



Regional District of Central Kootenay
CASTLEGAR AND DISTRICT RECREATION COMMISSION
Open Meeting Agenda

Date: Tuesday, October 6, 2026

Time: 4:00 pm

Directors will have the opportunity to participate in the meeting electronically. Proceedings are open to the public.

Pages

1. ZOOM REMOTE MEETING INFO

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings in-person or remote (hybrid model).

Meeting Time:

4:00p.m. PST

Join by Video:

<https://rdck-bc-ca.zoom.us/j/95743816940?pwd=LHoBT3OXNb055aFYazewDPN8ywsKPD.1>

Join by Phone:

[add phone number - should be toll free Canada and toll free Vancouver]

*6 to unmute or mute

*9 to raise or lower your hand

Meeting ID: 957 4381 6940

Meeting Password: 480871

In-Person Location: Castlegar & District Community Complex - Columbia Room -
2101 6th Avenue, Castlegar

2. CALL TO ORDER

Chair Bogle called the meeting to order at [Time] p.m.

3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the Indigenous peoples within whose traditional lands we are meeting today.

4. ADOPTION OF AGENDA

RECOMMENDATION:

The agenda for the October 6, 2026 Castlegar and District Recreation Commission meeting be adopted as circulated.

5. RECEIPT OF MINUTES

4 - 7

The September 1, 2026 Castlegar and District Recreation Commission minutes, have been received.

6. DELEGATE

There are no Delegates scheduled for this Commission meeting.

7. STAFF REPORTS

7.1 Castlegar & District Programming Quarterly Update

8 - 11

The Commission Report dated October 6, 2026 from Tia Wayling, Regional Programming Manager, re:Castlegar & District Programming Quarterly Update, has been received.

7.2 Castlegar & District Community Complex Operations Update

Craig Stanley, Regional Manager of Operations and Asset Management to provide the Commission with a verbal update re: Castlegar & District Community Complex Operations Update.

7.3 Kootenay Family Place Facility Use Agreement

12 - 52

The Commission Report, dated October 6, 2026 from Kristi Calder, Regional Manager of Recreation & Client Services re: Kootenay Family Place Facility Use Agreement has been received.

7.4 Castlegar & District Arena and Walking Track Project – Timeline Update

53 - 55

The Commission Report dated October 6, 2026 from Trisha Davison, General Manager of Community Services re: Castlegar & District Arena and Walking Track Project – Timeline Update has been received.

8. PUBLIC TIME

The Chair will call for questions from the public and members of the media at _____ p.m.

9. NEXT MEETING

The next Castlegar and District Recreation Commission meeting is scheduled for December 1, 2026 at 4:00p.m.

10. ADJOURNMENT

RECOMMENDATION:

The Castlegar and District Recreation Commission meeting be adjourned at [Time].



REGIONAL DISTRICT OF CENTRAL KOOTENAY

CASTLEGAR & DISTRICT RECREATION COMMISSION OPEN MEETING AGENDA

4:00 p.m.
September 1, 2026

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings in-person or remote (hybrid model).

Meeting Time:
4:00 p.m. PDT

COMMISSION/COMMITTEE MEMBERS

Commissioner Member B. Bogle	City of Castlegar
Commissioner Member S. Heaton-Sherstobitoff	City of Castlegar
Commissioner Member H. Hanegraaf	Director Area J

MEMBERS ABSENT

Commissioner Member M. McFaddin	City of Castlegar
Commissioner Member A. Davidoff	Director Area I

STAFF

Trisha Davison	General Manager of Community Services
Craig Stanley	Regional Manager of Operations and Asset Management

3 out of 5 voting Commission/Committee members were present – quorum was met.

1. CALL TO ORDER

Chair Bogle called the meeting to order at 4:00 p.m.

2. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the Indigenous peoples within whose traditional lands we are meeting today.

3. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

The Agenda for the September 1, 2026, Castlegar & District Recreation Commission meeting, be adopted as circulated.

Carried

4. RECEIPT OF MINUTES

The August 4, 2026 Castlegar & District Recreation Commission meeting minutes, have been received.

5. DELEGATE

Mitch Rinas, and Theresa Oelke with the Castlegar Hockey Society to discuss the proposed Facility Use Agreement as well as Castlegar Hockey Society's long-term planning to ensure quality junior hockey remains in Castlegar.

Key discussion points included:

- History of why the society chose to help create and join the independent Western International Junior Hockey League (WIJHL).
- The relationship between Minor Hockey and the Castlegar Rebels.
- The Castlegar Rebels involvement with the community.
- Specific rules of the WIJHL.
- Insurance levels of the WIJHL, Castlegar Rebels, and additional for the facility.
- Request to increase the Facility Use Agreement from 1 year to 3 to 5 years.
- Facility improvements made by the Rebels and plans for more.
- The Rebels economic benefit to the community.
- Request for the society to submit their request in writing to the Commission.

6. STAFF REPORTS

6.1 Castlegar & District Arena and Walking Track Update

The Commission Report dated September 1, 2026 from Trisha Davison, General Manager of Community Services, re: Castlegar & District Arena and Walking Track Project – Timeline Update, has been received.

Key discussion items included:

- Virtual meeting held with all three proponents.
- Proponents must formally submit their intent to submit a proposal by September 9.
- Public engagement plan.

6.2 Pass Creek Disc Golf Course

The Commission Report dated September 1, 2026 from Craig Stanley, Regional Manager of Operations & Asset Management, re: Pass Creek Disc Golf Course, has been received.

Key discussion items included:

- An overview of the report.
- Potential budget variables and cost savings.
- Considerations related to signage.

DIRECTION TO STAFF: The Commission directs staff to work with the Kootenay Rockies Disc Golf Society to determine an appropriate course routing, a critical path and schedule for the construction of the course, and negotiate terms to determine who is responsible for costs for installation and ongoing maintenance.

6.3 Castlegar & District Community Complex Smoke or Adverse Weather Program Planning
The Commission Report dated September 1, 2026 from Kristi Calder, Regional Manager of Recreation and Client Services, re: Castlegar & District Community Complex Smoke or Adverse Weather Program Planning has been received.

Key discussion items included:

- Staffing and facility considerations.
- Collaborating with Emergency Management Planning Services.
- Potentially utilizing empty school space in the summer.

7. PUBLIC TIME

The Chair called for questions from the public at 5:18 p.m.

One member of the public spoke to the disc golf course project and offered information from previous research to staff.

8. NEXT MEETING

The next Castlegar & District Recreation Commission meeting is scheduled for October 6, 2026 at 4:00 p.m.

9. ADJOURNMENT

MOVED and seconded,
AND Resolved:

The Castlegar & District Recreation Commission meeting be adjourned at 5:22 p.m.

Carried

Digitally Approved

B. Bogle, Chair

***If there are recommendations that need to go to the Board of Directors please add them to the list below and forward to Angela Lund, alund@rdck.bc.ca to be put on the Board agenda.**

RECOMMENDATION(S) TO THE BOARD OF DIRECTORS

1.

THE FOLLOWING ITEMS ARE PROVIDED FOR CONVENIENCE ONLY AND WILL BE CONSIDERED AT ITS APPROPRIATE MEETING AS STATED.

Future Castlegar & District Recreation Commission Meetings

- 1. That the Commission direct staff to work with the Kootenay Rockies Disc Golf Society to determine an appropriate course routing, a critical path and schedule for the construction of***

the course, and negotiate terms to determine who is responsible for costs for installation and ongoing maintenance.



Commission Report – For Information

October 6, 2026

Castlegar & District Programming Quarterly Update

Author:	Tia Wayling, Regional Programming Manager
File Reference:	0520-50-CDR Castlegar and District Rec Commission
Electoral Area/Municipality:	City of Castlegar, Area I and Area J
Services Impacted	S222 and S227

1.0 PURPOSE OF REPORT

The purpose is to provide an overview of Summer (July and August) 2026 Programming with year-to-date statistics for Castlegar & District (S222 & S227).

2.0 BACKGROUND AND UPDATE

Programming Overview & Financials

The charts below illustrate the total budgeted amounts for each program area (shown in dark shading), alongside the portion of the budget expended to date (shown in lighter shading).

Recreation

Summer camps continued to provide strong service levels in 2026, with 33 camps delivered over a nine-week season. There were only 18 less campers compared to 2025 and only one camp cancellation. Specialized camps for ages 9 to 12 were particularly successful, achieving 94.5% capacity with zero cancellations. Participation remained steady throughout the summer, including during the August pool closure, demonstrating continued community demand. Parent and staff feedback was overwhelmingly positive, with one parent noting, "Camps seem to be better each year!" There is strong support for continuing the current camp model and interest in additional specialized camp and field trip opportunities.

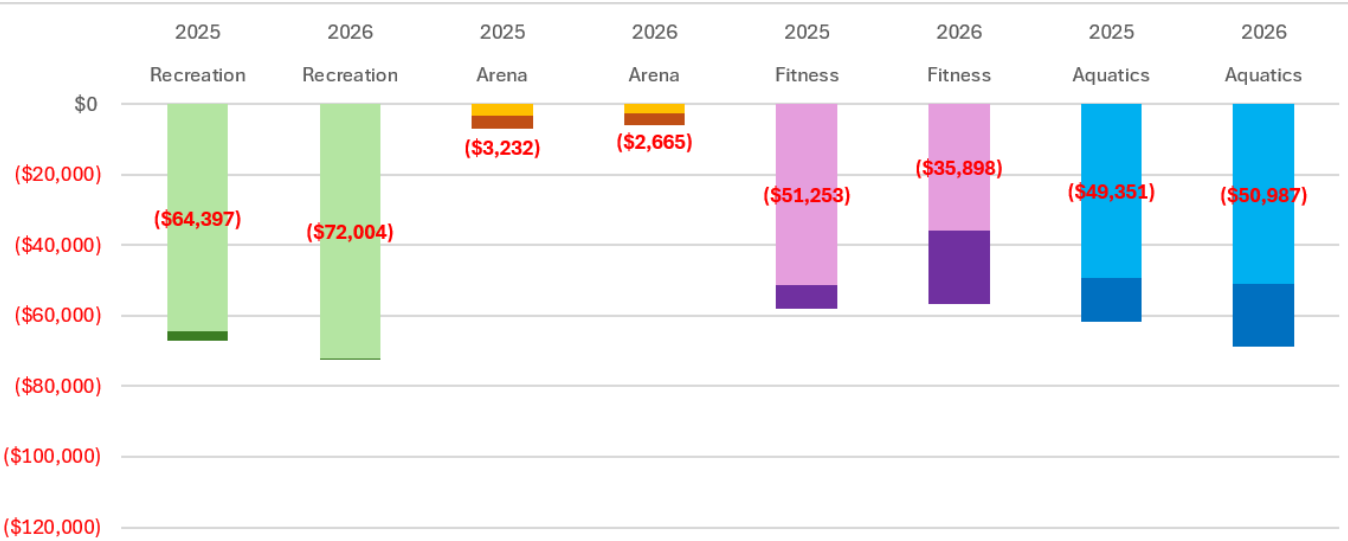
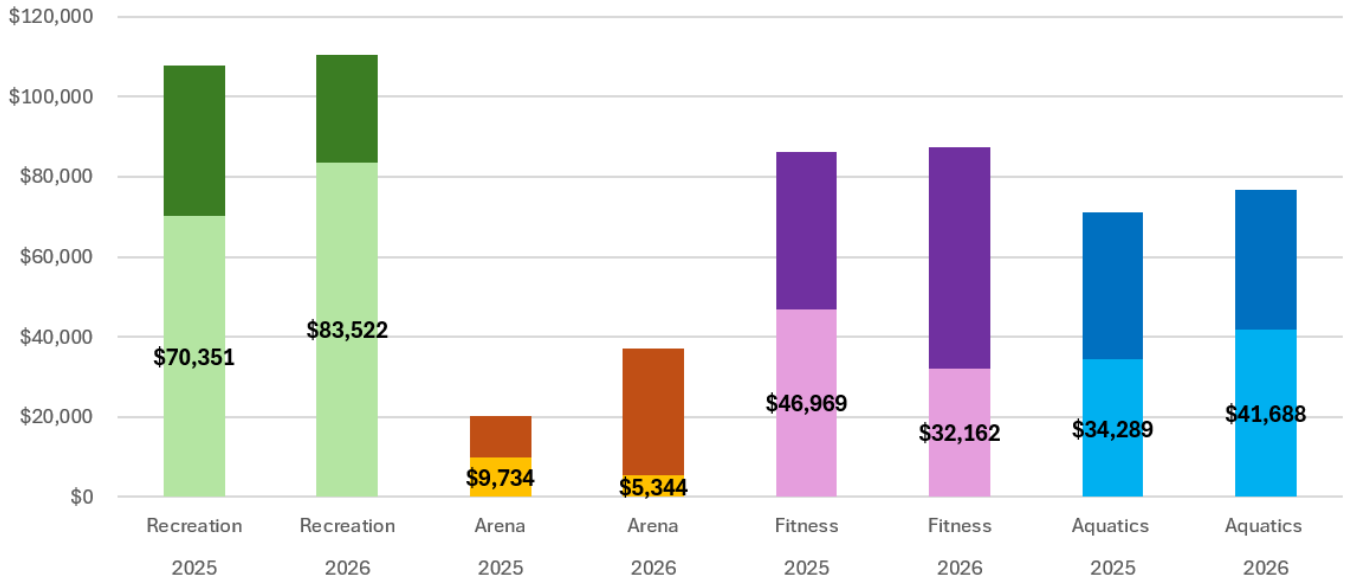
Fitness

Fitness programs were impacted by reduced staffing levels, resulting in lower dryland service and fewer Aquafit offerings due to instructor loss. Average participation per class remained stable overall, even as Included with Admission offerings decreased. Despite fewer Aquafit classes, average participation increased by 36%, indicating continued strong demand.

Aquatics

Despite the Aquatic Centre closing earlier than planned due to roof repairs, public swim lesson participation remained strong. While fewer lesson opportunities were available, registrations reached 108 participants and capacity increased to 78%, indicating residents received good communication about the closure and took advantage of the lesson opportunities that were offered.

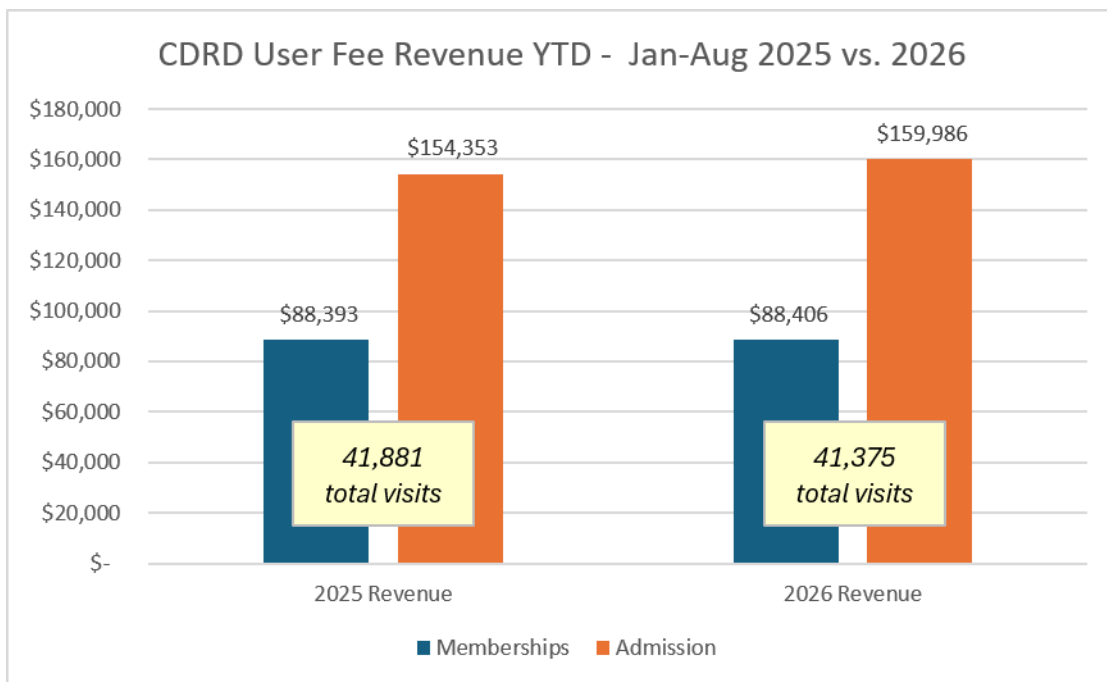
CDRD Programming Expenses: Actuals vs. Budgeted Jan-Aug 2025 vs. 2026



CDRD Programming **Revenue**: Actuals vs. Budgeted Jan-Aug 2025 vs. 2026

User Fees

User fee revenues have been impacted by the temporary Aquatic Centre closure, which reduced admission and membership opportunities during the summer months. While this service interruption affected summer visitation, strong participation levels throughout the winter and spring resulted in year-to-date visits remaining comparable to 2025. As operations return to normal, fall activity will provide a clearer indication of annual user fee performance; however, the impacts of the summer closure should be considered when evaluating 2026 results.

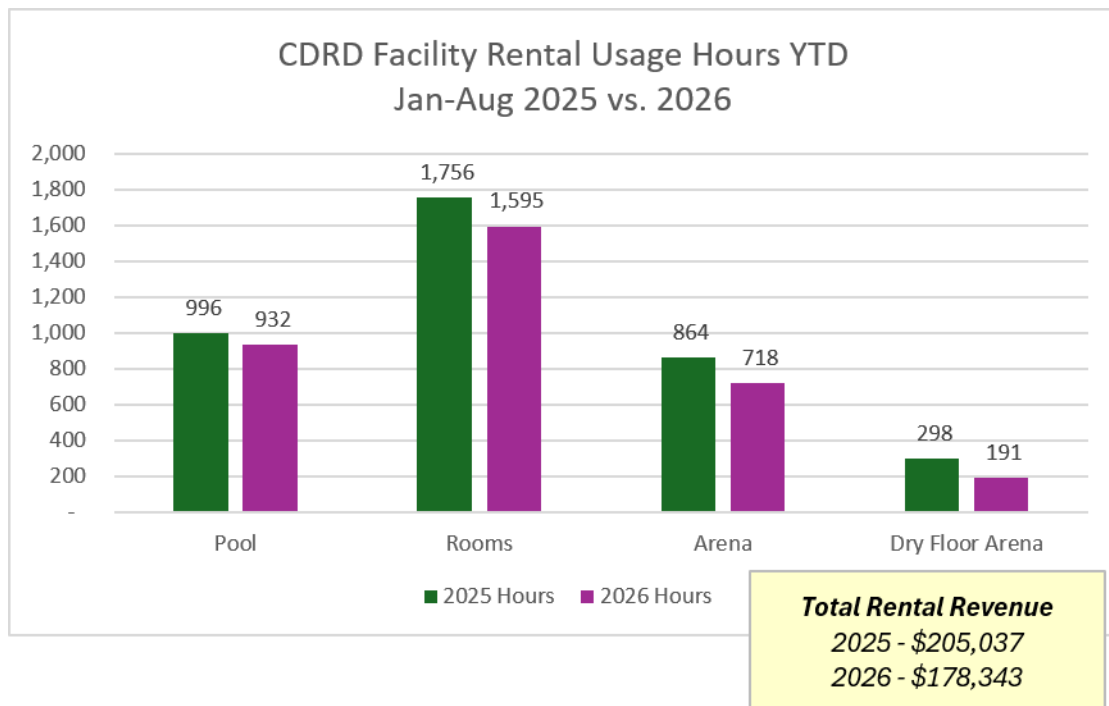


Facility Rentals

While the extended closures in the Aquatic Centre and dry arena floor affected seasonal rental activity comparisons, rental activity in room rentals did not fall to year-to-date trends we saw in winter and spring.

Room rental utilization over the summer increased by approximately 80 hours compared to summer 2025, demonstrating demand similar to that of 2024.

Staff will continue to monitor rental activity trends throughout the remainder of the year.



** 2025 Arena includes partial year of operations of both Pioneer and CDRD arenas.*

3.0 NEXT STEPS AND TIMELINE

Moving through 2026, staff will continue with the following work:

- Continue to address staffing and instructor recruitment challenges while maintaining program participation levels
- Maintain the successful summer camp model, including specialized camp offerings

Respectfully submitted,

Tia Wayling – Regional Programming Manager

CONCURRENCE

General Manager of Community Services – Trisha Davison

Regional Manager of Recreation & Client Services – Kristi Calder

Regional Manager of Operations & Asset Management – Craig Stanley



Commission Report – For Information

October 6, 2026

Kootenay Family Place Facility Use Agreement

Author:	Kristi Calder - Regional Manager, Recreation & Client Services
File Reference:	0520-50-CDR Castlegar and District Rec Commission
Electoral Area/Municipality:	City of Castlegar, Area I and Area J
Services Impacted	S222

1.0 PURPOSE OF REPORT

The purpose of this report is to inform the Castlegar and District Recreation Commission that the current facility use agreement between the Regional District of Central Kootenay (RDCK) and the Kootenay Family Place Society is scheduled to expire on October 7, 2026. Staff are currently reviewing the agreement and will return to the Commission with further analysis and recommendations regarding a new agreement.

2.0 BACKGROUND AND UPDATE

The RDCK and Kootenay Family Place Society have operated under a facility use agreement that provides the Society with access to space within the Castlegar and District Community Complex to support family and early childhood programming. The current agreement expires on October 7, 2026.

As part of discussions regarding a renewal, Kootenay Family Place Society has requested access to the facility during the months of July and August. Historically, the space has not been available during this period as it is used to support RDCK summer camp programming and related recreation services.

Staff are currently assessing the operational, financial, and programming impacts associated with providing access to the space during the summer months. This review will consider impacts to existing summer camp operations, alternative space requirements, scheduling implications, staffing considerations, and any associated costs.

Recognizing that the current agreement will expire before this work can be completed, staff intend to continue operating under the existing terms and conditions on an interim basis to ensure there is no disruption to Kootenay Family Place Society programming or services while a renewed agreement is being developed.

In addition to reviewing facility access requirements, staff are using this renewal process as an opportunity to update the agreement to reflect current RDCK contract standards and administrative practices. The existing agreement has been in place for several years, and a renewed agreement would incorporate current RDCK legal, insurance, indemnification, operational, and facility use provisions consistent with contemporary agreement templates.

Staff will also review the fee provisions contained within the agreement to ensure they are current and aligned with RDCK facility use practices. Any proposed updates to fees or charges will be presented to the Commission as part of the renewal recommendations.

The review of summer access, updated agreement terms, and fee provisions are interconnected and will be presented together as part of a comprehensive recommendation for Commission consideration.

3.0 NEXT STEPS AND TIMELINE

Moving through 2026, staff will continue with the following work:

- Complete an analysis of the operational and financial impacts of providing facility access during July and August;
- Assess implications for existing RDCK summer camp programming and facility utilization;
- Review the agreement and update terms and conditions to align with current RDCK facility use agreement standards and templates;
- Review the existing fee provisions and provide recommendations for any updates as part of the renewed agreement; and
- Return to the Commission with a comprehensive report, draft facility use agreement, and recommendations for consideration in December 2026.

Respectfully submitted,



Kristi Calder - Regional Manager, Recreation & Client Services

CONCURRENCE

General Manager of Community Services – Trisha Davison 

Regional Manager of Operations & Asset Management – Craig Stanley 

Attachments: Kootenay Family Place Facility Use Agreement 2021-2026



REGIONAL DISTRICT OF CENTRAL KOOTENAY

Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4
Phone: (250) 352-6665 or 1-800-268-7325
Fax: (250) 352-9300
E-mail: rdck@rdck.bc.ca

FACILITY USE AGREEMENT

File #: 06-2230-20-6720-03
Project: KFP Child Care
GL Code:

THIS AGREEMENT dated for reference purposes the:

7th day of October, 2021.
(Day) (Month) (Year)

BETWEEN:

REGIONAL DISTRICT OF CENTRAL KOOTENAY, a Regional District under the *Local Government Act* (British Columbia) and having an address at Box 590, 202 Lakeside Drive, Nelson, BC, V1L 5R4 (hereinafter called the "**Regional District**")

Telephone: 250-365-3386

Email Address: jcrockett@rdck.bc.ca

AND:

KOOTENAY FAMILY PLACE SOCIETY FOR CHILDREN AND YOUTH (KFP), having an address at 767 11th Avenue, Castlegar, BC, V1N 1J7 (hereinafter called the "**Licensee**")

Telephone:

Email Address:

The Castlegar and District Community Complex, and Kootenay Family Place Society for Children and Youth shall implement this agreement based on shared values, the principles of collaborative dialogue, mutual support, equal partnership, consensus and respect. It is recognized that the success of this agreement is rooted firmly in the quality of the partnership and ongoing relationship.

BACKGROUND

- A. The Regional District is the owner and operator of the Castlegar and District Community Complex located at 2101 6th Avenue, Castlegar, British Columbia (the "**Facility**").
- B. The Licensee is the owner and operator of a family service centre in the community and a licensed child care provider.
- C. The Regional District and Licensee agreed in principle to partner in the delivery of child care services and apply to the Child Care B.C. New Spaces Fund to build and operate a Child Care Facility (the "**Child Care Facility**").
- D. The application for funding from the Child Care B.C New Spaces Fund was submitted and was successful. The Child Care Facility will be built by and owned by the Regional District.

- E. The Regional District has agreed to grant the Licensee, by way of this agreement, use of the Child Care Facility to deliver child care services to the community as set out in the terms and conditions of this agreement.

DEFINITIONS

Facility means the Castlegar and District Community Complex which is located at 2101 6th Avenue, Castlegar, BC.

Child Care Facility means the physical building, room, or area of land within the Facility designated for use by the Licensee in which child care services will be provided.

Child Care Space means a full time child care space licensed under the *"Community Care and Assisted living Act."* For the purpose of this definition, two part time child care spaces will equal one full time child care space (e.g. one morning preschool space and one afternoon preschool space would represent one full time child care space).

Recipient means the Regional District of Central Kootenay referred to in the Child Care Capital Funding Program Child Care BC New Spaces Fund Funding Agreement (Schedule C).

TERMS OF AGREEMENT

In consideration of the premises and the covenants and agreements contained in this Agreement, the parties agree with each other as follows:

1. Term

The term of this Agreement shall be a period of five (5) years commencing on October 9, 2021 with the option of a five (5) year extension for the delivery of child care services ("**Term**").

2. License to Use Child Care Facility

The Regional District hereby grants to the licensee, by way of this agreement, use of the Child Care Facility for the purpose of a child care operation.

3. Regional District Obligations

- (a) The Child Care Facility will be made available to the Licensee for regular activities as part of their child care services.
- (b) The Regional District will provide keys to the Licensee, the Child Care Facility. The Licensee will provide a list of key holders to the Regional District.
- (c) The Licensee, at the request of the Regional District, will provide dates and times the Child Care Facility will be operational for the coming year, as listed in Schedule B. The Regional District reserves the right to program the Child Care Facility outside of the dates and times reserved by the Licensee for the child care services.
- (d) The Regional District shall provide water and wastewater utilities, electrical utilities, gas utilities, garbage removal and basic janitorial services for the Child Care Facility. These will be reflected in the fees charged to KFP for the operation of the centre.
- (e) The Regional District is responsible for maintaining the Child Care Facility including the overall structure, roof, windows, doors, exterior, mechanical systems, major appliances and grounds.
- (f) The Regional District, owner of the Child Care Facility, will be responsible for insuring the Child Care Facility as per The Policy.

4. Licensee Obligations

a) **Fees.** In addition to any other fees payable by the Licensee pursuant to this Agreement, the Licensee shall pay to the Regional District fees for the use of the Child Care Facility which will be established by the Regional District. The Licensee agrees that fees for the Term will be established by the Regional District in its absolute discretion. Fees will be based on a cost per square foot basis and will be set, in general terms, to cover the costs of utilities and janitorial services for the space. Fees will be paid on a monthly basis.

b) Rental Fees as follows (excluding taxes):

Monthly	\$2019.88
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5. Invoices, Taxes and Payment by Licensee

The Licensee agrees to pay the fees outlined in the table payable without deduction or notice on the first of each month commencing (Month Day Year TBD).

6. Access to the Child Care Facility

(a) **Regional District.** Throughout the Term of this Agreement and without limiting the Regional District's right to access and use the Child Care Facility as the owner thereof, the Regional District may at any time enter any part of the Child Care Facility for the purpose of inspection, repair, alterations or improvements to the Child Care Facility or any part thereof and the Licensee shall provide free and unhampered access for the aforementioned purposes and shall not be entitled to compensation for any inconvenience or nuisance caused thereby. The Regional District in exercising such right shall make reasonable efforts to not unreasonably interfere with the operation of the Child Care Facility.

7. Inspection Prior to Use

The Licensee shall, throughout the Term of this Agreement and on each occasion it uses the Child Care Facility, inspect the Child Care Facility and its furnishings and equipment and shall forthwith notify the Regional District of any condition that requires attention or repair or that may render the Child Care Facility or anything therein hazardous or unsafe.

8. Child Care Facility Operations

- (a) The Licensee shall have full operational control over the Child Care Facility, and operate in full compliance with applicable legislation, provincial guidelines, and the terms of its operating license.
- (b) The Licensee will use the Child Care Facility only for the purpose of providing child care services and only during the operating hours stated in this agreement. No other use of the Child Care Facility is permitted without approval of the Regional District.
- (c) The Licensee shall be responsible at its own expense for the provision and compensation of all staff required for its activities.
- (d) The Licensee will employ at the premises only such personnel, labour and workers, and only under such conditions of employment as, in the sole discretion of the Regional District will conform with the existing collective agreements, if any, entered into between the Regional District and its unionized employees.

- (e) The Licensee is to provide supervision of program clients at all times while at the Facility.
- (f) The Licensee will take care and do their diligence to ensure that all employees are of good character, are properly trained, accredited and maintain required certifications. Criminal record checks, including vulnerable sector clearance will be performed for each employee and updated annually, or as established by regulation. The Licensee must not employ individuals in the Child Care Facility for whom a satisfactory criminal records check status is not maintained.
- (g) Any grant application sought for the operation, furnishing or equipment of the Child Care Facility must be approved by the Regional District. Any items purchased through a grant application will remain with the Child Care Facility. KFP will maintain and identify an inventory of programming equipment derived through grants, specifically for use by KFP that is share amongst its programs centres, which will remain as sole property of KFP.
- (h) At its own expenses the Licensee shall clean, repair and maintain the Child Care Facility and all furnishings and equipment necessary for the child care operation. The Regional District, likewise, will return the space in this condition following any programming it provides in the facility. The Regional District will provide basic janitorial each evening including: garbage removal and vacuuming/floor cleaning.
- (i) At the end of each day, the Licensee will leave the Child Care Facility in a state of readiness for another use of the space, including having all equipment and valuables locked away. The Regional District will return the space in this condition after its use of the space.
- (j) In addition, the Licensee is responsible to ensure compliance of all the obligations of the Licensee pursuant to this Agreement, adherence to the rules regarding the use of the Child Care Facility and shall also report any concerns to the Manager of the Facility.

9. Child Care Capital Funding Program Funding Agreement

- (a) The Licensee, will, in accordance with Schedule C, the Child Care Capital Funding Program, Child Care BC New Spaces Fund Funding Agreement between the Province and the Recipient (Section 11 – General Covenants), create and maintain for the duration of this Agreement, ten (10) preschool (30 months to school age) and twenty (20) group child care (school age) new child care spaces at the Child Care Facility and that all such new child care spaces be licenced in accordance with the Community Care and Assisted Living Act.
- (b) The Licensee will comply with the standards and obligations in the Child Care Capital Funding Program, Child Care BC New Spaces Fund Funding Agreement as referenced in Schedule C.
- (c) The Licensee will enroll in the Ministry's Child Care Operating Funding (CCOF) Program, and in the Child Care Fee Reductions Initiative (CCFRI) for all eligible care categories. The Licensee agrees that it will familiarize itself with the current requirements of the CCOF Program and the CCFRI. Furthermore, the Licensee agrees that it will meet and maintain the requirements for successful enrolment in the CCOF program and where eligible, in the CCFRI. The Licensee agrees that within sixty (60) days of the signing this agreement, or such other longer time period as may be mutually agreed upon between the Province, Recipient and Licensee, it will:
 - (i) Submit a completed bona fide application for enrolment in the CCOF Program and CCFRI or such other related successor programs as the Province may have in place at the time of completion, including, without limitation any universal child care initiatives ("**Successor Programs**"); and

(ii) Upon Province approval of the Licensees application for enrolment in the CCOF Program and CCFRI or any Successor Programs, as the case may be, comply with the corresponding funding agreement or contract with the Province for such programs.

- (d) If the Province requires additional information or clarification from the Licensee in order to approve the applications contemplated under section (a) above, the Recipient and the Licensee will provide such information in a timely manner so that the Province may finalize the application approval process.

10. Insurance

The Licensee shall, during the Term of this Agreement, take out and maintain comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Child Care Facility by the Licensee, in a form acceptable to the Chief Financial Officer of the Regional District, in the amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence, and tenants legal liability coverage in the amount of \$2,000,000.00 naming the Regional District, its elected officials, employees, officers, agents and others as an additional insured and shall provide the Regional District with a certificate of insurance upon execution of this Agreement. Such insurance shall include a cross liability clause and require the insurer not to cancel or materially change the insurance without first giving the Regional District thirty (30) days prior written notice. If the Licensee does not provide or maintain in force the insurance required by this Agreement, the Regional District may take out the necessary insurance and the Licensee shall pay to the Regional District the amount of the premium immediately on demand.

- 11. Additional Insurance.** The Licensee is responsible for insuring the contents of the Child Care Facility and all improvements based on full insurable values, with 'all risks' coverage on the replacement cost basis, flood and earthquake endorsements, and a maximum deductible of \$1,000 for any one loss. It shall be the sole responsibility of the Licensee to determine what additional insurance coverage, if any, including but not limited to Workers' Compensation and participants' insurance, is necessary or advisable for the protection of the Licensee or is required by the Licensee to fulfill its obligations under this Agreement. Such additional insurance shall be maintained and provided at the sole expense of the Licensee. The Licensee shall be responsible for obtaining whatever additional insurance it deems necessary in respect of the property of the Licensee located in the Child Care Facility.

- 12.** The Regional District is not responsible for any loss, damage or theft of items belonging to the Licensee stored in the Facility.

13. Risk

The Licensee accepts and will use the Child Care Facility at its own risk and agrees that neither the Regional District nor its respective officers, directors, employees, contractors or agents have made any warranties or representation respecting the suitability or condition of the Child Care Facility.

14. No Liability for Interference

The Regional District does not warrant that the use of the Child Care Facility by the Licensee pursuant to this Agreement will be free from interruptions caused or required by maintenance, repairs, renewals, modifications, strikes, riots, insurrections, labour controversies, accidents or other causes beyond the commercially reasonable control of the Regional District and the Licensee releases the Regional District from any loss or expenses rising therefrom.

15. Indemnity

The Licensee shall indemnify and save harmless the Regional District and its elected and appointed officers, employees, and agents from all loss, liability, costs, claims, or expenses (including actual legal fees and disbursements) arising out of the use or occupancy of the Child Care Facility by the Licensee, its directors, officers, staff or invitees, or arising out of any breach of this Agreement. The obligation does not apply to

the extent losses arise from any wrongful act or omission or negligence of the Regional District or its directors, officers, employees, agents, contractors or invitees.

16. Maintenance and Repair

The Licensee shall repair and maintain and keep the Child Care Facility in a state of good repair as any prudent owner would do. The Licensee shall be responsible for the cost of any repairs to the Child Care Facility, any part thereof, or any equipment or facility contained therein which are required to be made due to the negligence or willful misconduct of the Licensee or anyone for whom the Licensee is responsible at law. The expense of such repairs or replacements shall include all reasonable costs and expenses incurred by the Regional District. The Regional District shall, upon, written consent from the Licensee, provide the Licensee with documentation and records to substantiate any item or items of such expenses. The Licensee acknowledges and agrees that all repairs or replacements are to be carried out by either the Regional District, or by a Contractor approved by the Regional District.

The Licensee will be responsible for all set up, clean up, damage and waste removal for all regular activities of the Licensee as listed in Schedule B. Reasonable wear and tear excepted.

17. Nuisance

The Licensee shall not use or permit the use of any part of the Facility for any dangerous, noxious, noisome or offensive act, trade, business occupation or calling and shall not permit, cause or maintain any annoyance, nuisance, damage, disturbance or interference with other users of the Facility, or the occupiers of properties adjoining or proximate to the Facility, or which may constitute a fire hazard.

18. Damage or Destruction

If the Child Care Facility is damaged or destroyed such that:

- (a) it cannot be used by the Licensee as a venue for regular activities, programs or events; or
- (b) the Regional District, having decided in its discretion to do so, intends to repair, expand or rebuild the Child Care Facility and requires vacant possession of the Child Care Facility,

then this Agreement shall terminate on the Regional District providing the Licensee with written notice of same.

19. Dispute Resolution and Default

- (a) In the event of any dispute between the parties, attempts will be made by the Regional District staff and the KFP staff to directly resolve the conflict. Should this prove ineffective, Program Managers from the respective organisations will meet and review the situation recommending and agreeing to a solution or compromise. If a compromise or solution cannot be found, senior management staff will meet and review possible solutions. If solutions cannot be found, two board members from each organisation will meet in an effort to find a workable solution or agreeable compromise.
- (b) In the event of any dispute between the parties that cannot come to an agreeable solution, the dispute shall be referred to the Regional District Board whose decision will be binding.
- (c) This Agreement and all rights of the Licensee to use the Child Care Facility shall cease, at the option of the Regional District, if the Licensee shall be in default of any of its covenants or obligations set out in this Agreement and such default shall continue for a period of seven (7) days after notice of such default is given by the Regional District to the Licensee.

20. Rules and Regulations

The Licensee shall comply with all enactments with respect to its use and occupation of the Child Care Facility. The Licensee shall also comply with the reasonable rules and regulations established by the Regional District from time to time with respect to the use of the Child Care Facility provided that, in the event of a conflict between any such rule or regulation and a term of this Agreement, the terms of this Agreement shall prevail.

21. Termination

(a) The Regional District may terminate this Agreement:

- i) if the Licensee fails to fulfill any of its obligation hereunder within seven (7) days of written notice from the Regional District;
- ii) if the Licensee becomes bankrupt or insolvent or takes the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors or any arrangement or compromise;
- iii) a receiver, interim receiver, receiver and manager, custodian or liquidator is appointed for the business, property, affairs or revenues of the Licensee;
- iv) The Licensee ceases at any time to operate;
- v) The Licensee or its assets are dissolved, wound-up or liquidated.

(b) This Agreement may also be terminated by either party on six (6) months' written notice to the other party or as otherwise agreed by the parties.

If this Agreement is terminated due to a breach of the Agreement by the Licensee then, in addition to any other remedies it may have, it may recover from the Licensee all damages it incurs by reason of such breach and it may remove all of the Licensee's property from the Child Care Facility which property may be sold or disposed of at the Regional District's option or which may be stored by the Regional District at the cost of the Licensee.

22. Miscellaneous Provisions

(a) **No Waiver.** No waiver or nor neglect by the Regional District to enforce this Agreement upon breach by the Licensee of any covenants, conditions or agreement contained in this Agreement shall be deemed a waiver by the Regional District of such rights upon subsequent breach of the same or any other covenant or condition of this Agreement.

(b) **Notices.** Any notice, request or demand provided for in the Agreement shall be in writing and

- i) if directed to the Regional District, shall be directed to the Regional District's Manager of Recreation and the General Manager of Community Services; and
- ii) shall be sufficiently given if served personally upon the party for whom such notice was intended, or, if mailed by registered mail to the address first set out above. All notices given by mail under this section shall be deemed to be received three (3) days following its posting, if posted at Nelson, British Columbia or Castlegar, British Columbia provided that after the time of posting there shall be any slowdown, strike or labour dispute which might affect the delivery of notice by mail, then such notice shall only be effective if actually delivered. Either party may,

at any time, give notice in writing to the other of any change of address or thereafter all notices shall be mailed to the new address so given.

- (c) **Entire Agreement.** There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement, save as expressly set out in this Agreement and that this Agreement constitutes the entire Agreement between the parties and may not be modified except by subsequent agreement in writing executed by the parties.
- (d) **Inurement.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, personal representatives, administrators, successors and permitted assigns.
- (e) **Further Assurances.** The parties will execute such further and other documents and so such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.
- (f) **Not a Lease.** The Licensee agrees that this Agreement provides it with personal rights to use the Child Care Facility on the terms hereof only and that this Agreement does not grant it any leasehold or other estate in the Facility.
- (g) **Governing Law.** This Agreement shall be governed by the laws in force in British Columbia, including the federal laws of Canada applicable therein. British Columbia Courts shall have exclusive jurisdiction over all matters arising in relation to this Agreement, and each party accepts the jurisdiction of British Columbia Courts.
- (h) **Powers preserved.** Nothing contained or implied in this Agreement shall fetter in any way the discretion of the Regional District or the board of the Regional District. Further, nothing contained or implied in this Agreement shall derogate from the obligation of the Licensee under any other agreement with the Regional District or, if the Regional District so elects, prejudice or affect the Regional District's rights, powers, duties or obligation in the exercise of its functions pursuant to or under the *Local Government Act* or other applicable enactment, or act to fetter or otherwise affect the Regional District's discretion, and the rights, powers, duties and obligations of the Regional District under all public and private statutes, by-laws, orders and regulations, which may be, if the Regional District so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered by the Licensee and the Regional District.
- (i) **Counterparts.** This Agreement may be executed in counterparts, in which case the counterparts together shall constitute one agreement and communication of execution by fax or electronic transmission shall constitute good delivery.

END OF PAGE

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY

By its authorized signatories:

Name:

Name:

) Aimee Watson, Board Chair

Mike Morrison, Corporate Officer

**KOOTENAY FAMILY PLACE SOCIETY FOR CHILDREN
AND YOUTH**

By its authorized signatories:

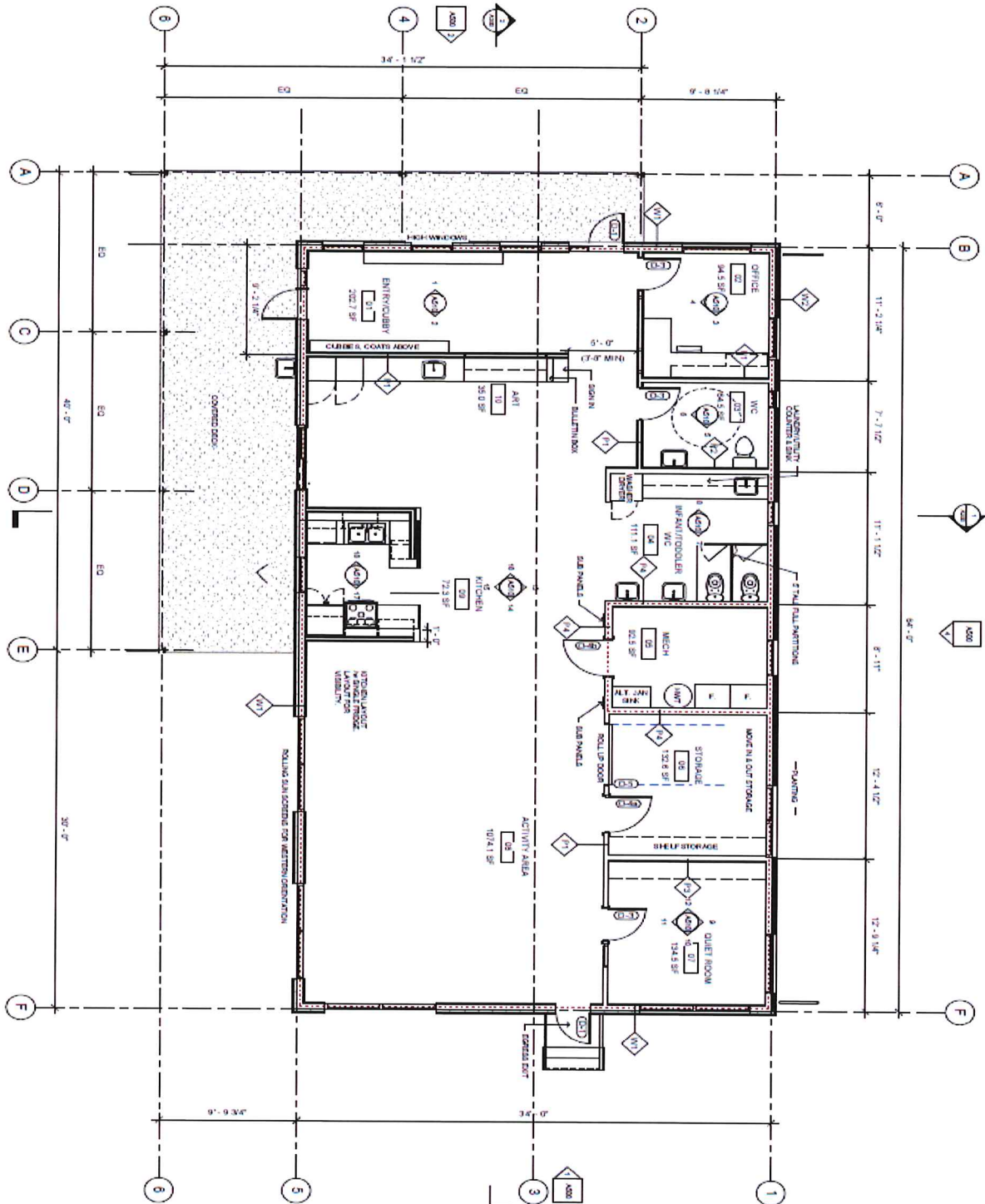
Name:

Name:

SALLY BOTECHIKO *Bojchko*

LYNNENE LEWIS *Lewis*

SCHEDULE A
FLOOR-PLAN OF FACILITY



SCHEDULE B
Example – KFP Child Care operational calendar

List of Hours & Days

Monday:	7:30-5:30pm
Tuesday:	7:30-5:30pm
Wednesday:	7:30-5:30pm
Thursday:	7:30-5:30pm
Friday:	7:30-5:30pm

<u>Spring Break, Summer Break</u>	<u>No Child Care operation</u>
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Facility Closed

Christmas Day
Boxing Day
New Years Day
Family Day
Good Friday
B.C. Day
Labour Day
Thanksgiving

SCHEDULE C
CHILD CARE CAPITAL FUNDING PROGRAM, CHILD CARE BC NEW SPACES FUND FUNDING AGREEMENT

AGREEMENT Number: C205406008554

**CHILD CARE CAPITAL FUNDING PROGRAM
CHILDCARE BC NEW SPACES FUND
FUNDING AGREEMENT
(the "Agreement")**

THIS AGREEMENT made the ____ day of _____, _____.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**, represented by
the Minister of Children and Family Development
(the "Province")

OF THE FIRST PART

AND:

Regional District of Central Kootenay,
202 Lakeside Drive, Nelson BC V1L 5R4
(the Recipient)

OF THE SECOND PART

WHEREAS:

- A. The Province is providing child care capital funding to approved applicants for the creation of either new or additional licensed child care spaces;
- B. The Recipient has requested funding from the Province, for a child care space creation project, in an amount up to an aggregate of \$2,000,000.00;
- C. The Province and Recipient acknowledge and agree that the funding provided under this Agreement is conditional funding to which the provisions of the *Child Care BC Act* apply; and
- D. It is a condition of the Province agreeing to provide funding to the Recipient that the Recipient agrees to the terms in this Agreement. The Province and Recipient therefore agree that the terms and conditions of this Agreement will govern the funding arrangement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Province and Recipient agree as follows:

CHILD CARE CAPITAL FUNDING PROGRAM

1 DEFINITIONS

1.1 In this Agreement:

- (a) "Advance" means any disbursement of Funding to the Recipient under this Agreement, in accordance with the funding advancement details set out in the attached Schedule A;
- (b) "Annual Report" means a report in a form determined by the Province, that the Recipient must submit annually commencing 12 months from the anniversary date of the *Community Care and Assisted Living Act* as described in section 11.1 (g) and continuing every 12 months of the Child Care Operation for the duration of the Commitment Period;
- (c) "Application" means the application of the Recipient for the Funding and includes all documents submitted, including without limitation the Budget, Project Costs, Project Schedule, and Plans and Specifications and all representations made in connection with such application;
- (d) "Appropriation" has the meaning given to it under section 1 of the *Financial Administration Act*;
- (e) "Budget" means a detailed estimate of the costs to complete the Project, determined where necessary by cost estimates by certified contractors, engineers, architects or other qualified parties, in accordance with the Plans and Specifications, and provided to the Province for the purposes of this Agreement;
- (f) "Business Day" means any day other than a Saturday, Sunday, or statutory holiday in the province of British Columbia;
- (g) "Child Care Facility" means the physical building, facility, or area and the land on which the Project will occur or has occurred and which the Recipient will ensure is occupied and used, for the purpose of a Child Care Operation and which is located at: 2101 6th Avenue, Castlegar and which is legally described as TBD (Castlegar & District Recreation Complex);
- (h) "Child Care Fee Reduction Initiative" or "CCFRI" means an opt-in initiative under the overarching CCOF Program whereby Ministry approved licensed child care provider applicants receive additional funding on the condition that they provide a corresponding fee reduction to parents of children enrolled at the child care provider's facility;
- (i) "Child Care Operation" means the provision of child care in a Child Care Facility licensed under the *Community Care and Assisted Living Act* at TBD (Castlegar & District Recreation Complex);
- (j) "Child Care Operating Funding Program" or "CCOF Program" means the program under which the Ministry provides enrolled licensed child care providers with funding for operational expenses in connection with their child care operation;
- (k) "Child Care Space" means a full time child care space licensed under the *Community Care and Assisted Living Act*. For the purpose of this definition, two part time child care spaces will equal one full time child care space (e.g. one morning preschool space and one afternoon preschool space would represent one full time child care space);

CHILD CARE CAPITAL FUNDING PROGRAM

- (l) "Commitment Period" means the period during which the Recipient must continue the Child Care Operation following Completion as set out in section 9.1;
- (m) "Completion" means the Project has been completed in accordance with the Province approved Plans and Specifications and Budget, or in accordance with any changes to Plans and Specifications or Budget that have been approved by the Province, and is capable of being licensed under the *Community Care and Assisted Living Act*;
- (n) "Event of Default" means any of the events described in section 14.1, including its subsections;
- (o) "Final Advance" means the last disbursement of a portion of the Funding to the Recipient pursuant to this Agreement;
- (p) "*Financial Administration Act*" means the *Financial Administration Act*, R.S.B.C. 1996, c.138 as amended;
- (q) "Funding" means the aggregate of all Advances made from time to time by the Province to the Recipient under this Agreement in accordance with the funding details set out in the attached Schedule A;
- (r) "Good Financial Standing" means the Recipient does not have an outstanding debt owing to the Province respecting a program of the Ministry for which no Province-approved payment plan has been established and, where a Province-approved payment plan has been established, the Recipient is not in breach of the plan;
- (s) "Initial Advance" means the first disbursement of a portion of the Funding to the Recipient pursuant to this Agreement;
- (t) "Lockup Stage" for ground-up construction means the Project milestone when it is possible to effectively secure the building; for renovations means the Project milestone when interior finishing is complete; and for Projects requiring equipment only means when furniture /equipment for the facility has been ordered.
- (u) "Ministry" means the Ministry of Children and Family Development;
- (v) "Necessary Government Approval" means the issuance by any government (including the Province) or municipality or any department, branch, official or agency thereof of all consents, tenures, permits, licenses or approvals required for the Recipient to commence and carry out the Project;
- (w) "Plans and Specifications" means all detailed plans, drawings and specifications for the activities required to carry out and complete the Project or to acquire the assets for use in the Project, or both;
- (x) "Project" means the project as described by the Recipient in the Application and as approved by the Province, the details of which include, without limitation:
 - i. the Recipient's creation of a new Child Care Facility;
 - ii. the number of new Child Care Spaces;
 - iii. the acquisition of any equipment related to the Child Care Operation

CHILD CARE CAPITAL FUNDING PROGRAM

all of which is for the purpose of the Recipient creating new Child Care Spaces at the Child Care Facility and arranging for the subsequent Child Care Operation at the Child Care Facility in accordance with this Agreement, including without limitation Article 3 (CCOF and CCFRI) and the Commitment Period detailed in Article 9;

- (y) "Project Costs" means all amounts paid or payable by the Recipient to any person, firm, corporation or other organization dealing at arm's length with the Recipient, for construction of the Project or acquisition of its components and which, in the opinion of the Province, have been necessarily and properly incurred under this Agreement. For the purpose of this definition, project costs will not include (i) the cost of purchasing land for the Project; (ii) any property consisting of operational or replaceable assets, assets acquired prior to approval of the Recipient's application, or (iii) other items that the Province determines are ineligible for funding regardless of whether said items are related to the Project;
- (z) "Project Schedule" means a detailed timetable and schedule of construction or preparation of the Project and the time period within which each part or aspect of the Project, as described in the Plans and Specifications, is proposed to be commenced, carried out and completed;
- (aa) "Quarterly Report" means a report in a form determined by the Province, that the Recipient must submit quarterly detailing the progress of the Project as set out in sections 6.1 and 6.2 of this Agreement, until the Project is complete;
- (bb) "Third Party Financing" means a donation, loan, credit facility or any other sum of money in an amount that, in addition to the maximum amount of the Funding and the amount to be funded by the Recipient, is sufficient, in the opinion of the Province, to pay the total costs set out in the Budget and that is committed to the Recipient by any individual, organization or entity approved by the Province.

2 PROJECT FUNDING AND NEW CHILD CARE SPACES

- 2.1 The Province acknowledges that as of the date of this Agreement, it has received and approved the Recipient's Application package. Provided the Recipient complies with its obligations under this Agreement, the Province will provide the Funding Advances as detailed in the attached Schedule A.
- 2.2 The Recipient and Province acknowledge and agree that the Province is providing the Funding on the condition that the Recipient complete the Project as required under this Agreement, which includes without limitation, the creation of 10 Preschool (30 Month to School Age) and 20 Group Child Care (School Age) new Child Care Spaces at the Child Care Facility and that all such new Child Care Spaces be licensed in accordance with the *Community Care and Assisted Living Act*.

3 CCOF AND CCFRI

- 3.1 The Recipient acknowledges and agrees that the Province is providing the Funding on the understanding and the condition that upon Completion of the Project, the Recipient will enroll in the Ministry's Child Care Operating Funding (CCOF) Program, and in the Child Care Fee Reduction Initiative (CCFRI) for all eligible care categories. The Recipient agrees that it will familiarize itself with the current requirements of the CCOF Program and the CCFRI. Furthermore, the Recipient agrees that it will complete the Project with a view to meeting

CHILD CARE CAPITAL FUNDING PROGRAM

the requirements for successful enrollment in the CCOF Program and, where eligible, in the CCFRI. The Recipient agrees that within 60 days of Completion, or such other longer time period as may be mutually agreed upon between the Province and Recipient, it will:

- a) submit a completed *bona fide* application for enrolment in the CCOF Program and CCFRI or such other related successor programs as the Province may have in place at the time of Completion, including without limitation any universal child care initiatives ("Successor Programs"); and
 - b) upon Province approval of the Recipient's application for enrolment in the CCOF Program and CCFRI or any Successor Programs, as the case may be, comply with the corresponding Funding Agreement or contract with the Province for such programs.
- 3.2 If the Province requires additional information or clarification from the Recipient in order to approve the applications contemplated under section 3.1 (a) above, the Recipient will provide such information in a timely manner so that the Province may finalize the application approval process.

4 REPRESENTATIONS AND WARRANTIES

CORPORATE CAPACITY AND POWER AND REGISTERED TITLE

- 4.1 The Recipient represents and warrants to the Province that:
- (a) it has the legal capacity to enter into this Agreement and to carry out the transactions contemplated by this Agreement. The Recipient also represents and warrants to the Province that all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Recipient and this Agreement has been legally and properly executed by the Recipient and is legally binding upon and enforceable against the Recipient;
 - (b) it has the legal right to carry out the Project at the site specified in the Application. The Recipient also represents and warrants that in carrying out the Project, it will at all times comply with applicable by-laws, zoning requirements, building codes and other applicable laws;
 - (c) all information, financial statements, documents and reports furnished or submitted by the Recipient:
 - i. to the date of this Agreement in connection with its Application; and
 - ii. after the date of this Agreement,are true and correct;
 - (d) the completion of the transactions contemplated herein will not constitute a breach by the Recipient of any statute, by-law or regulation or of its constating documents which would result in the creation of any lien, encumbrance or other charge on any of the assets or negatively impact the validity of this Agreement;
 - (e) if the Recipient is a corporation, society or partnership, it is registered and in good standing with BC Corporate Registry;

CHILD CARE CAPITAL FUNDING PROGRAM

- (f) if the Recipient receives other Ministry child care funding, including Child Care Operating Funding (CCOF) funding, Childcare BC Maintenance (formerly Minor Capital) funding, Start-Up Grants, and Affordable Child Care Benefit (ACCB formerly Child Care Subsidy) payments on behalf of parents, that the Recipient is in Good Financial Standing;
- (g) no insolvency event has occurred or is expected to occur with respect to the Recipient or any real or personal property involved in the Project. For the purposes of this provision, an insolvency event shall mean any events listed in subsections 14.1(e) to and including 14.1(h);
- (h) there are no liens, encumbrances, charges or other rights or interests affecting or otherwise impacting any real or personal property related to the Project that have not been otherwise disclosed in the Application and permitted by the Province.

FURTHER REPRESENTATION

- 4.2 All statements contained in any certificate, the Application or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated hereby shall be deemed to be representations and warranties by the Recipient under this Agreement.

RELIANCE AND CONTINUATION

- 4.3 All representations, warranties, covenants and agreements made herein and all certificates or other documents delivered by or on behalf of the Recipient to the Province are material to this Agreement and shall conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province and they shall survive the payment of the Funding and the fulfilment of all other transactions and deliveries contemplated under this Agreement and will continue in full force and effect during the continuation of this Agreement.

5 RECIPIENT'S COVENANTS

PROJECT COVENANTS

- 5.1 The Recipient will commence the Project either (i) by the date set out in the Province approved Project Schedule; or (ii) within four (4) months from the date of entering into this Agreement, whichever is earlier. Furthermore, the Recipient will proceed diligently and complete the Project substantially in accordance with the Province approved Application package, including without limitation the Budget, Project Costs, Project Schedule, and Plans and Specifications.
- 5.2 Upon proceeding with the Project in accordance with section 5.1 above, the Recipient will ensure that Funding is applied exclusively toward the Project for the Child Care Facility in accordance with the Budget, Project Schedule and Plans and Specifications, all as approved by the Province, and that all undisputed Project Costs are paid when due. In the event of a disputed Project Cost with a party engaged to assist with the Project, the Recipient will use its best efforts to resolve the dispute as soon as possible.
- 5.3 If the Recipient does not proceed diligently with the Project in accordance with section 5.1, 5.2 and the approved Project Schedule, the Recipient will immediately contact the Province to request changes to the Project Schedule, and will provide a detailed explanation as to the reasons for the

CHILD CARE CAPITAL FUNDING PROGRAM

delay and an estimate of the additional time required to commence the Project. Failure on the part of the Recipient to comply with this provision will constitute an Event of Default under section 14.1(a) of this Agreement.

- 5.4 If the Province, following a Recipient request made under section 5.3 does not approve a change to the Project Schedule, using its reasonable discretion, then the Recipient's failure to comply with the requirements of section 5.1 and the approved Project Schedule will constitute an Event of Default under section 14.1(a) of this Agreement.
- 5.5 The Recipient will not, without the prior written approval of the Province, make any material change in or to the Project, the Budget, Project Costs, Plans and Specifications or Project Schedule. If the Recipient makes a material change to the Project or the approved Budget, the approved Plans and Specifications or the approved Project Schedule, including changes to the number or type of Child Care Spaces to be created, without written approval from the Province, this will constitute an Event of Default under section 14.1(a) of this Agreement.
- 5.6 The Recipient will at least 30 days before the intended opening of the Child Care Facility or the new Child Care Spaces, as the case may be, as detailed in the Project materials, notify the Province in writing of the intended opening date. If the Recipient does not open on the intended opening date, the Recipient will follow the Project change procedure set out in section 5.3 above.

6 PROJECT STATUS REPORTING

- 6.1 Upon entering into this Agreement, the Recipient will complete and submit quarterly reports to the Province during the course of the Project for the following quarterly periods, which are referred to collectively as "Quarterly Reports" and individually as a "Quarterly Report":
 - a) April 1 – June 30 (quarter 1);
 - b) July 1 – September 30 (quarter 2);
 - c) October 1 – December 31 (quarter 3); and
 - d) January 1 – March 31 (quarter 4).
- 6.2 The Quarterly Reports will be in such form and require such information about the Project as the Province may reasonably determine. Each Quarterly Report will be due to the Province within 15 days of the last day of the applicable quarterly period (i.e. quarter 1 due July 15th). If the Recipient enters into this Agreement during a quarterly period, the Recipient's first Quarterly Report will run from the date of this Agreement to the end of the applicable quarterly period. If the Project is completed prior to the end of a quarterly period, the last Quarterly Report will run from the first day of applicable quarterly period to the date of completion of the Project, at which time the last Quarterly Report will be due within 15 days.

7 COMPLETION

- 7.1 In addition to all other requirements set out in this Agreement, within 60 days after Completion or such other longer time period as may be mutually agreed upon between the Province and Recipient pursuant to section 3.1, the Recipient will submit to the Province written notification of Completion of the Project and the following:
 - (a) an itemized Expense Report reviewed and signed off by an Auditor, listing all Project Costs up to the date of Completion;

CHILD CARE CAPITAL FUNDING PROGRAM

- (b) a copy of all current licences issued under the *Community Care and Assisted Living Act* for the Child Care Facility and contemplated under this Agreement;
- (c) a completed financial reconciliation form, and a financial expenditure form, both in the form required by the Province; and
- (d) copy of Ministry confirmation of approval of enrolment in each of the Child Care Operating Funding (CCOF) Program and the Child Care Fee Reduction Initiative (CCFRI).

8 OVERRUNS

- 8.1 If at any time it appears or becomes evident to either the Province or the Recipient that the Project Costs may exceed the approved Budget, the Recipient will forthwith provide the Province with full and complete particulars of such excess. The Recipient, and not the Province, will be responsible for any and all such overrun costs.

9 CONTINUATION OF CHILD CARE OPERATION

- 9.1 Immediately following Completion and not later than 60 days from Completion or such other longer time period as may be mutually agreed between the Province and Recipient pursuant to section 3.1, the Recipient will ensure the Child Care Operation commences or continues, as the case may be. More specifically, the Recipient will ensure that the Child Care Operation commences and continues for a minimum of fifteen (15) years from the date the Child Care Facility commences or continues as a Child Care Operation (the "Commitment Period"). During the Commitment Period, the Recipient will ensure that the Child Care Facility offers the number of Child Care Spaces (including any original and new spaces) set out in the Province approved Application package and referenced in section 2.2 of this Agreement.
- 9.2 The Recipient will notify the Province in writing immediately of any request to decrease the number of Child Care Spaces or to discontinue the Child Care Operation during the Commitment Period. In such case the repayment provisions in section 10.4 will apply, subject to section 9.3.
- 9.3 The Province and Recipient acknowledge that unforeseeable extraordinary circumstances that are beyond the Recipient's control may arise which would render the Recipient incapable of complying with its Commitment Period obligations in section 9.1. If the Recipient wishes to seek a modification to its Commitment Period obligations on this basis, it must submit a written request to the Province in accordance with the notice provisions in Article 18. Any written request must contain details of the circumstances which are the basis for the request. Upon receiving the request, the Province may, taking into consideration the nature of the circumstances:
- a) deny the request;
 - b) seek additional information to assist the Province in reaching a decision; or
 - c) defer, modify, or waive the Recipient's remaining Commitment Period obligations.

In the course of considering a Recipient request in this instance, the Province may consult with the Recipient in an effort to reach a mutually acceptable resolution, however, the Province will have final discretion with respect to any such decision. Notwithstanding the process set out in section 9.3, the Recipient acknowledges and agrees that in the event that loss or damage is sustained at the Child Care

CHILD CARE CAPITAL FUNDING PROGRAM

Facility, the Recipient is required to make arrangements with its insurance provider to ensure the Child Care Operation at the Child Care Facility either remains operational or that it is restored to its operational state, as required under this Agreement, as soon as possible so that the Recipient continues to meet its obligations in section 9.1 for the remainder of the Commitment Period.

10 OVERPAYMENT & REPAYMENT

- 10.1 If Funding, or a portion of Funding, is paid under this Agreement in an amount to which the Recipient was not eligible under the terms of this Agreement, including but not limited to any overpayments made as the result of clerical or administrative error or miscalculation on the part of the Province, or miscalculation on the part of the Recipient, or incorrect information supplied to the Province by the Recipient, then such an amount shall be deemed an overpayment and the Recipient will repay the full amount of any such overpayment to the Province.
- 10.2 The Province will not, under any circumstances, be required to pay to the Recipient under this Agreement, more than \$2,000,000.00.
- 10.3 If, upon Completion, it is determined that the Project Costs to Completion were less than the total costs set out in the Budget approved by the Province, then the Recipient will repay to the Province the Province-approved funding percentage of the difference between the Project Costs to Completion and the total costs set out in the Budget approved by the Province. For illustrative purposes, if the Province has agreed to fund 50% of a Project based on the approved Budget of \$500,000 (i.e. Province advances \$250,000) but the Project Costs to Completion are later determined to be only \$400,000, then the Recipient would be required to repay the Province the sum of \$50,000.
- 10.4 If the Recipient does not comply with the Commitment Period obligations in section 9.1, then, subject to section 9.3, the Recipient will repay to the Province:
 - a) in the case of a discontinuance of the Child Care Operation, a pro-rated amount of all Funding paid to it under this Agreement, based on the ratio between the length of time the Child Care Operation has operated since the date of Completion and the length of time remaining in the Commitment Period; and
 - b) in the case of a decrease in the number of Child Care Spaces, a pro-rated amount determined by the Province taking into consideration factors such as the number of decreased Child Care Spaces and the reason for such decrease.
- 10.5 Pursuant to section 7 (2) of the *Child Care BC Act*, the amount of any overpayment or repayment referred to in section 10.1, 10.3 or 10.4 is a debt due to the Province and may be recovered by the Province in a court of competent jurisdiction or deducted by the Province from any subsequent child care funding program, except Child Care Subsidy (future Affordable Child Care Benefit), administered by the Province.
- 10.6 If the Recipient does not make the repayment as required under section 10.1, 10.3 or 10.4, then without limiting any other remedy available to the Province under this Agreement or at law, within 30 days of receipt of the demand for repayment from the Province, then the Province may, at its discretion, refuse to make any Advance otherwise payable to the Recipient under this Agreement, or terminate or suspend payments otherwise payable to the Recipient under this or any other child

CHILD CARE CAPITAL FUNDING PROGRAM

care funding program, except Child Care Subsidy (future Affordable Child Care Benefit), administered by the Province.

- 10.7 Despite any other provisions in this Agreement, the Province may, at the Province's discretion, withhold some or all of the Funding Advances that would otherwise be payable under this Agreement to offset some or all of any repayment owing by the Recipient under this Agreement.

11 GENERAL COVENANTS

11.1 So long as this Agreement remains in force, the Recipient will:

- (a) observe and comply with any statute, rule or regulation of any government or branch or agency thereof applicable to the Recipient or the Project;
- (b) if requested by the Province, provide evidence satisfactory to the Province that the representations and warranties set forth in sections 4.1 and 4.2 are true and correct;
- (c) maintain its organization's existence and keep or cause to be kept proper books of account in accordance with generally accepted accounting principles applied on a consistent basis;
- (d) ensure that the Child Care Operation is carried on in a proper business-like manner in accordance with good business practice and the *Community Care and Assisted Living Act* and the Child Care Licensing Regulation;
- (e) ensure that neither it nor its authorized operators will hinder or deny enrolment in the Child Care Spaces at the Child Care Facility to children of parents receiving benefits under the *Child Care Subsidy Act*;
- (f) without limiting the requirement in section 7.1 within 30 days of the delivery of a written request from the Province, provide the Province with any information and documents, including Financial Statements prepared by an independent, arm's length, certified Chartered Professional Accountant, that meet current financial reporting standards in Canada, with respect to the affairs of the Recipient or the Project, that the Province considers necessary to determine the status of the Project toward Completion and to ensure that the Recipient is complying with its obligations under this Agreement;
- (g) the Recipient must provide the following Annual Report, commencing on the anniversary date of the *Community Care and Assisted Living Act* licence and continuing every 12 months of the Child Care Operation for the duration of the Commitment Period referenced in section 9.1 of the Agreement (the "Annual Report"):
 - a. number of Child Care Spaces;
 - b. location;
 - c. number of days open per month;
 - d. number of months open per year; and
 - e. such other information as the Province may reasonably require from time to time.

The Annual Report in this section 11.1 (g) will be submitted by the Recipient in a form determined by the Province.

- (h) notify the Province in writing immediately of any actual or potential Event of Default under this Agreement, including providing particulars of such event. Additionally, the Recipient

CHILD CARE CAPITAL FUNDING PROGRAM

will immediately notify the Province in writing of details of any actual or potential issues or changes involving its Third Party Financing arrangements that could materially impact the Project;

- (i) grant to the Province, its servants, agents and employees access to the Child Care Facility location contemplated in this Agreement or any other location for the purpose of inspecting any aspect of the Project or compliance with the Commitment Period obligations, including without limitation any building, assets, books and records of the Recipient at all reasonable times for the purpose of inspections;
- (j) apply for and maintain in good standing all Necessary Government Approvals and submit to the Province satisfactory evidence thereof when so requested by the Province;
- (k) expend all Funding only for Province approved Project Costs in relation to the Child Care Facility;
- (l) punctually pay all taxes, rates and assessments required to be paid by it; and
- (m) generally, perform each of its obligations under this Agreement.

12 INSURANCE AND INDEMNITY

12.1 The Recipient shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in Canada and in forms and amounts acceptable to the Province:

- (a) during the construction phase of any Project, insurance such as course of construction and wrap-up liability in amounts that a prudent owner of a similar construction project would carry in British Columbia to ensure the Project is completed and third party liabilities are insured. Such insurance shall include, as applicable, the Province as an additional insured or loss payee as its interest may appear, and a waiver of the insurer's rights of subrogation against the Province.
- (b) at all other times during the term of this Agreement, other insurance(s) specific to the operations of the Recipient that ensure the Child Care Facility remains operational including insurance to protect the Recipient against loss arising from damage to the Child Care Facility, and loss of revenue derived from Child Care Facility operations, in amounts that a prudent operator in British Columbia would carry to cover the related risks. Where applicable, liability policies shall include the Province as additional insured, and property policies shall include the Province as loss payee as its interests may appear and a waiver of the insurer's rights of subrogation against the Province.

All insurance carried by the Recipient shall be primary and not require the sharing of any loss by the Province.

12.2 Within 10 Business Days of being asked to do so by the Province, the Recipient shall provide the Province with evidence of all insurance covering the Project or related to this Agreement. Such evidence of insurance shall be in the form of a completed and signed Province of British Columbia Fin 173 - Certificate of Insurance.

CHILD CARE CAPITAL FUNDING PROGRAM

- 12.3 The Recipient hereby waives any right of recourse it may have or obtain against the Province, its employees or agents, with regard to loss or damage to any property located in, on or about the Child Care Facility. The Recipient shall be responsible for any deductible amounts under the policies.
- 12.4 The Recipient will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, when the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient or any agent, contractor or employee of the Recipient pursuant to this Agreement or the Recipient's operations.

13 ADVANCES

GENERAL CONDITIONS PRECEDENT TO ADVANCES

- 13.1 The Province is not obligated to make any Advance as set out in the attached Schedule A:
- (a) if, in the opinion of the Province, there has been any material adverse change in the business or financial condition of the Recipient;
 - (b) unless there is an Appropriation with respect to or applicable to the Project and sufficient funds remain available and uncommitted in that Appropriation to make the Advance requested;
 - (c) if Treasury Board, as defined in the *Financial Administration Act*, has controlled or limited expenditure under the said Appropriation;
 - (d) if there has occurred or is continuing an Event of Default which has not been remedied to the satisfaction of the Province;
 - (e) unless the Province is satisfied that the Recipient's representations and warranties as set out in sections 4.1 and 4.2 are true or correct; and
 - (f) unless the Province has received and is satisfied with evidence that all Necessary Government Approvals have been obtained and are in good standing.

CONDITIONS PRECEDENT TO INITIAL ADVANCE

- 13.2 The Province will not be obligated to make an Initial Advance as set out in the attached Schedule A unless the Province has received and approved:
- (a) the Budget;
 - (b) the Project Schedule;
 - (c) the Plans and Specifications for the Project;
 - (d) evidence to the Province's satisfaction that any Third Party Financing has been obtained and is committed to the Recipient;

CHILD CARE CAPITAL FUNDING PROGRAM

- (e) if the Project consists of renovating an existing building or the purchase of equipment for a Child Care Operation at the Child Care Facility, evidence that the Recipient or the Province approved operator holds a valid child care licence for the Child Care Spaces under the *Community Care and Assisted Living Act* and regulations and evidence to the Province's satisfaction it is not in contravention of any requirements of that licence; and
- (f) evidence, satisfactory to the Province, of the taking of all proceedings by the directors, officers, partners or other representatives of the Recipient, as the case may be, necessary for authorizing the execution and delivery of this Agreement and the performance of the Recipient's obligations under this Agreement.

CONDITIONS PRECEDENT TO SECOND ADVANCE

- 13.3 Prior to any second advance set out in the attached Schedule A, the Recipient must submit to the Province a written request and evidence satisfactory to the Province that affirms the Project is at the Lockup Stage.

CONDITIONS PRECEDENT TO FINAL ADVANCE

- 13.4 Prior to any Final Advance set out in the attached Schedule A, the Recipient must submit to the Province all items and information required pursuant to section 7.1 (*Completion*) of this Agreement. Provided that:
- a) the Recipient is in compliance with this provision and all other provisions of this Agreement, and
 - b) the Province has no questions or concerns arising from such items and information that the Recipient submits pursuant to this provision,
- then the Province will provide the Recipient with the Final Advance set out in the attached Schedule A.

14 DEFAULT AND TERMINATION

EVENTS OF DEFAULT

- 14.1 Any of the following events will constitute an Event of Default, whether any such event be voluntary, involuntary or result from the operation of law or any judgment or order of any court or administrative or government body:
- (a) the Recipient fails to observe, perform or comply with:
 - i. any provision of this Agreement, including without limitation the requirement to proceed diligently and complete the Project under section 5.1; or
 - ii. any other agreement for child care funding to which the Recipient is a party with the Province,

and has not rectified such failure within any time limit set by the Province or is not, in the reasonable opinion of the Province, diligently proceeding to rectify such failure;
 - (b) any representation or warranty made by the Recipient in this Agreement is untrue or incorrect;

CHILD CARE CAPITAL FUNDING PROGRAM

- (c) the Application or any other information, document, certificate or report provided or submitted by the Recipient to the Province pursuant to this Agreement is untrue or incorrect;
- (d) there is any threatened, pending, current, or finalized claim, legal action or proceeding against the Recipient including any action or proceeding arising from the Recipient's Third Party Financing, which would, in the opinion of the Province, if successful, have a material adverse effect upon the ability of the Recipient to perform its obligations under this Agreement or any agreement entered into or charge granted in furtherance of this Agreement;
- (e) an order is made or a resolution passed for the liquidation or winding up of the Recipient or if a petition is filed for the liquidation or winding up of the Recipient;
- (f) the Recipient becomes insolvent or makes an unauthorized assignment or bulk sale of its assets or if a bankruptcy petition is filed or presented against it or if the Recipient shall be subject to the provisions of the *Bankruptcy Act* (Canada) or any other Act for the benefit of its creditors or otherwise acknowledges its insolvency;
- (g) a receiver or receiver-manager of any property of the Recipient is appointed;
- (h) a change occurs with respect to any of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfil any of its obligations under this Agreement;
- (i) if the Recipient is a corporation, society or partnership, it ceases to be registered and in good standing with BC Corporate Registry, or if the Recipient otherwise ceases to operate;
- (i) the Recipient commits an act of default under its Third Party Financing arrangements;
- (j) the Recipient is no longer in Good Financial Standing with respect to any Ministry funding program;
- (k) the Recipient has failed to comply with the CCOF Program and CCFRI requirements set out in sections 3.1 and 3.2
- (l) in the opinion of the Province, the Recipient has failed to ensure the commencement or continuation the Child Care Operation in accordance with the requirements of this Agreement.

15 TERMINATION

15.1 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its discretion exercisable by written notice to the Recipient:

- (a) from and after the date of said notice, withhold an Advance for such period of time as the Province in its sole discretion determines is reasonable to permit the Recipient to remedy the default; or

CHILD CARE CAPITAL FUNDING PROGRAM

- (b) terminate the Agreement and declare the aggregate of all Advances paid hereunder to be due and be repayable by the Recipient to the Province and such monies will immediately become due and payable without presentment, demand, protest or other notice of any kind to the Recipient, all of which are hereby expressly waived.

16 REMEDIES NON-INCLUSIVE

- 16.1 The rights, powers and remedies conferred on the Province under this Agreement or any statute or law are not intended to be exclusive and each remedy shall be cumulative and in addition to and not in substitution for every other remedy existing or available to the Province.
- 16.2 The exercise of any one or more remedies available to the Province will not preclude the simultaneous or later exercise by the Province of any other right, power or remedy.

17 DELAY

- 17.1 No failure or delay on the part of either party to complain of an act or failure of the other party or to declare such other party in default, regardless of how long such act or failure shall continue, will constitute a waiver by such party of its rights hereunder.

18 NOTICE

DELIVERY OF NOTICES

- 18.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
 - a) by courier to the addressee's address specified below, in which case it will be deemed to be received on the day of its delivery; or
 - b) by prepaid post to the addressee's address specified below, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing; or
 - c) by email to the addressee's email address specified below, in which case it will be deemed to be received on the day and time it was sent.

CHILD CARE CAPITAL FUNDING PROGRAM

to the Province:

Child Care Capital and Community Services Branch
Ministry of Children and Family Development

Mailing Address:

PO Box 9788, Stn. Prov. Govt.

Victoria BC V8W 9S5

Email Address: MCF.CCCF@gov.bc.ca

and to the Recipient:

Regional District of Central Kootenay

202 Lakeside Drive

Nelson, B.C. V1L 5R4

jcrockett@rdck.bc.ca

- 18.2 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of each party and that executed copy being delivered to the party by a method provided for in section 18.1 or any other method agreed to by the parties.

RECEIPT

- 18.3 Any such notice, document, statement, report, demand or payment so mailed will be deemed to be given to and received by the addressee on the fifth Business Day after the mailing of the same except in the event of disruption of postal services in Canada in which case any such notice, document, statement, report, demand or payment will be deemed to be given to and received by the addressee when actually delivered to the particular address set out above.

CHANGES

- 18.4 Within 30 Business Days of a change to its address or email address, a party must provide written notice of the change to the other party.

19 MISCELLANEOUS

PUBLIC ANNOUNCEMENT

- 19.1 The Province may engage in such communications, advertising or media interviews regarding the Funding or the Project as it deems appropriate.
- 19.2 The Recipient will provide at least 14 Business Days advance notice to the Province via email to the Childcare BC New Spaces funding program at MCF.CCCF@gov.bc.ca of any planned communication, advertising or media interviews in relation to the Funding or the Project, and will not proceed with such planned communication without the written approval of the Province.

CHILD CARE CAPITAL FUNDING PROGRAM

TERM

- 19.3 The term of this Agreement will be from the date of execution to the date upon which the Recipient has satisfied all its obligations, including without limitation its Commitment Period obligations and related annual reporting requirements set out in section 11.1 (g), unless terminated sooner in accordance with the termination provisions in this Agreement.

GOVERNING LAW

- 19.4 This Agreement will be constructed in accordance with the laws of the Province of British Columbia.
- 19.5 Nothing in this Agreement is or operates as a consent, permit, approval or authorization by the government of the Province of British Columbia or any ministry, office, branch or agency thereof to or for anything related to the Project that, by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

TIME

- 19.6 Time will be of the essence of this Agreement.

REFERENCES

- 19.7 A reference to a statute in this Agreement, whether or not that statute has been defined, means a statute of the Province of British Columbia unless otherwise stated and includes all amendments to it, the regulations made under it and any enactment passed in substitution therefore or replacement thereof.
- 19.8 Unless the context otherwise indicates, any reference to "this Agreement" means this instrument and all of the schedules attached to it and any reference to any section or subsection by number is a reference to the appropriate section or subsection in this Agreement.

HEADINGS

- 19.9 The headings or captions in this Agreement are inserted for convenience only and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement.

NO OTHER AGREEMENTS

- 19.10 There is no representation, warranty, guarantee, indemnity, condition or agreement or any collateral representation, warranty, guarantee, indemnity, condition or agreement applicable to, binding upon or enforceable against one party by the other except for those expressed in this Agreement, the Application submitted by the Recipient and any agreement or approval made or security to be granted pursuant to this Agreement.

SEVERABILITY

- 19.11 If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.

CHILD CARE CAPITAL FUNDING PROGRAM

ASSIGNMENT

19.12 The Recipient must not assign any of the Recipient's rights or obligations under this Agreement without the Province's prior written approval. Upon providing written notice to the Recipient, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

ENUREMENT

19.13 This Agreement will enure to the benefit of and be binding upon the Province and its assigns and the Recipient and its successors and permitted assigns.

WAIVER

19.14 No consent or waiver, expressed or implied by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent of waiver to or of any other breach or default in the performance by such party hereunder.

NO PARTNERSHIP

19.15 Nothing contained in this Agreement will create or be deemed to create, as between the Province, on the one hand, and the Recipient, on the other hand, a partnership, joint venture or agency relationship.

EXECUTION BY COUNTERPART

19.16 This Agreement may be executed in counterparts and delivered by facsimile or e-mail transmission and such transmission will be considered an original.

CHILD CARE CAPITAL FUNDING PROGRAM

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

SIGNED on behalf of Her Majesty
The Queen in Right of the
Province of British Columbia
an authorized signatory on behalf of
The Minister of Children and Family
Development in the presence of

(Print Witness Name)

(Signature)

SIGNED on behalf of

(Print Witness Name)

(Witness Signature)

per: SALLY BOJTECHKO
(Print Authorized Signatory Name)

(Signature)

per: LYNNENE LEWIS
(Print Authorized Signatory Name)

(Signature)

(Date)



WORKING TO MAKE A DIFFERENCE

Assessment Department

Mailing Address

PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

Location

6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section

Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

Kootenay Family Place
749 11 Avenue
CASTLEGAR, BC V1N 1J7

August 25, 2021

Person/Business : KOOTENAY FAMILY PLACE
Account number : 274338

This letter provides clearance information for the purposes of Section 258 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **October 01, 2021**.

This firm has had continuous coverage with us since November 01, 1980.

Employer Service Centre
Assessment Department

Clearance Reference # : C132580330
CLRAAA

For more information about Section 258 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.

WH FINANCIAL SERVICES LTD.
5564 CAMBIE ST
VANCOUVER BC V5Z 3A2

KOOTENAY FAMILY PLACE
PO BOX 3144 STN MAIN
CASTLEGAR BC V1N 3H4



Call.

WH FINANCIAL SERVICES LTD. at
604-325-2277



Click.

cooperators.ca



Come in.

WH FINANCIAL SERVICES LTD.
5564 CAMBIE ST
VANCOUVER, BC V5Z 3A2

Your updated business insurance policy

Your Certificate of Insurance

Page 3

Thank you for continuing to trust The Co-operators with your Business Insurance needs. Your policy has recently been updated - please review the enclosed documents carefully.

Want access to your policy documents anytime, anywhere?
Visit cooperators.ca/online services to sign-up for an Online Services account today!



Summary of policy changes

The following changes were recently made to your policy:

ADDED - Location 4 - 2101 6th Avenue, Castlegar, British Columbia, V1N 3B2

ADDED - Building #5 - Building Not Insured - Property Commercial Broad Form

ADDED - Contents #5

Liability

ADDED - Regional District of Central Kootenay - Additional Insured Endorsement - Premises Leased To The Insured

INSURED

KOOTENAY FAMILY PLACE
PO BOX 3144 STN MAIN
CASTLEGAR BC V1N 3H4

Business Insurance Policy No. 1078656077

Underwritten by Co-operators General Insurance Company
(Hereinafter called the Insurer)

This Certificate of Insurance summarizes your coverages, shows your policy's effective and expiry dates, and provides the cost for your recent policy changes.

Any premium reimbursement issued by Co-operators General Insurance Company, during the term of your policy, will be made payable to the payor on file, as per the information provided by the insured.

EFFECTIVE DATE

October 1, 2021 at 12:01 AM

EXPIRY DATE

April 20, 2022 at 12:01 AM

All times are local times at the postal address of the Insured.

Questions?

WH FINANCIAL SERVICES LTD. at 604-325-2277
5564 CAMBIE ST
VANCOUVER, BC V5Z 3A2

Insurance is provided for only those locations, operations, coverages and limits specifically indicated herein.

Declaration of Emergency - Extension of Termination or Expiry Date

The following forms are applicable to all Property and Loss of Income coverages on this policy:

Insuring Agreements and Common Definitions, Exclusions and Conditions Forms (as per Province)

Amendment to Policy and Statutory Conditions

Communicable Disease Exclusion

Operations: Day care / nursery / kindergarten (not day homes)

Location: 749 11TH AVENUE, CASTLEGAR, BC V1N 1J7

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Property			
Building - Commercial Broad Form - Replacement Cost Endorsement	90%	\$1,000	\$978,400
Building # 1: Office - 1971 - 5000 Square feet			
1st Mortgagee - Heritage Credit Union, 100 0-630 17TH ST,			
CASTLEGAR BC, V1N 4G7			
Miscellaneous Endorsement			
Property - Building			
Contents #1 - (Associated with Building #1) - Commercial Broad	90%	\$1,000	\$79,500
Form - Replacement Cost Endorsement			
Earthquake Shock Endorsement		5%	
Flood Endorsement		\$10,000	
Sewer Back-up Endorsement		\$2,500	

(continued)

The policy contains a clause that may limit the amount payable.

Location: 749 11TH AVENUE, CASTLEGAR, BC V1N 1J7 (continued)

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Commercial Advantage Endorsement			
Part I: Aggregate Limit			\$250,000

Equipment Breakdown

Equipment Breakdown Form (Excluding Production Machinery)		\$1,000	\$1,057,900
Spoilage			\$25,000

Location: 767 11TH AVENUE, CASTLEGAR, BC V1N 1J7

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Property			
Building - Commercial Broad Form - Replacement Cost Endorsement	90%	\$1,000	\$978,400
Building # 2: Office - 1971 - 5000 Square feet			
Contents #2 - (Associated with Building #2) - Commercial Broad	90%	\$1,000	\$109,400
Form - Replacement Cost Endorsement			
Earthquake Shock Endorsement		5%	
Flood Endorsement		\$10,000	
Sewer Back-up Endorsement		\$2,500	
Commercial Advantage Endorsement			
Part I: Aggregate Limit			\$250,000

Equipment Breakdown

Equipment Breakdown Form (Excluding Production Machinery)		\$1,000	\$1,087,800
Spoilage			\$25,000

Location: 301 FRANK BINDER WAY, CASTLEGAR, BC V1N 2Z8

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Property			
Contents #3 - (Associated with Building #3) - Commercial Broad	90%	\$1,000	\$61,100
Form - Replacement Cost Endorsement			
Earthquake Shock Endorsement		5%	
Flood Endorsement		\$10,000	
Sewer Back-up Endorsement		\$2,500	
Commercial Advantage Endorsement			
Part I: Aggregate Limit			\$250,000

(continued)

Location: 2101 6TH AVENUE, CASTLEGAR, BC V1N 3B2

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Property			
Contents #5 - (Associated with Building #5) - Commercial Broad Form - Replacement Cost Endorsement Broad Form Contents of every description	90%	\$1,000	\$30,000
Earthquake Shock Endorsement		5%	
Flood Endorsement		\$10,000	
Sewer Back-up Endorsement		\$2,500	
Commercial Advantage Endorsement Part I: Aggregate Limit			\$250,000
Equipment Breakdown			
Equipment Breakdown Form (Excluding Production Machinery)		\$1,000	\$30,000

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Accident			
Blanket Accident Insurance Form			
Principal Sum			\$100,000
Weekly Indemnity-Temporary Total Disability			\$1,000
Blanket Medical Reimbursement			\$25,000
Aggregate Limit per Accident			\$200,000
Schedule of Insured Positions:			
Committee Members, Directors and Officers, Employees, Volunteer			

Crime			
Crime Standard Conditions Form			
Comprehensive Dishonesty, Disappearance and Destruction Form			
Money and Securities - Loss Inside the Premises		\$500	\$5,000
Money and Securities - Loss Outside the Premises		\$500	\$5,000
Inside/Outside Robbery Form		\$500	\$2,500

Liability			
Commercial General Liability Policy - Occurrence Basis			
Bodily Injury and Property Damage Liability			
Each Occurrence Limit			\$5,000,000
Products-Completed Operations Aggregate Limit			\$5,000,000
Each Occurrence Deductible - Property Damage		\$1,000	
Personal and Advertising Injury Liability			\$5,000,000

(continued)

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Medical Expense Limit - Any One Person			\$25,000
Tenants' Legal Liability Limit - Any One Premises			\$250,000
Each Occurrence Deductible - Property Damage		\$1,000	
Abuse Limited Liability Coverage Endorsement			\$1,000,000
Additional Insured Endorsement - Miscellaneous CASTLEGAR RECREATION CENTRE EXTEND TO SUMMER PROGRAM FROM JUNE 9,11 TO AUG 31,11, SCHOOL DISTRICT NO. 20 (KOOTEN) LOC #4			
Athletic/Sports Participant Exclusion Endorsement			
Non-owned Automobile Liability			\$5,000,000
Contractual Liability Endorsement			
Excluding Long Term Leased Vehicle Endorsement			
Non-Taxable Premium			\$8,952.00
Taxable Premium			\$0.00
Total Policy Cost for your change			\$187.00



Discounts

Your policy includes discounts for:
Burglar Alarm System

Robert Wesseling

Robert Wesseling
President and Chief Executive Officer
Authorized Signature of Insurer

REPLACEMENT COST ENDORSEMENT BROAD FORM

This Endorsement modifies the coverage provided under the Property Form to which it is attached.

The following extension of coverage shall not increase the Limit of Insurance stated in the "Certificate of Insurance" and is only applicable if specified in the "Certificate of Insurance".

1. The Insurer agrees to amend the basis of settlement from actual cash value to "Replacement Cost" subject to the following provisions:
 - a. "Replacement" shall be effected by the Insured with due diligence and dispatch;
 - b. settlement on a "Replacement Cost" basis shall be made only when "Replacement" has been effected by the Insured and in no event shall it exceed the amount actually and necessarily expended for such "Replacement";
 - c. failing compliance by the Insured with any of the foregoing provisions, settlement shall be made as if this Endorsement had not been in effect;
 - d. any other insurance effected by or on behalf of the Insured in respect of the perils insured against by this Policy on the property to which this Endorsement is applicable shall be on the basis of "Replacement Cost" as defined herein;
 - e. if this Policy insures two or more items, this Endorsement applies separately to each item to which this Endorsement applies.
2. Any reference to actual cash value in a co-insurance clause in this Policy is deemed to be a reference to "Replacement Cost" of the property insured.
3. In this Endorsement:
 - a. "Replacement Cost" means the cost of replacing, repairing, constructing or re-constructing (whichever is the least) the property with new property of like kind and quality and for like occupancy without deduction for depreciation; and
 - b. "Replacement" includes repair, construction or re-construction with new property of like kind and quality.
4. In the event that new property of like kind and quality is not obtainable, new property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function shall be deemed to be new property of like kind and quality for the purposes of this Endorsement.
5. **Exclusions**

This endorsement does not apply to:

 - a. "Stock";
 - b. patterns, dies, moulds;
 - c. paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelain, rare glassware, brick-a-brac or other articles of art, rarity or antiquity;
 - d. manuscripts and records meaning books of account, drawings, card index systems and other records, media, including electronic data, data storage devices, and programme devices for electronic and electro-mechanical data processing or for electronically controlled equipment;
 - e. any increase in the cost of "Replacement" occasioned by a restriction or prohibition in any bylaw, regulation, ordinance or law.

Except as otherwise provided in this Endorsement, all terms, provisions and conditions, of the Policy shall have full force and effect.



Commission Report – For Information

October 6, 2026

Castlegar & District Arena and Walking Track Project – Timeline Update

Author: Trisha Davison, General Manager of Community Services
File Reference: 01-0520-50
Electoral Area/Municipality: City of Castlegar, Area I & Area J
Services Impacted: S222

1.0 PURPOSE OF REPORT

To update the Castlegar & District Recreation Commission on the status and process associated with the referendum timeline for the Castlegar & District Arena and Walking Track Expansion project.

2.0 BACKGROUND AND UPDATE

Each month staff have been providing a report to Commission on the progress being made on the major milestones leading up to the referendum for the Castlegar & District Arena and Walking Track expansion project.

An update to the timeline is as follows:

Topic	Status October 6	Comments
RFPQ Issued on May 29	Complete	
Service Establishment Bylaw and Loan Authorization Bylaw – 1 st & 2 nd Readings at June 18 Board Meeting	Complete	
RFPQ Closed – June 26	Complete	
Report to Commission for July 7 meeting – RFPQ Results	Complete	
Recommendation to the Board re: RFPQ Proponent Award – July 16 Board Meeting	Complete	
Confirmation of additional funding from City of Castlegar & Area J	Complete	
Procurement of Engagement support (HCMA)	Complete	
Issue NRFP	Complete	August 20
Virtual Information meeting for Proponents	Complete	August 24
Intent to submit deadline	Complete	Two proponents have signed agreements, one withdrew
Baseline Geotech Assessment	In progress	Work finalized in late Sept, reports expected by mid October

Bylaws & supporting documentation submitted to Inspector for review	In Progress	Submission target of October 5
NRFP Question Deadline	On Track	October 26
Assent Vote material and required resolution drafted	On Track	November
NRFP Submission Deadline	On Track	November 4
NRFP Proposal Evaluation Period	On Track	Nov 4-16
Preferred Proponent Board Approval	On Track	November 19
Finalize Conditional Contract with Preferred Proponent	On Track	Nov 19 to Dec 16
Statutory Approval	On Track	December
Assent Vote resolution and ballot question provided to the Board for approval	On Track	December
Board Approval of Conditional Contract with Preferred Proponent	On Track	Dec 17
Public Engagement	On Track	Dec & Jan 4-Feb 5
Public notice specific to referendum logistics	On Track	January 2027
Referendum Day	On Track	February 6, 2027
Results declared	On Track	February 8
Board approval of Referendum Results	On Track	Feb 18, 2027
Notice to Proceed Issued to Successful Proponent	On Track	March 15, 2027
Construction Start with a favourable referendum outcome	On Track	Summer/Fall 2027
Substantial completion	On Track	Sept 2029

ADDITIONAL DETAILS

- **Public Engagement** – RDCK staff and HCMA finalized the contract for public engagement support. Meetings are being held to build out the full engagement strategy. Media releases, social media posts and updates on the engage.rdck.ca website focus on updates related to key project milestones.
- **Other Project Risks** – As the project continues to move through its various stages, the risk remains that no proponent submits an acceptable proposal, and that the referendum is not successful.

At this time, staff do not anticipate that the revised referendum date will materially impact the anticipated project delivery schedule following elector approval.

3.0 NEXT STEPS AND TIMELINE

Key next steps are summarized as follows:

Next Step	Timeline
Bylaws and supporting documents sent to Ministry approval	October
Baseline Geotech Assessment reporting back to the RDCK	October 15
NRFP applicant question period	October
Preparing for proposal evaluation	October
Proposal evaluation	Early November

Respectfully submitted,



Trisha Davison, General Manager of Community Services

CONCURRENCE

General Manager of IT, Procurement, and Finance – Yev Malloff – Digitally Approved

Regional Manager of Operations & Asset Management – Craig Stanley 

AJ Evenson – Senior Project Manager