days of being given notice specifying the breach commenced the curing of the breach and continuously proceeded with the curing of the breach.**
- 6.2 Without prejudice to any other rights the Regional District may have in respect of this agreement, whether at law or in equity, if any default occurs, the Regional District may terminate this agreement upon 7 days notice in writing to the Club.
- 6.3 Upon termination or expiration of this agreement, except in respect of damages sustained as a result of a breach by the Regional District of this agreement:
  - (a) the Club shall not have or commence any right of action whatsoever, for:
    - (i) any losses sustained by the Club in respect of the Facility; and/or

Attachment "A"

- (ii) any consequential damages sustained by the Club
- (b) the Regional District shall not be obligated to compensate the Club in any manner whatsoever.

This section shall survive any termination or expiration of the remainder of this agreement.

## **7. GOVERNING LAW**

- 7.1 This agreement is governed exclusively by, and is to be enforced, construed and interpreted exclusively in accordance with, the laws of British Columbia, and the laws of Canada applicable in British Columbia which shall be deemed to be the proper law of this agreement.

## **8. SEVERABILITY**

- 8.1 Each provision of this agreement is severable. If any provision of this agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision shall not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this agreement, or
- (b) the legality, validity or enforceability of that provision in any other jurisdiction;

except that if:

- (c) on the reasonable construction of this agreement as a whole, the applicability of the other provisions presumes the validity and enforceability of the particular provision, the other provisions shall be deemed also to be invalid or unenforceable, and
- (d) as a result of the determination by a court of competent jurisdiction that any part of this agreement is unenforceable or invalid and, as a result of this section, the basic intentions of the parties in this agreement are entirely frustrated, the parties shall use all reasonable efforts to amend, supplement or otherwise vary this agreement to confirm their mutual intention in entering into this agreement.

## **9. REGIONAL DISTRICT'S LEGISLATIVE POWERS UNIMPAIRED**

- 9.1 Nothing contained or implied herein shall prejudice or affect the Regional District's rights, powers, duties or obligations in the exercise of its functions pursuant to all public and private statutes, bylaws, orders and regulations.

## **10. FIXTURES**

- 10.1 Any alterations, additions, and improvements made to or installed upon or in the Facility, shall immediately upon affixation become the property of the Regional District and remain with the Facility as part thereof upon the expiration or earlier

Attachment "A"

termination of this agreement. Exceptions to this clause are fixtures that are not affixed to the Facility in a permanent way.

#### **11. FORCE MAJEURE**

11.1 Notwithstanding anything to the contrary contained in this agreement, if either party is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required under this agreement, by reason of an Event of Force Majeure, that party shall be relieved from the fulfillment of such term, covenant or act during the period of such interruption and the period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay.

#### **12. ENUREMENT**

12.1 This agreement enures to the benefit of and binds the parties and their respective successors and assigns.

#### **13. REMEDIES PRESERVED**

13.1 The rights and remedies under this agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. Any termination of this agreement shall be without prejudice to any rights or remedies available to the parties with respect to a default which has occurred and which resulted in the termination hereof.

#### **14. NO ASSIGNMENT**

14.1 The Club shall not assign any of its right or obligations under this agreement to any other person without the prior written consent of the Regional District.

#### **15. FREEDOM OF INFORMATION**

15.1 The Regional District is subject to the provisions of the Freedom of Information and Protection of Privacy Act, "the Act". As a result, while Section 21 of the Act does offer some protection for third party business interests, the Regional District cannot guarantee that any information provided to the Regional District can be held in confidence.

15.2 The parties agree and consent to the disclosure of this Agreement as a matter of public record and acknowledge that applicable laws may require disclosure of information provided by one party to the other party pursuant to, or in connection with, the Agreement.

Attachment "A"

**IN WITNESS WHEREOF**, the Regional District and the Club have executed this agreement on the date first above written.

REGIONAL DISTRICT OF NORTH  
OKANAGAN:

\_\_\_\_\_  
Chair

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

MABEL LAKE COMMUNITY HALL

\_\_\_\_\_  
Authorized Signatory:

\_\_\_\_\_  
Authorized Signatory:

# Operations Update



**To:** White Valley Parks, Recreation & Culture

**From:** Dave Manson, Superintendent of Public Works, Parks & Recreation

**Date:** May 19, 2016

**Re:** April 2016 - White Valley Community Centre Monthly Operations Update

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- **Any unscheduled closures:**

- none

- **Preventative Maintenance completed:**

- General Monthly Maintenance

- **Unscheduled significant maintenance/repairs:**

- Drinking Fountain – Pressure reducing valve to be installed to cure pressure fluctuation

- **Work done by outside contractors:**

- Apr 29 - NU Tech Fire & Safety – Kitchen fire suppression system
- April 26 – Orkin Pest Control – Monthly service

- **Issues/concerns raised by facility users:**

- Slight intermittent gas smell from stove (under 1ppm) – stem seals for control knobs required
  - o Stove gas service line turned off while not in use
  - o Investigating parts for repair
  - o Stove safe to use with kitchen hood exhaust fan on
  - o To be repaired as soon as possible & monitored before each use

- **Schedule of events held at the Community Centre:**

April 5 Lumby Lions Meeting  
April 6 Monashee Art Council Meeting  
April 8 DVM Bible Camp Fundraiser  
April 9 Lumby Minor Hockey Banquet  
April 12 Toastmasters Meeting  
April 12 Tribal Hypnotic Belly Dance  
April 13 White Valley Resource Centre Board Meeting  
April 14 Good Times Together Playgroup (White Valley Resource Centre)  
April 14 Lumby Christian Church Meat Pie Fundraiser  
April 14 Good Times Together Playgroup (White Valley Resource Centre)  
April 15 Lumby Christian Church Meat Pie Fundraiser  
April 19 Lumby Lions Meeting  
April 21 Good Food Box  
April 24 Child's Birthday Party  
April 25 Lumby and District Health Services Meeting  
April 26 Saddle Mountain Place Director Meeting  
April 26 Tribal Hypnotic Belly Dance  
April 26 Toastmasters  
April 27 Wilsley Fish Passage Meeting (White Valley Resource Centre Meeting)

## **Programs**

- **List of new programs plus registration numbers for each program:**

### **Spring Sports programs:**

- Lumby
  - o Soccer 120
  - o T-Ball 24
  - o Softball 20
- Cherryville
  - o Soccer 29
  - o T-Ball/Softball 24
- Afterschool arts/Cooking - 10 children
- Home school Rec- One parent assistant - 17 children

- **List of programs offered that did not run:**

## **Notes:**

# Operations Update



**To:** White Valley Parks, Recreation & Culture

**From:** Dave Manson, Superintendent of Public Works, Parks & Recreation

**Date:** June 17, 2016

**Re:** May 2016 - White Valley Community Centre - Monthly Operations Update

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## Operations

- **Any unscheduled closures:**
  - none
- **Preventative Maintenance completed:**
  - General Monthly Maintenance
- **Unscheduled significant maintenance/repairs:**
  - None
- **Work done by outside contractors:**
  - Orkin Pest Control - Monthly service
  - Tank's Plumbing - Drinking Fountain – Pressure reducing valve installed
- **Issues/concerns raised by facility users:**
  - None

- **Schedule of events held at the Community Centre:**

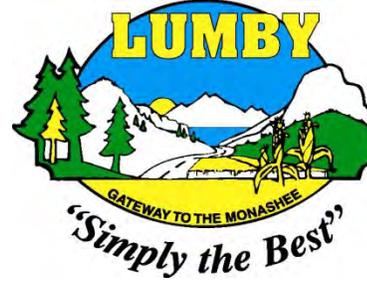
May 1 - Valley Canine Registration, LDMHA meeting  
May 2 - Zumba/ Sports / Girl Guides  
May 3 - Fitness / Tree planters safety seminar / Lumby Lions / Dance program / Soccer  
May 4 - MAC meeting / Urban Poling / Craft class / T-ball - Softball  
May 5 - GTT / Karate / Homeschool Rec / Soccer  
May 6 - Fitness / Zumba  
May 9 - Girl Guides  
May 10 - Fitness / Toastmaster / Belly Dance / Soccer  
May 11 - WCRC Board meeting / Urban Poling / Craft class / T-ball - Softball  
May 12 - GTT / Homeschool Rec / Karate / Church Meat Pies / Soccer  
May 13 - Zumba / Fitness / Church Meat Pies  
May 15 - Family reunion  
May 17 – Fitness / Dance / Lions / Soccer  
May 18 - Urban Poling / Craft Class / Community Food Coop meeting /  
T-ball - Softball  
May 19 - GTT / Homeschool Rec / Good Food Box / Karate / Soccer  
May 20 - Fitness  
May 21 - Memorial Tea  
May 24 - Fitness / Toastmasters / Soccer  
May 25 - Urban Poling / Craft class / Private meeting  
May 26 - Communities in Motion / Karate / GTT / Homeschool Rec / Soccer  
May 27 - Fitness  
May 28 - Childs Birthday party  
May 30 - LDHSS AGM / Girl Guides  
May 31 - Fitness / Belly Dance / Soccer

### **Programs**

- **List of new programs plus registration numbers for each program:**
  - All Spring programs underway
- **List of programs offered that did not run:**
  - None

### **Notes:**

- Rental inquiries for 2017-2018



# Operations Update

**To:** White Valley Parks, Recreation & Culture Advisory Committee  
**From:** Dave Manson, Superintendent of Public Works, Parks & Recreation  
**Date:** May 19, 2016  
**Re:** April 2016 - White Valley Parks Monthly Operations Update

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- **Schedule of bookings for each park:**

- Apr 18 – Lumby Mixed Softball League season begins
  - o 7 Teams
  - o Monday, Thursday & Friday nights
- Apr 20-30 - SD #22 – Tennis court – X-Block Tennis Lessons

- **List of seasonal work completed:**

- Regular seasonal maintenance
- Leaf and debris pick-up
- Irrigation systems – Spring start ups
- Receivers for Baseball bases installed – for use with proper bases

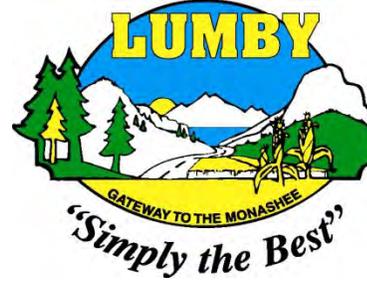
- **Any issues/concerns raised by park users:**

- None

## **Spray Park:**

- Closed until May long weekend
- Spray Park Plant inspection complete and required parts ordered
  - o UV bulb & Chemical Balancing Probes

- **Other:**



# Operations Update

**To:** White Valley Parks, Recreation & Culture Advisory Committee  
**From:** Dave Manson, Superintendent of Public Works, Parks & Recreation  
**Date:** June 17, 2016  
**Re:** May 2016 - White Valley Parks Monthly Operations Update

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- **Schedule of bookings for each park:**

- Lumby Mixed Softball League - Monday, Thursday & Friday nights
- Month of May - SD #22 – Tennis court bookings – X-Block Tennis Lessons
- May 7 – Lumby Public Market (first outdoor market of the season)
- May 12 – SD #22 – JWI – Grade 4-6 Track Meet

- **List of seasonal work completed:**

- Regular seasonal maintenance
- Irrigation systems – adjustments, minor repairs
- Track and baseball diamond Spring maintenance

- **Any issues/concerns raised by park users:**

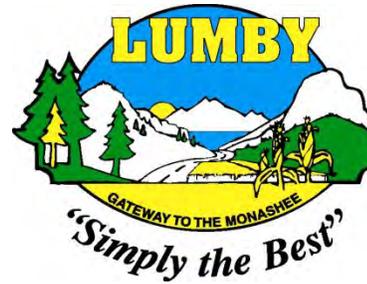
- None

**Spray Park:**

- Open for the season Friday May 20, 2016

- **Other:**

# Operations Update



**To:** White Valley Parks, Recreation & Culture Advisory Committee  
**From:** Dave Manson, Superintendent of Public Works, Parks & Recreation  
**Date:** May 19, 2016  
**Re:** April 2016 - Pat Duke Memorial Arena - Monthly Operations Update

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- **Any Unscheduled Closures:**
  - None
- **Schedule of events held at Pat Duke Memorial Arena:**
  - Apr 4 - North Okanagan Minor Lacrosse Association (NOMLA) first practices
    - o Practices every Monday and Thursday
  - Apr 23 – Lumby Barn Dance – Fundraiser for Pat Duke Memorial Arena
- **Unscheduled significant maintenance/repairs:**
  - None
- **General Maintenance**
  - Regular monthly Maintenance
- **Work done by outside contractors:**
  - Apr 19 – Modern Energy – Installation of battery backup for gas detection system to eliminate nuisance alarms due to power failures
- **Any issues/concerns raised by facility users:**
  - None
- **Other:**

# Operations Update

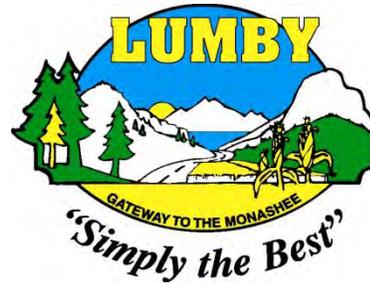


**To:** White Valley Parks, Recreation & Culture Advisory Committee  
**From:** Dave Manson, Superintendent of Public Works, Parks & Recreation  
**Date:** June 17, 2016  
**Re:** May 2016 - Pat Duke Memorial Arena - Monthly Operations Update

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- **Any Unscheduled Closures:**
  - None
- **Schedule of events held at Pat Duke Memorial Arena:**
  - North Okanagan Minor Lacrosse until May 15, 2016
    - Mondays 5:00-8:30
    - Thursdays 5:00-7:45pm
- **Unscheduled significant maintenance/repairs:**
  - None
- **General Maintenance**
  - Regular monthly Maintenance
- **Work done by outside contractors:**
  - Modern Energy –
    - Brine analysis
    - Replace Ammonia relief valves on condenser
- **Any issues/concerns raised by facility users:**
  - None
- **Other:**

# Operations Update



**To:** White Valley Parks, Recreation & Culture  
**From:** Dave Manson, Superintendent of Public Works, Parks & Recreation  
**Date:** June 17, 2016  
**Re:** May 2016 - Lumby Outdoor Pool – Monthly Operations Update

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## Start Up

- Many lifeguard applicants this season, with some returning staff
  - o Pool Supervisor – Alison Campeau
  - o Assistant Pool Supervisor - Lisa Campeau
- We strived to open Friday May 20<sup>th</sup> of the long weekend, unfortunately a chemical problem due to a malfunction with the Auto-feed system created an unbalance in the pool. Opened officially on Sunday May 22<sup>nd</sup>
- IHA Inspection May 24, 2016 – discussions to happen with Public Health Engineer about pool flow rate
- **Any Unscheduled Closures:**  
  
May 20 & 21– System component failure upset chemical balancing.
- **Unscheduled significant maintenance/repairs:**
  - May 9 – 13 – Painting of pool building by lifeguards before opening
- **Work done by outside contractors:**
  - Dana Plecas – Constructed new deck storage boxes
  - Tank’s Plumbing - System trouble shooting - Auto-feeder
- **Any issues/concerns raised by facility users:**
  - None