



AGENDA

FINANCE AND AUDIT COMMITTEE MEETING

August 8, 2018, 9:00 AM - 12:00 PM

SHAW AUDITORIUM, VANCOUVER ISLAND CONFERENCE CENTRE
80 COMMERCIAL STREET, NANAIMO, BC

Pages

1. **CALL THE MEETING OF THE FINANCE AND AUDIT COMMITTEE TO ORDER:**
2. **INTRODUCTION OF LATE ITEMS:**
3. **ADOPTION OF AGENDA:**
4. **ADOPTION OF MINUTES:**

a. Minutes

4 - 6

Minutes of the Finance and Audit Committee Meeting held in the Shaw Auditorium, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, on Wednesday, 2018-JUL-11, at 9:00 a.m.

5. **PRESENTATIONS:**
6. **REPORTS:**

a. Travel Assistance Grant - Nanaimo Minor Baseball Association Mosquito Pirates

7 - 13

To be introduced by Mary Smith, Manager, Recreation Services.

Purpose: To obtain Council approval of a request for a Travel Assistance Grant.

Recommendation: That the Finance and Audit Committee recommend that Council approve the request from the Nanaimo Minor Baseball Mosquito Pirates for a Travel Assistance Grant in the amount of \$550 for eleven (11) players to attend the Mosquito AAA Tier 1 Provincial Championships held from 2018-AUG-02 through 2018-AUG-06.

- b. Travel Assistance Grant - Nanaimo Minor Baseball Association Mosquito Pirates A** 14 - 18
- To be introduced by Mary Smith, Manager, Recreation Services.
- Purpose: To obtain Council approval of a request for a Travel Assistance Grant.*
- Recommendation: That the Finance and Audit Committee recommend that Council approve the request from the Nanaimo Minor Baseball Mosquito Pirates A for a Travel Assistance Grant in the amount of \$600 for twelve (12) players to attend the Mosquito A Provincial Championships held from 2018-AUG-02 through AUG-06 in Cloverdale, BC.
- c. Travel Assistance Grant - Nanaimo Minor Baseball Association Tadpole Pirates** 19 - 24
- To be introduced by Mary Smith, Manager, Recreation Services.
- Purpose: To obtain Council approval of a request for a Travel Assistance Grant.*
- Recommendation: That the Finance and Audit Committee recommend that Council approve the request from the Nanaimo Minor Baseball Tadpole Pirates for a Travel Assistance Grant in the amount of \$500 for ten (10) players to attend the Tadpole Provincial Championships held from 2018-JUL-27 through JUL-29 in Cloverdale, BC.
- d. Travel Assistance Grant - Nanaimo District Lacrosse Peewee A** 25 - 29
- To be introduced by Mary Smith, Manager, Recreation Services.
- Purpose: To obtain Council approval of a request for a Travel Assistance Grant.*
- Recommendation: That the Finance and Audit Committee recommend that Council approve the request from the Nanaimo District Lacrosse Peewee A for a Travel Assistance Grant in the amount of \$850 for seventeen (17) players to attend the 2018 BCLA Minor Box Lacrosse Provincial Championships held from 2018-JUL-11 through JUL-15.
- e. Travel Assistance Grant, Nanaimo District Lacrosse Peewee C** 30 - 34
- To be introduced by Mary Smith, Manager, Recreation Services.
- Purpose: To obtain Council approval for a Travel Assistance Grant.*
- Recommendation: That the Finance and Audit Committee recommend that Council approve the request from the Nanaimo District Lacrosse Peewee C for a Travel Assistance Grant in the amount of \$700 for fourteen (14) players to attend the 2018 BC Lacrosse Provincial Championships held from 2018-JUL-12 through JUL-15.

- f. **Quarterly Purchasing Report (Single and Sole Source), Instances of Non-Compliance Purchases and Purchases in Excess of \$250,000** 35 - 38

To be introduced by Jane Rushton, Manager, Purchasing and Stores.

Purpose: This report provides information in compliance with the City's Procurement Policy (03-1200-01) regarding sole source, single submission purchases and policy compliance.

Recommendation: That the report titled "Quarterly Direct Award (Single and Sole Source), Purchases in Excess of \$250,000, and Instances of Non-Compliance Purchases", dated 2018-AUG-08, be received for information.

- g. **Snuneymuxw First Nation Water and Sewer Connection Fee Credit Agreement** 39 - 62

To be introduced by Laura Mercer, Manager, Accounting Services.

Purpose: To obtain Council approval of the Water and Sewer Connection Fee Credit Agreement between the Snuneymuxw First Nation and the City of Nanaimo.

Recommendation: That the Finance and Audit Committee recommend that Council approve the Water and Sewer Connection Fee Credit Agreement between the Snuneymuxw First Nation and the City of Nanaimo.

7. **OTHER BUSINESS:**

8. **QUESTION PERIOD:**

9. **ADJOURNMENT:**

MINUTES
FINANCE AND AUDIT COMMITTEE MEETING
SHAW AUDITORIUM, VANCOUVER ISLAND CONFERENCE CENTRE
80 COMMERCIAL STREET, NANAIMO, BC
WEDNESDAY, 2018-JUL-11, AT 9:00 A.M.

Present: Councillor W. L. Bestwick, Chair
Councillor S. D. Armstrong
Councillor M. D. Brennan (arrived 9:03 a.m.)
Councillor G. W. Fuller
Councillor J. Hong (arrived 9:03 a.m.)
Councillor I. W. Thorpe
Councillor W. M. Yoachim

Absent: Mayor W. B. McKay
Councillor J. A. Kipp

Staff: D. Lindsay, Director of Community Development
B. Sims, Director of Engineering and Public Works
K. Fry, Fire Chief and Director of Public Safety (vacated 9:06 a.m.)
W. Fulla, Manager, Business, Asset and Financial Planning
M. Smith, Manager, Recreation Services (vacated 9:06)
C. Sholberg, Community Heritage Planner (vacated 9:05 a.m.)
S. Gurrie, City Clerk
J. Vanderhoef, Steno, Legislative Services
G. Whitters, Recording Secretary

1. CALL THE FINANCE AND AUDIT COMMITTEE MEETING TO ORDER:

The Finance and Audit Committee Meeting was called to order at 9:02 a.m.

Councillors Brennan and Hong entered the Shaw Auditorium at 9:03 a.m.

2. ADOPTION OF AGENDA:

It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

It was moved and seconded that the Minutes of the Regular Meeting of the Finance and Audit Committee held in the Boardroom, Service and Resource Centre, Nanaimo, BC, on Wednesday, 2018-JUN-13 at 9:00 a.m. be adopted as circulated. The motion carried unanimously.

4. REPORTS:

(a) Heritage Façade Grant - 155 Commercial Street

Introduced by Dale Lindsay, Director of Community Development.

C. Sholberg, Community Heritage Planner, provided an overview of the application.

It was moved and seconded that the Finance and Audit Committee recommend that Council:

1. approve a \$8,683.50 Heritage Façade Grant for the Parkin Block located at 155 Commercial Street to repaint the building exterior and recover its existing awnings; and,
2. provide for the \$7,978.04 Heritage Façade Grant shortfall through a budget transfer from the Heritage Home Grant Program.

The motion carried unanimously.

C. Sholberg vacated the Shaw Auditorium at 9:05 a.m.

(b) Community Program Development Grant - Mid-Island Youth & Community Cooperative

Introduced by Mary Smith, Manager, Recreation Services.

It was moved and seconded that the Finance and Audit Committee recommend that Council approve the request from the Mid-Island Youth and Community Development Cooperative for a Community Program Development Grant in the amount of \$2,665 to assist in funding a community-based arts and food festival, Food-Art Fun. The motion carried unanimously.

M. Smith and K. Fry vacated the Shaw Auditorium at 9:06 a.m.

5. OTHER BUSINESS:

(a) Consideration of Nanaimo Deep Discovery Association Funding Request

Wendy Fulla, Manager, Business, Asset and Financial Planning spoke regarding Nanaimo Deep Discovery Associations request made during the Committee of the Whole meeting, June 25, 2018, as follows:

“It was moved and seconded that the City of Nanaimo would match contributions towards the Nanaimo Deep Discovery Association, with the Nanaimo Hospitality Association, up to a maximum joint contribution of \$127,575.”

Wendy Fulla, Manager, Business, Asset and Financial planning noted that Council does not have a policy to hand request of this nature.

Committee discussion took place regarding:

- requesting a business plan from the Nanaimo Deep Discovery Association;
- what other organizations Nanaimo Deep Discovery Association could ask for funding;
- what the funds would be used for;
- providing the full requested amount or matching with other organizations;
- putting responsibility on Nanaimo Deep Discovery Association to find funding sources;
- providing a \$65,000 grant will use up all of Council's Contingency Fund for the year;
- commitment of land already made;
- what precedence is being set and the need for a policy;
- requesting a letter of support from Snuneymuxw First Nation; and,
- the need to attract people to downtown Nanaimo.

It was moved and seconded that the Finance and Audit Committee recommend that Council match contributions towards the Nanaimo Deep Discovery Association, with the Nanaimo Hospitality Association and other organizations up to a maximum joint contribution of \$127,575. The motion was defeated.

Opposed: *Councillor Bestwick, Brennan, Hong and Thorpe*

Discussion took place regarding the \$127,575 funding request and if the \$65,000 will be sufficient to fund the research the Nanaimo Deep Discovery Association has planned.

It was moved and seconded that the Finance and Audit Committee recommend that Council provide \$65,000 to the Nanaimo Deep Discovery Association, from the Council Contingency Fund, and that the Nanaimo Deep Discovery Association fund the balance requested through other sources. The motion carried.

Opposed: *Councillor Armstrong, Fuller and Hong.*

6. ADJOURNMENT:

It was moved and seconded at 9:52 a.m. that the meeting terminate. The motion carried unanimously.

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

DATE OF MEETING | AUGUST 8, 2018 |

AUTHORED BY | MARY SMITH, MANAGER, RECREATION SERVICES
PARKS AND RECREATION |

SUBJECT | **TRAVEL ASSISTANCE GRANT – NANAIMO MINOR BASEBALL
ASSOCIATION MOSQUITO PIRATES**

OVERVIEW

Purpose of Report

To obtain Council approval of a request for a Travel Assistance Grant. |

Recommendation

That the Finance and Audit Committee recommend that Council approve the request from the Nanaimo Minor Baseball Mosquito Pirates for a Travel Assistance Grant in the amount of \$550 for eleven (11) players to attend the Mosquito AAA Tier 1 Provincial Championships held from 2018-AUG-02 through 2018-AUG-06 in Chilliwack, BC.

BACKGROUND

The City of Nanaimo provides a contingency account for amateur sports and cultural groups, and individuals to travel within B.C. (excluding travel on Vancouver Island) and out of province to a Regional, National or International Championship. These funds are available to sports and cultural groups qualifying in Provincial or Regional competitions and the current policy provides \$50 per person to a maximum of \$1,000 per application for travel within B.C. or \$100 per person to a maximum of \$2,000 per application for travel outside of B.C. Requests are considered on a first-come, first-served, basis as funds remain available.

Staff review all Travel Assistance Grant applications and forward the recommendation to Council for approval.

On 2018-JUL-17, Staff reviewed a Travel Assistance Grant application submitted by the Nanaimo Minor Baseball Association Mosquito Pirates team in the amount of \$550 for eleven (11) players to attend the Mosquito AAA Tier 1 Provincial Championships held from 2018-AUG-02 through AUG-06 in Chilliwack, BC. Staff determined that this application met all of the grant criteria and recommend that Council approve the application.

OPTIONS

1. That the Finance and Audit Committee recommend that Council approve the request from the Nanaimo Minor Baseball Mosquito Pirates for a Travel Assistance Grant in the amount of \$550 for eleven (11) players to attend the Mosquito AAA Tier 1 Provincial Championships held from 2018-AUG-02 through 2018-AUG-06 in Chilliwack, BC.
 - **Budget Implication:** To date, there has been \$4,250 allocated or pending from the 2018 Travel Grant Contingency Funds. If the above travel grant of \$550 is approved \$2,700 will remain available for any additional 2018 travel grant requests.
 - **Engagement Implication:** Promotes excellence in sports and culture.
2. Deny the Travel Assistance Grant application.
 - **Budget Implication:** To date, there has been \$4,250 allocated or pending from the 2018 Travel Grant Contingency Funds. If the above travel grant of \$550 is denied, \$3,250 will remain available for any additional 2018 travel grant requests.

SUMMARY POINTS

- Funds are allocated yearly for Travel Assistance Grants.
- The group's application meets all of the required criteria.
- To date, there have been \$4,250 allocated or pending from the 2018 Travel Grants Contingency Funds and \$3,250 remains available for 2018 travel grant requests.

ATTACHMENTS

Travel Assistance Grant Application
Travel Assistance Evaluation Form

Submitted by:

Mary Smith
Manager, Recreation Services

Concurrence by:

Richard Harding
Director, Parks and Recreation



CITY OF NANAIMO
APPLICATION FOR TRAVEL ASSISTANCE

Office Use

13
Rec'd July 13/18

ORGANIZATION: Nanaimo Mosquito Pirates Nanaimo Minor Baseball Association		DATE OF APPLICATION: July 10/2018	
ADDRESS: 840 Third Street		PRESIDENT OR SENIOR OFFICIAL: Mike Holyk	
Nanaimo, BC, V9R 5L3		SENIOR STAFF MEMBER: Lee Clark	
V9R 5L3		POSITION: All-Star co-ordinator	
EMAIL: [REDACTED]		DESIGNATED CONTACT: Lee or Karen Clark	
TELEPHONE #1: Lee [REDACTED]		TELEPHONE #2: Karen [REDACTED]	
TOTAL NUMBER OF PERSONS TRAVELLING: ~40	TOTAL NUMBER OF COMPETITORS TRAVELLING: 13 Team Members	TOTAL NUMBER OF COMPETITORS RESIDING WITHIN THE CITY OF NANAIMO: 13 (2 members reside outside CON)	TOTAL AMOUNT REQUESTED: \$550 (\$1 x \$50 Limit)
DESTINATION: Chilliwack, BC		DATE(S) OF EVENT: Aug 2 - Aug 6, 2018	
EVENT TO BE ATTENDED: Mosquito AAA Tier 1 Provincials			
PROVINCIAL/REGIONAL/NATIONAL CHAMPIONSHIP RECEIVED: Competing for BC Provincial Championship			
PLEASE LIST ALL OTHER SOURCES OF FUNDING FOR THIS TRIP: Please see attached budget worksheet.			
WHY SHOULD THIS TRIP RECEIVE CITY FUNDING? Please see attached worksheet.			
SIGNATURE: [Signature]		TITLE/POSITION: All Star Coordinator	DATE: July 10/2018
* IN SIGNING THIS DOCUMENT I CONFIRM THAT I HAVE READ AND UNDERSTAND THE CRITERIA * NOTE: A BUDGET OUTLINING REVENUES AND EXPENDITURES FOR THIS TRIP MUST BE ATTACHED FOR CONSIDERATION.			

BC Minor Baseball Association

EST. 1963
FOR BC YOUTH

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BC BASEBALL ASSOCIATION / 2018 BC BASEBALL CHAMPIONSHIP INFORMATION

SEASONS

2018 Season

2018 BC BASEBALL CHAMPIONSHIP INFORMATION

Division & Tier	Dates	2018 Host Associations
11U A	August 2-6	Cloverdale
11U AA	August 2-6	Comox
11U AAA Tier II	August 2-6	Vernon
11U AAA Tier I	August 2-6	Chilliwack
13U A West	August 9-13	Richmond City
13U A East	August 9-13	West Kelowna
13U AA	August 2-6	Surrey Canadian
13U AAA	August 1-6	Vernon
15U A West	August 9-13	Nanaimo
15U A East	August 9-13	Mission
15U AA West	August 1-4	Burnaby
15U AA East	August 1-4	Ladner
15U AA Championship	August 5	Richmond City
15U AA Wildcard	July 20-22	Mission
15U AAA Wildcard	July 28-29	North Langley
15U AAA Championship	August 2-6	Chilliwack
18U AA	August 2-6	Mission
18U AAA	July 28-30	Burnaby
College Prep	August 3-6	Cloverdale
Junior Men's	August 9-13	Ridge Meadows
John Main	May 24-27	Richmond City
B.C. Baseball 2018 Provincial Championship Winner Tournaments		
13U AA	August 9-13	San Diego, CA
13U AAA	August 9-13	San Diego, CA
15U AA	August 9-13	San Diego, CA
15U AAA	August 22-27	Elmington, NJ

Triple Crown Sports San Diego Summer Sizzle 13U Tournament

Triple Crown Sports San Diego Summer Sizzle 13U Tournament

Triple Crown Sports San Diego Summer Sizzle 15U Tournament

Diamond Nation 15U Summer Finale Tournament

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Why Should the Nanaimo Mosquito AAA Pirates Receive City Funding for Provincials?

Background

- The Nanaimo Minor Baseball Association (NMBA) has partnered with the newly formed Serauxmen Stadium Amateur Baseball Association (SSADA) to operate and improve Serauxmen Stadium in partnership with the City of Nanaimo
- Minor Baseball in Nanaimo has a long, rich history of providing a sport where kids and young adults can dream of opportunities that can shape their lives
- The Nanaimo baseball system offers programs that offer something for everyone, ranging from beginner & house league programs to AAA programs

Provincial Recognition

- The AAA program offers the opportunity for Nanaimo to achieve Provincial recognition for our programs
- Players that participate in AAA programs learn the skills necessary to become successful adults and give back to the community as coaches and volunteers
- Players that continue in these programs can earn and receive College and University scholarships
 - In many cases, this can greatly assist players that have a financial need and would otherwise not be able to attend Post Secondary educational courses
- Achieving Provincial recognition attracts and encourages more children to be active and play the sport
- Provincial recognition also attracts economic benefits for Nanaimo.
 - This includes:
 - More out-of-town baseball teams travelling to Nanaimo, staying at Nanaimo accommodations, and patronizing Nanaimo businesses
 - More opportunities to host major tournaments in Nanaimo

Financial Need

- Due to larger registration numbers in Nanaimo, the Nanaimo Mosquito Pirates are classified as a AAA team
 - The only other AAA team on Vancouver Island is in Victoria
- In order to play other teams of the same calibre, the Nanaimo AAA Mosquito Pirates must travel off of Vancouver Island in order to play teams at the same level
- The cost to the families involved is quite significant
- If it becomes too expensive to join the AAA team, we could lose participants in this program

**Nanaimo Mosquito AAA Pirates
Budget for Cloverdale Provincials Tournament
August 2 through August 6, 2018**

				Total Cost
Ferry Travel	13 Kids / 13 Families - Ferry to Vancouver	13 families x average of 4 family members = \$109.90 each way	13 x \$109.90	\$ 1,428.70
	13 Kids / 13 Families - Ferry back from Vancouver	13 families x average of 4 family members = \$109.90 each way	13 x \$109.90	\$ 1,428.70
Gas	Tank of gas at \$80/tank x 13 families			\$ 1,040.00
Accommodations	Hotel in Vancouver - 13 Families	Say Average of \$200/Night, 4 Night Stay (Thurs/Fri/Sat/Sun)	13 x \$200 x 4	\$ 10,400.00
Food	Kids Only, Say Average of \$50/day	13 kids at \$50/day x 5 days (Thursday through Monday)		\$ 3,250.00
Total Cost				<u>\$ 17,547.40</u>
Cost per Family				<u>\$ 1,349.80</u>
Requested Grant per Player				\$ 50.00
Funded by:				
Corporate Sponsorships				\$ 250.00
Athlete Fundraising				\$ 500.00
Concession Revenues				\$ 250.00
Parent contributions				\$ 16,547.40
Total				<u>\$ 17,547.40</u>

City of Nanaimo
Department of Parks, Recreation & Environment

Travel Assistance Grant Evaluation

APPLICANT: Nanaimo Minor Baseball Association – Mosquito Pirates DATE: July 17, 2018

CRITERIA	Meets Criteria (✓)	Does not meet Criteria (✓)	NOTES
A. Winner of a Regional, Provincial or National Championship (or equivalent)	✓		Regional playdowns
B. Attending a Provincial, Regional, National, or International Championship	✓		Mosquito AAA Tier 1 Provincials
C. Traveling out of Province Max. \$100 per person up to \$2,000 per group	N/A	N/A	
D. Traveling within BC (excluded: Van. Is.) Max. \$50 per person up to \$1,000 per group	✓		Chilliwack
E. Other sources of funding identified	✓		
F. Grant recipient(s) reside in Nanaimo	✓		11 of 13 players reside in Nanaimo
G. Application made by a local organization	✓		Nanaimo Minor Baseball Association
H. Grant for participants only, not coaches or chaperones	✓		
I. Demonstrated financial need	✓		
J. Applicant is a non-profit organization	✓		
K. Budget & financial statements attached	✓		

RECOMMENDED FOR FUNDING (✓) : ✓ AMOUNT: \$550.00

OR

NO GRANT RECOMMENDED (✓) : N/A DOES NOT MEET CRITERIA: N/A

EVALUATOR: Mary Smith POSITION: Manager, Recreation Services

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DATE OF MEETING | AUGUST 8, 2018 |

AUTHORED BY | MARY SMITH, MANAGER, RECREATION SERVICES
PARKS AND RECREATION |

SUBJECT | **TRAVEL ASSISTANCE GRANT – NANAIMO MINOR BASEBALL
ASSOCIATION MOSQUITO PIRATES A**

OVERVIEW

Purpose of Report

To obtain Council approval of a request for a Travel Assistance Grant. |

Recommendation

That the Finance and Audit Committee recommend that Council approve the request from the Nanaimo Minor Baseball Mosquito Pirates A for a Travel Assistance Grant in the amount of \$600 for twelve (12) players to attend the Mosquito A Provincial Championships held from 2018-AUG-02 through AUG-06 in Cloverdale, BC.

BACKGROUND

The City of Nanaimo provides a contingency account for amateur sports and cultural groups, and individuals to travel within B.C. (excluding travel on Vancouver Island) and out of province to a Regional, National or International Championship. These funds are available to sports and cultural groups qualifying in Provincial or Regional competitions and the current policy provides \$50 per person to a maximum of \$1,000 per application for travel within B.C. or \$100 per person to a maximum of \$2,000 per application for travel outside of B.C. Requests are considered on a first-come, first-served, basis as funds remain available.

Staff review all Travel Assistance Grant applications and forward the recommendation to Council for approval.

On 2018-JUL-30, Staff reviewed a Travel Assistance Grant application submitted by the Nanaimo Minor Baseball Association Mosquito Pirates A team in the amount of \$600 for twelve (12) players to attend the Mosquito A Provincial Championships held from 2018-AUG-02 through AUG-06 in Cloverdale, BC. Staff determined that this application met all of the grant criteria and recommend that Council approve the application.

OPTIONS

1. That the Finance and Audit Committee recommend that Council approve the request from the Nanaimo Minor Baseball Mosquito Pirates A for a Travel Assistance Grant in the amount of \$600 for twelve (12) players to attend the Mosquito A Provincial Championships held from 2018-AUG-02 through AUG-06 in Cloverdale, BC.
 - **Budget Implication:** To date, there has been \$4,800 allocated or pending from the 2018 Travel Grant Contingency Funds. If the above travel grant of \$600 is approved \$2,100 will remain available for any additional 2018 travel grant requests.
 - **Engagement Implication:** Promotes excellence in sports and culture.
2. Deny the Travel Assistance Grant application.
 - **Budget Implication:** To date, there has been \$4,800 allocated or pending from the 2018 Travel Grant Contingency Funds. If the above travel grant of \$600 is denied, \$2,700 will remain available for any additional 2018 travel grant requests.

SUMMARY POINTS

- Funds are allocated yearly for Travel Assistance Grants.
- The group's application meets all of the required criteria.
- To date, there have been \$4,800 allocated or pending from the 2018 Travel Grants Contingency Funds and \$2,700 remains available for 2018 travel grant requests.

ATTACHMENTS

Attachment A – Travel Assistance Grant Application
Attachment B – Travel Assistance Evaluation Form

Submitted by:

Mary Smith
Manager, Recreation Services

Concurrence by:

Richard Harding
Director, Parks and Recreation



CITY OF NANAIMO APPLICATION FOR TRAVEL ASSISTANCE

Office Use

*Rec'd
June 18/18*

ORGANIZATION: Nanaimo Minor Baseball		DATE: June 8/2018	
ADDRESS: 840 Third Street		PRESIDENT: Mike Holyk	
Nanaimo BC		SENIOR STAFF MEMBER: Mike Peters	
mail: PO Box 327		POSITION: Coach - Mosquito 'A' Pirates	
Nanaimo BC V9R 5L3		CONTACT: [REDACTED]	
TELEPHONE:		TELEPHONE: [REDACTED]	
TOTAL NUMBER OF PERSONS TRAVELLING: 16-18	TOTAL NUMBER OF COMPETITORS TRAVELLING: 12	TOTAL NUMBER OF COMPETITORS RESIDING WITHIN THE CITY OF NANAIMO: 12	TOTAL AMOUNT REQUESTED: 15000 qualify for \$1600
DESTINATION: Cloverdale, BC		DATE OF DEPARTURE: August 2, 2018	
EVENT TO BE ATTENDED: Provincial Mosquito 'A' baseball provincials Aug 2-6			
PROVINCIAL/REGIONAL/NATIONAL CHAMPIONSHIP RECEIVED: will be participating in Provincials Aug 2-6 zone playoffs July 28/29 - Nanaimo			
PLEASE LIST ALL OTHER SOURCES OF FUNDING FOR THIS TRIP: Fundraising by players + families Money given to team by Nanaimo Minor Baseball Sponsorship program			
WHY SHOULD THIS TRIP RECEIVE CITY FUNDING? To help offset the financial burden for the players families as they represent Nanaimo at the provincial championships. Major cost to athletes families to participate + represent Nanaimo			
SIGNATURE: M. Peters	TITLE/POSITION: Coach / Mosquito Pirates	DATE: June 8/18	
<p>* IN SIGNING THIS DOCUMENT I CONFIRM THAT I HAVE READ AND UNDERSTAND THE CRITERIA *</p> <p>NOTE: A BUDGET OUTLINING REVENUES AND EXPENDITURES FOR THIS TRIP MUST BE ATTACHED FOR CONSIDERATION.</p>			

Hold application until after July 28/29 zone playoffs

Mosquito 'A' Pirates Baseball

Revenues/Expenditures

Mosquito 'A' Provincial Championships

Cloverdale, BC

August 2-6, 2018

Expenses

Entry fee: \$450

Ferry (per family) \$57.50 (car) x 2 directions= \$115

\$17.50 (driver) x 2 directions= \$35

Have applied for via sport ferry travel for child's ferry vouchers.

Total: Per family: \$150

Total: Team: \$1800

Hotel: \$269/night x 3 nights= \$807 per family/ \$9684 for the team

Revenue

Money from Nanaimo Minor Baseball: \$400

Bottle Drive: To be determined (Last year was \$1600)

Beer and Burger Night: To be determined (Last year was \$1200)

Sponsorships

Out of pocket expenses from family- whatever is left over.

ATTACHMENT B

City of Nanaimo
Department of Parks, Recreation & Environment

Travel Assistance Grant Evaluation

APPLICANT: Nanaimo Minor Baseball Association – Mosquito A Pirates Baseball DATE: July 30, 2018

CRITERIA	Meets Criteria (✓)	Does not meet Criteria (✓)	NOTES
A. Winner of a Regional, Provincial or National Championship (or equivalent)	✓		Zone Playoffs July 28-29
B. Attending a Provincial, Regional, National, or International Championship	✓		Mosquito A Baseball Provincials
C. Traveling out of Province Max. \$100 per person up to \$2,000 per group	N/A	N/A	
D. Traveling within BC (excluded: Van. Is.) Max. \$50 per person up to \$1,000 per group	✓		Cloverdale, BC
E. Other sources of funding identified	✓		
F. Grant recipient(s) reside in Nanaimo	✓		12 players
G. Application made by a local organization	✓		Nanaimo Minor Baseball Association
H. Grant for participants only, not coaches or chaperones	✓		
I. Demonstrated financial need	✓		
J. Applicant is a non-profit organization	✓		
K. Budget & financial statements attached	✓		

RECOMMENDED FOR FUNDING (✓): ✓ AMOUNT: \$600.00

OR

NO GRANT RECOMMENDED (✓): N/A DOES NOT MEET CRITERIA: N/A

EVALUATOR: Mary Smith POSITION: Manager, Recreation Services

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DATE OF MEETING | AUGUST 8, 2018 |

AUTHORED BY | MARY SMITH, MANAGER, RECREATION SERVICES
PARKS AND RECREATION |

SUBJECT | **TRAVEL ASSISTANCE GRANT – NANAIMO MINOR BASEBALL
ASSOCIATION TADPOLE PIRATES**

OVERVIEW

Purpose of Report

To obtain Council approval of a request for a Travel Assistance Grant. |

Recommendation

That the Finance and Audit Committee recommend that Council approve the request from the Nanaimo Minor Baseball Tadpole Pirates for a Travel Assistance Grant in the amount of \$500 for ten (10) players to attend the Tadpole Provincial Championships held from 2018-JUL-27 through JUL-29 in Cloverdale, BC.

BACKGROUND

The City of Nanaimo provides a contingency account for amateur sports and cultural groups, and individuals to travel within B.C. (excluding travel on Vancouver Island) and out of province to a Regional, National or International Championship. These funds are available to sports and cultural groups qualifying in Provincial or Regional competitions and the current policy provides \$50 per person to a maximum of \$1,000 per application for travel within B.C. or \$100 per person to a maximum of \$2,000 per application for travel outside of B.C. Requests are considered on a first-come, first-served, basis as funds remain available.

Staff review all Travel Assistance Grant applications and forward the recommendation to Council for approval.

On 2018-JUL-30, Staff reviewed a Travel Assistance Grant application submitted by the Nanaimo Minor Baseball Association Tadpole Pirates team in the amount of \$500 for ten (10) players to attend the Tadpole Provincial Championships held from 2018-JUL-27 through JUL-29 in Cloverdale, BC. Staff determined that this application met all of the grant criteria and recommend that Council approve the application.

OPTIONS

1. That the Finance and Audit Committee recommend that Council approve the request from the Nanaimo Minor Baseball Tadpole Pirates for a Travel Assistance Grant in the amount of \$500 for ten (10) players to attend the Tadpole Provincial Championships held from 2018-JUL-27 through JUL-29 in Cloverdale, BC.
 - **Budget Implication:** To date, there has been \$5,400 allocated or pending from the 2018 Travel Grant Contingency Funds. If the above travel grant of \$500 is approved \$1,600 will remain available for any additional 2018 travel grant requests.
 - **Engagement Implication:** Promotes excellence in sports and culture.
2. Deny the Travel Assistance Grant application.
 - **Budget Implication:** To date, there has been \$5,400 allocated or pending from the 2018 Travel Grant Contingency Funds. If the above travel grant of \$500 is denied, \$2,100 will remain available for any additional 2018 travel grant requests.

SUMMARY POINTS

- Funds are allocated yearly for Travel Assistance Grants.
- The group's application meets all of the required criteria.
- To date, there have been \$5,400 allocated or pending from the 2018 Travel Grants Contingency Funds and \$2,100 remains available for 2018 travel grant requests.

ATTACHMENTS

Attachment A – Travel Assistance Grant Application
Attachment B – Travel Assistance Evaluation Form

Submitted by:

Mary Smith
Manager, Recreation Services

Concurrence by:

Richard Harding
Director, Parks and Recreation

ATTACHMENT A



CITY OF NANAIMO

APPLICATION FOR TRAVEL ASSISTANCE

Office Use

Rec'd July 2018

ORGANIZATION: Nanaimo Tadpole Pirates Nanaimo Minor Baseball Association		DATE: July 17 / 2018	
ADDRESS: 840 Third Street		PRESIDENT: Mike Holyk	
Nanaimo, BC V9R 5L3		SENIOR STAFF MEMBER: Lee Clark	
		POSITION: All Star Coordinator	
		CONTACT: Lee or Karen Clark	
TELEPHONE: Lee [REDACTED]		TELEPHONE: Karen [REDACTED]	
TOTAL NUMBER OF PERSONS TRAVELLING: ~36	TOTAL NUMBER OF COMPETITORS TRAVELLING: 12	TOTAL NUMBER OF COMPETITORS RESIDING WITHIN THE CITY OF NANAIMO: 10	TOTAL AMOUNT REQUESTED: \$500 (10 x \$50 max)
DESTINATION: Cloverdale, BC		DATE OF DEPARTURE: July 27, 2018	
EVENT TO BE ATTENDED: 2018 Andrews 90 (Tadpole) Windup Tournament - This is Provincials for this age group			
PROVINCIAL/REGIONAL/NATIONAL CHAMPIONSHIP RECEIVED: Regional Champions at Carnarvon 90 Regional Tournament in Victoria, BC			
PLEASE LIST ALL OTHER SOURCES OF FUNDING FOR THIS TRIP: Please see attached detailed budget.			
WHY SHOULD THIS TRIP RECEIVE CITY FUNDING? Please see attached reasoning.			
SIGNATURE: [Signature]		TITLE/POSITION: All-Star Coordinator	DATE: July 17 / 2018
<p>* IN SIGNING THIS DOCUMENT I CONFIRM THAT I HAVE READ AND UNDERSTAND THE CRITERIA *</p> <p>NOTE: A BUDGET OUTLINING REVENUES AND EXPENDITURES FOR THIS TRIP MUST BE ATTACHED FOR CONSIDERATION.</p>			

Nanaimo Tadpole A Pirates
Budget for Cloverdale Provincials Tournament
July 27th - July 29th, 2018

				Total Cost
Ferry Travel	12 Kids / 12 Families - Ferry to Vancouver	12 families x average of 4 family members = \$109.90 each way	12 x \$109.90	\$ 1,318.80
	12 Kids / 12 Families - Ferry back from Vancouver	12 families x average of 4 family members = \$109.90 each way	12 x \$109.90	\$ 1,318.80
Gas	Tank of gas at \$80/tank x 12 families			\$ 960.00
Accomodations	Hotel in Vancouver - 12 Families	Say Average of \$200/Night, 2 Night Stay (Fri/Sat)	12x \$200 x 2	\$ 5,200.00
Food	Kids Only, Say Average of \$50/day	12 kids at \$50/day x 3 days (Friday through Sunday)		\$ 1,800.00
Total Cost				<u>\$ 10,597.60</u>
Cost per Family				<u>\$ 883.13</u>
Requested Grant per Player				\$ 50.00
Funded by:				
Corporate Sponsorships				\$ 250.00
Athlete Fundraising				\$ 500.00
Concession Revenues				\$ 250.00
Parent contributions				\$ 9,597.60
Total				<u>\$ 10,597.60</u>

Why Should the Nanaimo Tadpole Pirates Receive City Funding?

Background

- The Nanaimo Minor Baseball Association (NMBA) has partnered with the newly formed Serausmen Stadium Amateur Baseball Association (SSADA) to operate and improve Serausmen Stadium in partnership with the City of Nanaimo
- Minor Baseball in Nanaimo has a long, rich history of providing a sport where kids and young adults can dream of opportunities that can shape their lives
- The Nanaimo baseball system offers programs that offer something for everyone, ranging from beginner & house league programs to AAA programs

Provincial Recognition

- The Nanaimo Tadpole Pirates recently won first place in the Regional Championship in Victoria, BC, and have a great opportunity to achieve recognition for Nanaimo Programs at the Provincials in Cloverdale
- Players that participate in organized sport learn the skills necessary to become successful adults and give back to the community as coaches and volunteers
- Players that continue in these programs can earn and receive College and University scholarships
 - In many cases, this can greatly assist players that have a financial need and would otherwise not be able to attend Post Secondary educational courses
- Achieving Provincial recognition attracts and encourages more children to be active and play the sport
- Provincial recognition also attracts economic benefits for Nanaimo.
 - This includes:
 - More out-of-town baseball teams travelling to Nanaimo, staying at Nanaimo accommodations, and patronizing Nanaimo businesses
 - More opportunities to host major tournaments in Nanaimo

Financial Need

- In order to play other teams of the same calibre, the Nanaimo Tadpole A Pirates must travel off of Vancouver Island in order to play teams at the same level
- The cost to the families involved is quite significant
- If it becomes too expensive to join the all-star teams, we could lose participants in this program

ATTACHMENT B

City of Nanaimo
Department of Parks, Recreation & Environment

Travel Assistance Grant Evaluation

APPLICANT: Nanaimo Minor Baseball Association – Tadpole Pirates DATE: July 30, 2018

CRITERIA	Meets Criteria (✓)	Does not meet Criteria (✓)	NOTES
A. Winner of a Regional, Provincial or National Championship (or equivalent)	✓		Carnarvon 90 Regional Tournament
B. Attending a Provincial, Regional, National, or International Championship	✓		Andrews 90 (Tadpole) Windup Tournament – Provincials for this age group
C. Traveling out of Province Max. \$100 per person up to \$2,000 per group	N/A	N/A	
D. Traveling within BC (excluded: Van. Is.) Max. \$50 per person up to \$1,000 per group	✓		Cloverdale, BC
E. Other sources of funding identified	✓		
F. Grant recipient(s) reside in Nanaimo	✓		10 players
G. Application made by a local organization	✓		Nanaimo Minor Baseball Association
H. Grant for participants only, not coaches or chaperones	✓		
I. Demonstrated financial need	✓		
J. Applicant is a non-profit organization	✓		
K. Budget & financial statements attached	✓		

RECOMMENDED FOR FUNDING (✓) : ✓ AMOUNT: \$500.00

OR

NO GRANT RECOMMENDED (✓) : N/A DOES NOT MEET CRITERIA: N/A

EVALUATOR: Mary Smith POSITION: Manager, Recreation Services

DATE OF MEETING | AUGUST 8, 2018 |

AUTHORED BY | MARY SMITH, MANAGER, RECREATION SERVICES
PARKS AND RECREATION |

SUBJECT | TRAVEL ASSISTANCE GRANT – NANAIMO DISTRICT LACROSSE
PEEWEE A |

OVERVIEW

Purpose of Report

To obtain Council approval of a request for a Travel Assistance Grant. |

Recommendation

That the Finance and Audit Committee recommend that Council approve the request from the Nanaimo District Lacrosse Pee wee A for a Travel Assistance Grant in the amount of \$850 for seventeen (17) players to attend the 2018 BCLA Minor Box Lacrosse Provincial Championships held from 2018-JUL-11 through JUL-15.

BACKGROUND

The City of Nanaimo provides a contingency account for amateur sports and cultural groups, and individuals to travel within B.C. (excluding travel on Vancouver Island) and out of province to a Regional, National or International Championship. These funds are available to sports and cultural groups qualifying in Provincial or Regional competitions and the current policy provides \$50 per person to a maximum of \$1,000 per application for travel within B.C. or \$100 per person to a maximum of \$2,000 per application for travel outside of B.C. Requests are considered on a first-come, first-served, basis as funds remain available.

Staff review all Travel Assistance Grant applications and forward the recommendation to Council for approval.

On 2018-JUL-04, Staff reviewed a Travel Assistance Grant application submitted by the Nanaimo District Lacrosse Pee wee A team in the amount of \$850 for seventeen (17) players to attend the 2018 BCLA Minor Box Lacrosse Provincial Championships held from 2018-JUL-11 through JUL-15. Staff determined that this application met all of the grant criteria and recommend that Council approve the application.

OPTIONS

1. That the Finance and Audit Committee recommend that Council approve the request from the Nanaimo District Lacrosse Peewee A for a Travel Assistance Grant in the amount of \$850 for seventeen (17) players to attend the 2018 BCLA Minor Box Lacrosse Provincial Championships held from 2018-JUL-11 through JUL-15.
 - **Budget Implication:** To date, there has been \$2,700 allocated or pending from the 2018 Travel Grant Contingency Funds. If the above travel grant of \$850 is approved, \$3,950 will remain available for any additional 2018 travel grant requests.
 - **Engagement Implication:** Promotes excellence in sports and culture.
2. Deny the Travel Assistance Grant application.
 - **Budget Implication:** To date, there has been \$2,700 allocated or pending from the 2018 Travel Grant Contingency Funds. If the above travel grant of \$850 is denied, \$4,800 will remain available for any additional 2018 travel grant requests.

SUMMARY POINTS

- Funds are allocated yearly for Travel Assistance Grants.
- The group's application meets all of the required criteria.
- To date, there have been \$2,700 allocated or pending from the 2018 Travel Grants Contingency Funds and \$4,800 remains available for 2018 travel grant requests.

ATTACHMENTS

Travel Assistance Grant Application
Travel Assistance Evaluation Form

Submitted by:

Mary Smith
Manager, Recreation Services

Concurrence by:

Richard Harding
Director, Parks and Recreation



CITY OF NANAIMO
APPLICATION FOR TRAVEL ASSISTANCE

Office Use

ORGANIZATION: <u>Pee Wee A. Nanaimo District Lacrosse Association</u>		DATE: <u>JUNE 19, 2018</u>	
ADDRESS: <u>PO BOX 377</u>		PRESIDENT: <u>ANDY REYNOLDS</u>	
<u>NANAIMO BC VARSITY</u>		SENIOR STAFF MEMBER: <u>CHRISTINA RENDERGAST</u>	
[REDACTED]		POSITION: <u>TEAM MANAGER</u>	
[REDACTED]		CONTACT: [REDACTED]	
TELEPHONE: <u>250-753-7152</u>		TELEPHONE: [REDACTED]	
TOTAL NUMBER OF PERSONS TRAVELLING: <u>65-70</u>	TOTAL NUMBER OF COMPETITORS TRAVELLING: <u>2019</u>	TOTAL NUMBER OF COMPETITORS RESIDING WITHIN THE CITY OF NANAIMO: <u>20 17</u>	TOTAL AMOUNT REQUESTED: <u>\$1000.00</u> \$850.00
DESTINATION: <u>COQUITLAM</u>		DATE OF DEPARTURE: <u>JULY 11/12 2018</u> (DEPENDENT ON SCHEDULE OF PROVINCIALS)	
EVENT TO BE ATTENDED: <u>2018 BCLA MINOR BOX LACROSSE PROVINCIAL CHAMPIONSHIPS</u> <u>JULY 12-15, 2018</u>			
PROVINCIAL/REGIONAL/NATIONAL CHAMPIONSHIP RECEIVED: <u>VANCOUVER ISLAND MINOR LACROSSE REGIONAL CHAMPIONSHIP</u>			
PLEASE LIST ALL OTHER SOURCES OF FUNDING FOR THIS TRIP: <u>BOTTLE DRIVE</u> <u>BC FERRIES SPORT GRANT (APPLIED)</u>			
WHY SHOULD THIS TRIP RECEIVE CITY FUNDING? <u>WE ARE REPRESENTING THE ASSOCIATION AND THE CITY OF NANAIMO. THE PROVINCIALS ARE A THREE TO FOUR DAY TOURNAMENT, REQUIRING ALL COMPETITORS TO TRAVEL VIA FERRY AND STAY A MINIMUM OF THREE NIGHTS IN A HOTEL. ANY EXTRA FUNDING WILL HELP EACH COMPETITOR'S FAMILY.</u>			
SIGNATURE: <u>C. Rendingast</u>		TITLE/POSITION: <u>TEAM MANAGER</u>	DATE: <u>JUNE 19, 2018</u>
* IN SIGNING THIS DOCUMENT I CONFIRM THAT I HAVE READ AND UNDERSTAND THE CRITERIA *			
NOTE: A BUDGET OUTLINING REVENUES AND EXPENDITURES FOR THIS TRIP MUST BE ATTACHED FOR CONSIDERATION.			

**APPLICATION FOR TRAVEL ASSISTANCE
NANAIMO DISTRICT LACROSSE ASSOCIATION
PEEWEE A2 DIVISION**

ATTENDING PROVINCIALS IN COQUITLAM BC FROM JULY 11-14, 2018

EXPENSES PER COMPETITOR:

HOTEL X 3 NIGHTS	\$ 597.00	
FERRY X 2 (ROUND TRIP)	\$ 34.40	**if BC Ferries Sport Grant not received**
MEAL BUDGET - 4 DAYS	\$ 250.00	
TOTAL PER COMPETITOR	\$ 881.40	

REVENUE PER COMPETITOR:

BC FERRIES SPORTS GRANT	\$ 34.40 (if received)
BOTTLE DRIVE	\$ 100.00
TOTAL PER COMPETITOR	\$ 134.40

City of Nanaimo
Department of Parks, Recreation & Environment

Travel Assistance Grant Evaluation

APPLICANT: Nanaimo District Lacrosse Association - Pee wee A DATE: July 4, 2018

CRITERIA	Meets Criteria (✓)	Does not meet Criteria (✓)	NOTES
A. Winner of a Regional, Provincial or National Championship (or equivalent)	✓		Vancouver Island Minor Lacrosse Regional Championship
B. Attending a Provincial, Regional, National, or International Championship	✓		BCLA Minor Lacrosse Provincial Championships – July 12-15
C. Traveling out of Province Max. \$100 per person up to \$2,000 per group	N/A	N/A	
D. Traveling within BC (excluded: Van. Is.) Max. \$50 per person up to \$1,000 per group	✓		Coquitlam, BC
E. Other sources of funding identified	✓		
F. Grant recipient(s) reside in Nanaimo	✓		17 of 19 qualify
G. Application made by a local organization	✓		Nanaimo District Lacrosse Association
H. Grant for participants only, not coaches or chaperones	✓		
I. Demonstrated financial need	✓		
J. Applicant is a non-profit organization	✓		
K. Budget & financial statements attached	✓		

RECOMMENDED FOR FUNDING (✓) : _____ ✓ _____ AMOUNT: \$850.00

OR

NO GRANT RECOMMENDED (✓) : _____ N/A _____ DOES NOT MEET CRITERIA: _____ N/A _____

EVALUATOR: Mary Smith POSITION: Manager, Recreation Services

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DATE OF MEETING | AUGUST 8, 2018 |

AUTHORED BY | MARY SMITH, MANAGER, RECREATION SERVICES
PARKS AND RECREATION |

SUBJECT | TRAVEL ASSISTANCE GRANT – NANAIMO DISTRICT LACROSSE
PEEWEE C |

OVERVIEW

Purpose of Report

To obtain Council approval of a request for a Travel Assistance Grant. |

Recommendation

That the Finance and Audit Committee recommend that Council approve the request from the Nanaimo District Lacrosse Peewee C for a Travel Assistance Grant in the amount of \$700 for fourteen (14) players to attend the 2018 BC Lacrosse Provincial Championships held from 2018-JUL-12 through JUL-15.

BACKGROUND

The City of Nanaimo provides a contingency account for amateur sports and cultural groups, and individuals to travel within B.C. (excluding travel on Vancouver Island) and out of province to a Regional, National or International Championship. These funds are available to sports and cultural groups qualifying in Provincial or Regional competitions and the current policy provides \$50 per person to a maximum of \$1,000 per application for travel within B.C. or \$100 per person to a maximum of \$2,000 per application for travel outside of B.C. Requests are considered on a first-come, first-served, basis as funds remain available.

Staff review all Travel Assistance Grant applications and forward the recommendation to Council for approval.

On 2018-JUL-04, Staff reviewed a Travel Assistance Grant application submitted by the Nanaimo District Lacrosse Peewee C team in the amount of \$700 for fourteen (14) players to attend the 2018 BC Lacrosse Provincial Championships held from 2018-JUL-12 through JUL-15. Staff determined that this application met all of the grant criteria and recommend that Council approve the application.

OPTIONS

1. That the Finance and Audit Committee recommend that Council approve the request from the Nanaimo District Lacrosse Peewee C for a Travel Assistance Grant in the amount of \$700 for fourteen (14) players to attend the 2018 BC Lacrosse Provincial Championships held from 2018-JUL-12 through JUL-15.
 - **Budget Implication:** To date, there has been \$3,550 allocated or pending from the 2018 Travel Grant Contingency Funds. If the above travel grant of \$700 is approved \$3,250 will remain available for any additional 2018 travel grant requests.
 - **Engagement Implication:** Promotes excellence in sports and culture.
2. Deny the Travel Assistance Grant application.
 - **Budget Implication:** To date, there has been \$3,550 allocated or pending from the 2018 Travel Grant Contingency Funds. If the above travel grant of \$700 is denied, \$3,950 will remain available for any additional 2018 travel grant requests.

SUMMARY POINTS

- Funds are allocated yearly for Travel Assistance Grants.
- The group's application meets all of the required criteria.
- To date, there have been \$3,550 allocated or pending from the 2018 Travel Grants Contingency Funds and \$3,950 remains available for 2018 travel grant requests.

ATTACHMENTS

Travel Assistance Grant Application
Travel Assistance Evaluation Form

Submitted by:

Mary Smith
Manager, Recreation Services

Concurrence by:

Richard Harding
Director, Parks and Recreation



CITY OF NANAIMO
APPLICATION FOR TRAVEL ASSISTANCE

Office Use

Rec'd July 3/18

ORGANIZATION: PeeWee C Nanaimo District Lacrosse Association		DATE: July 3 June 19/18	
ADDRESS: c/o [REDACTED]		PRESIDENT: Andy Reynolds	
Nanaimo, BC V9 [REDACTED]		SENIOR STAFF MEMBER:	
		POSITION: Manager	
		CONTACT: Lisa Sutton	
TELEPHONE: [REDACTED]		TELEPHONE: [REDACTED]	
TOTAL NUMBER OF PERSONS TRAVELLING: 48	TOTAL NUMBER OF COMPETITORS TRAVELLING: 18 16	TOTAL NUMBER OF COMPETITORS RESIDING WITHIN THE CITY OF NANAIMO: 18 16 14	TOTAL AMOUNT REQUESTED: Anything \$700
DESTINATION: Coquitlam		DATE OF DEPARTURE: July 12 th to July 15 th .	
EVENT TO BE ATTENDED: Provincial Championships - Lacrosse			
PROVINCIAL/REGIONAL/NATIONAL CHAMPIONSHIP RECEIVED: Qualifier to attend Provincial Championships. Provincial Playdowns - July 1st			
PLEASE LIST ALL OTHER SOURCES OF FUNDING FOR THIS TRIP: We have received a grant for one-way ferry vouchers for each player from ViaSport.			
WHY SHOULD THIS TRIP RECEIVE CITY FUNDING? The Nanaimo Timbermen PeeWee C will represent Nanaimo at Provincials. This team has only secured their spot to attend on July 1 st . Any assistance would be greatly appreciated to help our families with the large expense in getting their athlete to Coquitlam. As Provincials are from July 12-15, time required to fundraise is minimal.			
SIGNATURE: L. Sutton		TITLE/POSITION: Manager	DATE: July 2/18
* IN SIGNING THIS DOCUMENT I CONFIRM THAT I HAVE READ AND UNDERSTAND THE CRITERIA * NOTE: A BUDGET OUTLINING REVENUES AND EXPENDITURES FOR THIS TRIP MUST BE ATTACHED FOR CONSIDERATION.			

Mary Smith

From: Peewee C <peeweec@shaw.ca>
Sent: Tuesday, July 03, 2018 6:31 PM
To: Mary Smith
Subject: Travel Assistance Grant to attend Lacrosse Provincials

Hello Mary,

Thank you for your call today. I confirm the Nanaimo Timbermen Peewee C is attending Provincial Championships July 12-15, 2018 in Coquitlam.

A breakdown for our costs would be as follows:

Hotel: \$220 per night x 4 nights = \$880 - need to go over the night before
Ferry: \$66.10 x 2 Total: \$132.20 (Car and Athlete)
Meals: \$35 per day (children)
Total: \$1,047.20 x 16 athletes = \$16,755.20

Please let me know if you require any further information.

Thanks for your help.

Lisa Sutton
[REDACTED]

City of Nanaimo
Department of Parks, Recreation & Environment

Travel Assistance Grant Evaluation

APPLICANT: Nanaimo District Lacrosse Association - Pee wee C DATE: July 4, 2018

CRITERIA	Meets Criteria (✓)	Does not meet Criteria (✓)	NOTES
A. Winner of a Regional, Provincial or National Championship (or equivalent)	✓		Provincial Play downs – July 1
B. Attending a Provincial, Regional, National, or International Championship	✓		BCLA Minor Lacrosse Provincial Championships - July 12-15
C. Traveling out of Province Max. \$100 per person up to \$2,000 per group	N/A	N/A	
D. Traveling within BC (excluded: Van. Is.) Max. \$50 per person up to \$1,000 per group	✓		Coquitlam, BC
E. Other sources of funding identified	✓		
F. Grant recipient(s) reside in Nanaimo	✓		14 of 16 qualify
G. Application made by a local organization	✓		Nanaimo District Lacrosse Association
H. Grant for participants only, not coaches or chaperones	✓		
I. Demonstrated financial need	✓		
J. Applicant is a non-profit organization	✓		
K. Budget & financial statements attached	✓		

RECOMMENDED FOR FUNDING (✓) : ✓ AMOUNT: \$700.00

OR

NO GRANT RECOMMENDED (✓) : N/A DOES NOT MEET CRITERIA: N/A

EVALUATOR: Mary Smith POSITION: Manager, Recreation Services

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DATE OF MEETING | AUGUST 8, 2018 |

AUTHORED BY | JANE RUSHTON, MANAGER, PURCHASING AND STORES |

SUBJECT | **QUARTERLY PURCHASING REPORT (SINGLE AND SOLE SOURCE), INSTANCES OF NON-COMPLIANCE PURCHASES AND PURCHASES IN EXCESS OF \$250,000** |

OVERVIEW

Purpose of Report

This report provides information in compliance with the City's Procurement Policy (03-1200-01) regarding sole source, single submission purchases and policy compliance.

Recommendation

That the report titled "Quarterly Direct Award (Single and Sole Source), Purchases in Excess of \$250,000, and Instances of Non-Compliance Purchases", dated 2018-AUG-08 be received for information.

DISCUSSION

The City's Procurement Policy (03-1200-01) requires:

17 Reporting

17.1 On a quarterly basis, Council will be provided with an information report summarizing the following:

- 17.1.1 Sole source and single source purchases between \$25,000 and \$250,000;
- 17.1.2 Award of all purchases in excess of \$250,000; and,
- 17.1.3 Instances of Non-Compliance and action taken in each instance.

This report outlines results of the above processes for information. Further details are summarized in Attachments 1, 2 and 3 to this report.

Sole Source Purchases

"Sole Source Purchase" means a non-competitive acquisition whereby the purchases for goods and or services are directed to one source where there is only one available Vendor or Contractor of that good and or service that meets the needs or requirements of the City. Sole source purchases go through an internal control review process and sign off covering justification, review of decision and costs.

Single Source Purchases

“Single Source Purchase” means a non-competitive acquisition whereby purchases for goods and or services are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Due to staffing constraints, the City is not able at this time to undertake internal audits or reviews to determine policy compliance deviations. The City’s internal controls have been updated to flag non-compliance going forward using current Staff and if it is determined that the associated risks are significant additional resources will be requested from Council.

SUMMARY POINTS

- The City undertook eight (8) Single and Sole Source purchases subject to Procurement Policy (03-1200-01) reporting for a total amount of \$495,994.12 including PST for the period ending 2018-JUN-30.
- The City undertook one (1) Instance of Procurement Policy non-compliance purchases subject to Procurement Policy (03-1200-01) reporting for a total amount of \$90,939.00 for the period ending 2018-JUN-30.

ATTACHMENTS

- Appendix 1 – Q2 2018 – Sole Source Purchases: >\$25,000<=\$250,000
- Appendix 2 – Q2 2018 – Non-Compliant: >\$25,000<=\$250,000

Submitted by:

Jane Rushton
Manager, Purchasing and Stores

Concurrence by:

Laura Mercer
Manager, Accounting Services

||

File/ Competition #	Department	Vendor Name	Transaction Description	Amount (Includes PST)	Reason/Comment
1998	Community Development	Coastal Invasive Species Committee	Continuation of the City's Invasive Plant Management multi-year program	\$19,215.00	One with which staff have specialized training and/or expertise. Accumulated spend exceeds \$25k
2194	Water Resources/Water Operations	Aquatics Informatics Inc (WaterTrax)	Annual renewal of the city's water quality data management software	\$16,127.21	To ensure compatibility; staff have specialized training. Accumulated spend exceeds \$25k over multiple years, but less than \$25k per year.
2176	Parks & Recreation	StageFab Custom Manufacturing	Replacement of curtains	\$28,415.72	To ensure compatibility with existing curtains
2187	Fire	E-COMM Emergency	Central island 911 emergency services	\$236,780.00	Continuation of the City's 5 year contract with E-Comm Emergency (2018 costs)
	Fleet Services	Alamein Mobile Technologies Inc	Continuation of the City's GPS/AVL transition	\$31,524.00	Compatibility with existing equipment. One with which staff have specialized training and/or expertise
2125	Roads	Coastal Welding & Metal Fabrication	Trailer for Milling Machine	\$37,878.00	Only one supplier able to manufacture trailer to meet specification of the milling machine.
2111	Engineering	Kerr Wood Leidal Associates	City Sewer Flow & Rainfall Monitoring	\$90,000.00	NOI posted, no vendor challenges. Three year contract estimate of \$30k/year. To ensure ongoing compatibility with existing services and equipment.
2162	Fire Rescue	FDM Software Ltd	Continuation of the City's Fire dispatch center CAD software and Records Management System (RMS)	\$36,054.19	To ensure compatibility with existing software; only FDM capable of completing the upgrade to the existing software

File/ Competition #	Department	Vendor Name	Transaction Description	Amount (Includes PST)	Reason/Comment
2029	Engineering/PW	McElhanney Consulting Services Ltd	Environmental Services	\$27,745.00 additional services required after the initial award \$63,194.00 Total award \$90,939.00	One with which staff have specialized training and/or extensive experience; Demonstrated value to continue consultant services into the next project phase. This was for a specific project.

DATE OF MEETING | August 8, 2018 |

AUTHORED BY | LAURA MERCER, MANAGER, ACCOUNTING SERVICES |

SUBJECT | **SNUNEYMUXW FIRST NATION WATER AND SEWER
CONNECTION FEE CREDIT AGREEMENT** |

OVERVIEW

Purpose of Report

To obtain Council approval of the Water and Sewer Connection Fee Credit Agreement between the Snuneymuxw First Nation and the City of Nanaimo. |

Recommendation

That the Finance and Audit Committee recommend that Council approve the Water and Sewer Connection Fee Credit Agreement between the Snuneymuxw First Nation and the City of Nanaimo.

BACKGROUND

The Snuneymuxw First Nation (SFN) is expanding development at the Snuneymuxw Indian Reserve Nanaimo River 4 (IR4). In doing this development, the SFN will need to pay the City of Nanaimo connection fees. The connection fees relate to any new connection fee in respect of IR4 and that is payable by the SFN to the City under the Water Servicing Agreement or the Sewer Use Agreement at a rate that is equivalent to the City's rate charged under its DCC Bylaw No 7252.

Indigenous and Northern Affairs Canada (INAC) will advance all of the connection fees upfront on behalf of the SFN and requested that the City of Nanaimo hold custody of the funds until such time as the fees are payable by the SFN to the City of Nanaimo.

The City of Nanaimo has drafted a Water and Sewer Connection Fee Credit Agreement to facilitate the SFN and INAC requirements. The money would be held by the City in a Treasurer's Trust account and accumulate interest until such time as all the connection fees are paid. The City shall only use the connection fee allocation to cover the cost of connection fees with respect to IR4 that are properly charged to the SFN by the City pursuant to the provisions of the Water Servicing Agreement or the Sewer Use Agreement.

OPTIONS

1. That the Finance and Audit Committee recommend that Council approve the Water and Sewer Connection Fee Credit Agreement between the Snuneymuxw First Nation and the City of Nanaimo.
 - **Budget Implication:** Money will already be received when connection fees become payable.

- **Political Implication:** Fosters a co-operative relationship with the Snuneymuxw First Nation.
2. Deny approval of the Water and Sewer Connection Fee Credit Agreement between the Snuneymuxw First Nation and the City of Nanaimo.
- **Political Implication:** Could be harmful to fostering a co-operative relationship with the Snuneymuxw First Nation. |

SUMMARY POINTS

- | Snuneymuxw First Nation are expanding development at IR4.
- Water and sewer connection fees will be owed to City of Nanaimo when development starts.
- INAC will advance the total connection fee for all proposed development and requested that the City of Nanaimo hold custody of the funds until the connection fees are owing.
- City of Nanaimo has drafted a Water and Sewer Connection Fee Credit Agreement to hold custody of the money until the connection fees become owing by the SFN to the City of Nanaimo.
- City of Nanaimo will pay interest on the money held and will be payable to the SFN. |

ATTACHMENTS

Water and Sewer Connection Fee Credit Agreement |

Submitted by:

Laura Mercer
Manager, Accounting Services |

Concurrence by:

Dale Lindsay
Director, Community Development |

|

WATER AND SEWER CONNECTION FEE CREDIT AGREEMENT

THIS AGREEMENT dated for reference the ___ day of April, 2018.

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, BC V9R 5J6

(the "**City**")

OF THE FIRST PART

AND:

SNUNEYMUXW FIRST NATION
668 Centre Street
Nanaimo, BC V9R 4Z4

("Snuneymuxw")

OF THE SECOND PART

- A. **Whereas** pursuant to a Water Servicing Agreement between the City and Snuneymuxw dated for reference December 17, 2012 and attached to this Agreement as Schedule A (the "Water Servicing Agreement"), the City agreed to connect the City Water Distribution System to the Snuneymuxw Water Distribution System.
- B. **Whereas** pursuant to a Sewer Use Agreement between the City, Snuneymuxw and the Regional District of Nanaimo dated for reference August 6, 2015 and attached to this Agreement as Schedule B (the "Sewer Use Agreement"), the City agreed to connect the City Sewer System to the Snuneymuxw Sewer System.
- C. **Whereas** Snuneymuxw now wishes to pay in advance for new connections on IR4 that become due to the City under the provisions of the Water Servicing Agreement and the Sewer Use Agreement.

Now Therefore this Agreement Witnesses that in consideration of the sum of ten (\$10.00) dollars of lawful money of Canada and other good and valuable consideration now paid by each party, to the other, the receipt of which is hereby acknowledged, the parties covenant and agree with each other as follows:

1 Definitions

In this Agreement:

"Agreement" means this agreement, its recitals and schedules.

"Bank Account" means a segregated, interest-earning bank account.

"City Sewer System" means the City's sewage collection system and other facilities or equipment that transport sewage or other water-borne waste from the Snuneymuxw Sewer System.

"City Water Distribution System" means the City's water distribution infrastructure in use from time to time, including its dams, reservoirs, treatment plants, pipes, and waterlines.

"Connection Fee" means any new connection fee in respect of IR4 and payable by Snuneymuxw to the City under the Water Servicing Agreement or the Sewer Use Agreement at a rate that is equivalent to the City's rate charged under its DCC Bylaw.

"Connection Fee Allocation" means the sum of \$_____ CAD and any interest earned thereon.

"DCC Bylaw" means the City of Nanaimo Development Cost Charge Bylaw No. 7252, as amended and replaced from time to time and authorized under Division 19 of Part 14 of the *Local Government Act*, as amended and replaced from time to time.

"Funding Date" means the date that Snuneymuxw pays the Connection Fee Allocation to the City.

"IR4" means Snuneymuxw Indian Reserve Nanaimo River 4.

"Sewer Use Agreement" means the sewer use agreement between the City, Snuneymuxw and the Regional District of Nanaimo dated for reference August 6, 2015, a copy of which is attached to this Agreement as Schedule "B".

"Snuneymuxw Sewer System" means Snuneymuxw's sewage collection system and other facilities or equipment that transports sewage or other water-borne waste from the Snuneymuxw reserves to the City Sewer System,

"Snuneymuxw Water Distribution System" means the water distribution system owned and operated by or on behalf of Snuneymuxw located on or adjacent to IR4 and connected to the City Water Distribution System.

"Water Servicing Agreement" means the water servicing agreement between the City and Snuneymuxw dated for reference December 17, 2012, a copy of which is attached to this Agreement as Schedule "A".

2 Receipt and Deposit of Connection Fee Allocation

- 2.1 On the Funding Date the City shall hold the entire Connection Fee Allocation in trust for the benefit of Snuneymuxw pursuant to the terms of this Agreement.
- 2.2 Upon receipt of the Connection Fee Allocation, the City shall promptly deposit the Connection Fee Allocation into a Bank Account.

3 Use of Connection Fee Allocation

- 3.1 The City shall only use the Connection Fee Allocation to cover the cost of Connection Fees with respect to IR4 that are properly charged to Snuneymuxw by the City pursuant to the provisions of the Water Servicing Agreement or the Sewer Use Agreement.
- 3.2 The City must retain all interest earned on the Connection Fee Allocation in the Bank Account.

4 Connection Fee Credits

- 4.1 The City will apply that portion of the Connection Fee Allocation, as available from time-to-time, as a credit against any Connection Fee that with respect to IR4 would otherwise be payable under the Water Servicing Agreement or the Sewer Use Agreement.
- 4.2 Each time a Connection Fee Allocation is applied by the City against Connection Fees that, with respect to IR4, would otherwise be payable under the Water Servicing Agreement or the Sewer Use Agreement, the City will show such application of the Connection Fee Allocation and any balance remaining in the Bank Account on the invoices issued to Snuneymuxw under the Water Servicing Agreement and the Sewer Use Agreement.
- 4.3 For greater certainty, if the Connection Fee Allocation is zero, Snuneymuxw will pay for all Connection Fees directly, as required under the Water Servicing Agreement and the Sewer Use Agreement.
- 4.4 The City will deliver to Snuneymuxw an accounting of all transactions with respect to the Bank Account, if and when reasonably requested by Snuneymuxw.

5 Effective Date

5.1 This Agreement comes into effect on the Funding Date.

6 Termination

6.1 This Agreement terminates on the earlier of:

- (a) the date that Snuneymuxw delivers written notice of termination of this Agreement to the City;
- (b) the date that the total available Connection Fee Allocation is equal to zero; and
- (c) the date upon which both the Water Servicing Agreement and the Sewer Use Agreement, and any renewals thereof, have terminated.

7 Return of Connection Fee Allocation

7.1 If this Agreement is terminated on the date described in section 6.1(a) or (c), the City will promptly and upon written request of Snuneymuxw, return any existing Connection Fee Allocation to Snuneymuxw.

8 Water Servicing Agreement and Sewer Use Agreement

8.1 The parties agree that nothing in this Agreement alters, or releases the parties from, any of their rights and obligations under either the Water Servicing Agreement or the Sewer Use Agreement.

9 Indemnity

9.1 In consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid by the City to Snuneymuxw (the receipt and sufficiency of which is hereby acknowledged), Snuneymuxw agrees to release and indemnify the City, its employees, elected and appointed officials, contractors and agents from and against all actions, causes of action, suits, claims, losses and demands whatsoever that may arise either directly or indirectly by reason of the City and Snuneymuxw entering into this Agreement, except where caused by any breach of this Agreement, negligence or wilful misconduct by the City or any person for whom the City is responsible at law. This release and indemnity will survive the expiry or earlier termination of this Agreement.

9.2 In consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid by the Snuneymuxw to the City (the receipt and sufficiency of which is hereby acknowledged), the City agrees to release and indemnify Snuneymuxw, its employees, elected and appointed officials, contractors and

agents from and against all actions, causes of action, suits, claims, losses and demands whatsoever that may arise either directly or indirectly by reason of any breach of this Agreement, negligence or wilful misconduct by the City or any person for whom the City is responsible at law except where caused by breach of this Agreement, negligence or wilful misconduct by Snuneymuxw or anyone for whom Snuneymuxw is responsible at law. This release and indemnity will survive the expiry or earlier termination of this Agreement.

10 Dispute Resolution

- 10.1 The Parties agree that the dispute resolution process set out in section 10.0 of the Water Servicing Agreement will also apply to any dispute that arises under this Agreement.

11 Notices

- 11.1 Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed if to:

Snuneymuxw:

**668 Centre Street
Nanaimo, BC VR9 4Z4
Attention: Band Manager**

the City:

**455 Wallace Street
Nanaimo, BC V9R 5J6
Attention: Director, Community Development**

or such change of address as a party has, by written notification, forwarded to the other party.

- 11.2 Any notice shall be deemed to have been given to and received by the party to which it is addressed:
- (a) if delivered, on the date of delivery; or
 - (b) if mailed, then on the third (3rd) day after the mailing thereof.

12 Assignment

- 12.1 This agreement may not be assigned by either party without the other party's written consent and such consent can be arbitrarily withheld.

13 Entire Agreement

- 13.1 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. It is hereby agreed between the parties hereto that this Agreement is enforceable by and against the parties, and their successors and permitted assigns.

14 Interpretation

- 14.1 Wherever the singular or masculine is used in this Agreement, the same will be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.

15 Non-derogation

- 15.1 Nothing contained in or implied by this Agreement shall in any way prejudice or affect the exercise of any powers, duties or functions held by the City or Snuneymuxw under any statutes, regulations, laws or bylaws.

16 Laws of British Columbia

- 16.1 This Agreement must be interpreted under and will be governed by the applicable laws of Canada and the Province of British Columbia.

17 Severability

- 17.1 If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part of the Agreement will be considered to have been severed from the rest of this Agreement and the rest of the Agreement remains in force unaffected by that holding or by the severance of that part.

18 Waiver

- 18.1 Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.

19 Amendment

19.1 This Agreement may be amended from time to time by Snuneymuxw and the City provided such amendments are in writing and executed by the Parties.

20 Time

20.1 Time shall be of the essence in this Agreement.

21 Successors

21.1 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

22 Further Documents

22.1 Each of the parties covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.

23 Counterpart

23.1 This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Each counterpart is deemed to be an original. All counterparts will be construed together and constitute one and the same Agreement.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)

on behalf of the **SNUNEYMUXW**)

NATION by Chief Mike Wyse)

)

)

Chief Mike Wyse

)

Witness)

)

Address)

)

Occupation)

The Corporate Seal of the **CITY OF**)
NANAIMO was hereunto affixed in the)
Presence of:)
)
_____)
Mayor)
_____)
Corporate Officer

SCHEDULE "A" WATER SERVICING AGREEMENT

W 079

WATER SERVICING AGREEMENT SNUNEYMUXW INDIAN RESERVE NANAIMO RIVER #4

This Agreement is dated for reference December 17, 2012.

BETWEEN:

SNUNEYMUXW FIRST NATION, a "band" as that term is defined in the *Indian Act* (Canada), as represented by the Snuneymuxw First Nation Council, having an administrative office at 668 Centre Street, Nanaimo, British Columbia, V9R 4Z4 ("Snuneymuxw")

AND

THE CITY OF NANAIMO, a Municipality in the Province of British Columbia, as represented by its Mayor and Council, having an administrative office at 455 Wallace Street, Nanaimo, British Columbia, V9R 5J6 (the "City")

BACKGROUND

- A. The land outlined on the plan attached to this Agreement as Schedule A is reserve land within the meaning of the *Indian Act*, R.S.C. 1985, c. 1-5 and known as Snuneymuxw Indian Reserve Nanaimo River 4.
- B. Pursuant to section 23 of the Community Charter the City is empowered and authorized to enter into an agreement with Snuneymuxw to provide local government services to reserve land.
- C. The City operates or will operate a water distribution system in the vicinity of IR#4 and Snuneymuxw operates or will operate a water distribution system to residences and businesses on IR#4.
- D. The City and Snuneymuxw entered into a Water Treatment Plant and Services Agreement dated August 11, 2010 and a Community to Community Water Agreement dated December 13, 2007.
- E. The City has authorized the execution of this Agreement by a resolution duly passed on December 17, 2012, a copy of which is attached as Schedule D.
- F. Snuneymuxw Band Council has authorized the execution of this Agreement by a resolution duly passed on Dec. 19, 2012, a copy of which is attached as Schedule E.

Accordingly, the Parties now wish to enter into this water servicing agreement (the "**Agreement**") and for good and valuable consideration each hereby agree as follows.

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1.0 DEFINITIONS & INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

- (a) **"Bulk Meter"** means a water meter located at a Connection Point;
- (b) **"City Distribution System"** means the City's water distribution infrastructure in use from time to time, including its dams, reservoirs, treatment plants, pipes, and waterlines;
- (c) **"Connection Points"** means the points identified for City connections to the Snuneymuxw Distribution System at the locations outlined on the plan attached as Schedule B;
- (d) **"IR#4"** means Indian Reserve Nanaimo River 4 as depicted on Schedule A;
- (e) **"Planned Developments"** means the planned developments for IR#4 shown on the plan attached as Schedule C;
- (f) **"Snuneymuxw Distribution System"** means the water distribution system owned and operated by or on behalf of Snuneymuxw located on or adjacent to IR#4 and connected to the City Distribution System at the Connection Points.

1.2 References to a statute, regulation or bylaw (including bylaws of the City) are deemed to include any amendments and any statute, regulation or bylaw that replaces or re-enacts any of the foregoing and has substantially the same purpose.

2.0 PROVISION OF WATER TO RESERVE LANDS

2.1 The City shall, at the Connection Points, connect the Snuneymuxw Distribution System to the City Distribution System under the terms and conditions set out in this Agreement.

2.2 Subject to the terms and conditions of this Agreement the City will provide to Snuneymuxw at the Connection Points a potable water supply using the City Distribution System. The quality and quantity of the water and service provided by the City to IR#4 pursuant to this Agreement shall be substantially the same as the quality and quantity of such service provided by the City to residences and businesses within the City of Nanaimo generally. Notwithstanding the foregoing:

- (a) Snuneymuxw acknowledge and agree that there may be from time to time interruptions or reductions in the level of water service and the City will not be responsible or liable for any losses, costs, damages, claims or expenses arising from or connected with any temporary interruption or reduction in the level of water service provided under this Agreement;
- (b) nothing in this Agreement shall require the City to provide water to the Connection Points if and to the extent the City determines, acting reasonably and in good faith, that it does not have the extra capacity to provide such service beyond what is required for (i) current water consumption on IR#4 as at the time of execution of

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this Agreement; (ii) the Planned Developments; and (iii) such growth in water consumption on IR#4 as is reasonable and consistent with the overall growth in water consumption within the City of Nanaimo in the same period of time; or

- (c) nothing in this Agreement shall impose upon the City a greater duty to supply water service to the Connection Points than it has to inhabitants of the City generally.

- 2.3 The City will maintain the City Distribution System in accordance with all governing laws, standards and guidelines in place from time to time.
- 2.4 The City will provide Snuneymuxw with prompt notification upon discovering any anomaly in water quality delivered to the Connection Points as compared to elsewhere in the City Distribution System, and will promptly take all steps reasonably required to address such anomaly.

3.0 METERS

- 3.1 The City will own and maintain Bulk Meters at the Connection Points.

4.0 OPERATING FEES

- 4.1 Snuneymuxw will pay a fee to the City for water provided to the Snuneymuxw Distribution System at the Connection Points, and recorded on the Bulk Meters, based on the metered water rate paid by other users of the City Distribution System and set out in the City's *Waterworks Rate and Regulation Bylaw*, as updated from time to time, multiplied by the volume of water provided.
- 4.2 In the event of a Bulk Meter malfunction, the City may estimate the volume of water supplied for the purpose of calculating charges under this Agreement on the basis of historical consumption patterns at the Connection Point in question pending resolution of the malfunction.
- 4.3 Water charges payable under section 4.1 shall be invoiced approximately every four months in accordance with the City's general scheme for invoicing users of the City Distribution System and shall be payable on receipt, with a 5 percent discount offered for prompt payment as detailed on each invoice (approximately three weeks from the date of each invoice).
- 4.4 Invoices rendered in a calendar year that remain unpaid at the end of that calendar year will be deemed to be in default and subject to an interest charge equal to the amount applicable to all other users of the City Distribution System as established by the City from time to time.
- 4.5 The City will upon request make available to Snuneymuxw for inspection and copy, records of the City which would allow Snuneymuxw to confirm the amount of water supplied and recorded by the Bulk Meters.

5.0 MAINTENANCE OF SYSTEM

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- 5.1 The City is responsible for the repair, maintenance and operation of the City Distribution System and any associated costs, all to a standard that complies with the applicable health, safety and engineering standards and specifications established or applied by the City for similar works elsewhere in the City.
- 5.2 Snuneymuxw is responsible for the repair, maintenance and operation of the Snuneymuxw Distribution System and any associated costs.
- 5.3 Snuneymuxw and the City agree that pipework and appurtenances on IR#4 will be built by Snuneymuxw in accordance with good engineering practices, for long term maintenance benefits and avoidance of water wastage.

6.0 CONNECTION FEES FOR NEW DEVELOPMENT

6.1 Snuneymuxw will:

- (a) on receipt of an invoice from the City, pay a new connection fee to the City with respect to connections made to any existing buildings on IR#4 at the time of commencement of services under this Agreement, at a rate equivalent to the City's Water Supply Development Cost Charge Bylaw rate from time to time applicable to similar new developments within City boundaries;
- (b) notify the City of the commencement of all new developments on IR#4 from time to time; and
- (c) on receipt of an invoice from the City, pay a new connection fee to the City with respect to each of those new developments, at a rate equivalent to the City's Water Supply Development Cost Charge Bylaw rate from time to time applicable to similar new developments within City boundaries.

The fee paid by Snuneymuxw under this section will be applied by the City towards the cost of future major capital works required within the City Distribution System, which includes water intake, storage and piping improvements and which could be related to or benefit the provision of water to IR#4.

- 6.2 For the purpose of this part 6, a "new development" will mean the construction of a new building, or units within a building resulting in multiple tenancies, on IR#4 or the alteration, renovation or change in the use of an existing building on IR#4, or the carrying-out of any construction, engineering or other operations in, on, over or under land on IR#4, which will result in the need for water to be supplied to the new development from the City Distribution System, and includes the Planned Developments;

7.0 WATER RESTRICTIONS

7.1 Snuneymuxw will:

- (a) take reasonable steps to adopt and to enforce bylaws governing water conservation and the imposition of water use restrictions on IR#4 that are substantively consistent with City bylaws in force from time to time related to water

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conservation and water use restrictions, with the intention of curtailing water consumption by residents and businesses on IR#4 to the same extent as the City may do outside IR#4;

- (b) not transmit the water provided by the City under this Agreement outside IR#4 for use or consumption outside IR#4;

8.0 INDEMNITY

- 8.1 Snuneymuxw shall indemnify and save harmless the City from and against all claims, actions, causes of action, suits or other liability resulting from any breach of any provisions of this Agreement to be performed by Snuneymuxw, except if caused by the negligence or wilful misconduct of the City. In addition to the foregoing, the Snuneymuxw shall afford the City and its employees and agents the same protection from liability as is provided under the *Local Government Act* R.S.B.C. 1996 c. 323 in respect of the City's activities elsewhere in the City of Nanaimo and, without restricting the generality of the foregoing, shall indemnify, defend and hold harmless the City from and against any and all claims, demands, actions, causes of action, losses, damages and costs of whatever kind on account of any actual or alleged loss, injury or damage to any person or to any property arising out of or in connection with the provision of or failure to provide potable water as required herein, if and to the extent that the City, its employees or agents would have otherwise been excused from liability for such loss, injury or damage pursuant to the *Local Government Act* but for the fact that such provision or failure to provide potable water is in respect of lands and occupiers of land on IR#4.
- 8.2 The City shall indemnify and save harmless Snuneymuxw from and against all claims, actions, causes of action, suits or other liability resulting from any breach of any provisions of this Agreement to be performed by the City, except if caused by the negligence or wilful misconduct of Snuneymuxw.

9.0 TERM

- 9.1 This Agreement shall come into full force and effect on the day first set out above and shall have an initial term of 40 years (the "**Term**").
- 9.2 At the written request of Snuneymuxw made during the year that is the 5th year before the end of the Term, or any renewal thereof, the City will agree to renew the Term of this Agreement for a further Term of 15 years, commencing that year, if the City determines, acting reasonably and in good faith, that it has sufficient water capacity in the City Distribution System to supply the forecast water consumption needs of the City and IR#4 for the applicable renewal Term.

10.0 DISPUTE RESOLUTION

- 10.1 The Parties agree that during the term of this Agreement and in the performance of each of their responsibilities under this Agreement, each of them will:
 - (a) make bona fide efforts to resolve by amicable negotiations any disputes arising between them under this Agreement; and

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- (b) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.
- 10.2 The Parties further agree to use their best efforts to conduct any dispute resolution procedure under this Agreement as efficiently and cost effectively as possible.
- 10.3 Where a dispute arising out of or in connection with this Agreement is not promptly resolved by amicable negotiations the Parties agree to attempt to resolve the dispute by mediated negotiation with the assistance of a neutral person mutually agreed upon, or should the Parties be unable to agree upon such person within 30 days of either Party serving notice of its intention to proceed to mediation, a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its *Mediation Rules*.
- 10.4 If the dispute cannot be settled within thirty (30) days after the mediator has been appointed or such lesser or longer period otherwise agreed to in writing by the Parties, the dispute will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, under its *Rules*.
- 10.5 Except where otherwise specified in this Agreement, any and all disputes between or among the Parties to this Agreement arising under, out of or in any way relating to this Agreement will be determined under this section.
- 10.6 Subject to any ruling or recommendation to the contrary by the Arbitrator or Mediator respectively, the Parties agree that the costs of such mediation or arbitration shall be shared equally between them. Costs in this context shall not include any costs incurred by a Party in preparation for and attending upon or settling a matter through mediation or arbitration.

11.0 NOTICE

- 11.1 Any notice, document, statement, report, demand or payment desired or required to be given or made pursuant to this Agreement will be in writing and may be given or made if delivered personally to the Party to whom it is to be given or made, delivered by electronic facsimile transmission or mailed in Canada with postage prepaid and addressed if to:

To the City:
455 Wallace Street, Nanaimo
British Columbia, V9R 5J6
Fax: 250-755-4435
Attention: Corporate Officer

To Snuneymuxw:
668 Centre Street, Nanaimo
British Columbia, V9R 4Z4
Fax: 250-753-3492
Attention: Band Manager

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- 11.2 A Party may change its address by giving the other Party prior notice of a change in address in accordance with this section and provided further that if there is a postal strike or other postal disruption, notice shall be personally delivered, not mailed.

12.0 GENERAL PROVISIONS

- 12.1 If there is a breach of this Agreement by Snuneymuxw, then the City may at its option notify the Snuneymuxw of such breach and give such time as is reasonable in the circumstances to remedy the breach. If the breach continues after the period of time provided to remedy the breach and the matter has not been referred to dispute resolution under section 10, or if the matter has been referred to and resolved or determined by dispute resolution proceedings and the breach continues thereafter, then in either case the City may at its option suspend the provision of water at one or more Connection Points until such time as the breach of this Agreement has been remedied.
- 12.2 All references to each Party are deemed to be references to the heirs, executors, administrators, successors, assigns, servants, agents and officials of the respective parties whenever the context so allows.
- 12.3 No party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including acts of God, fire, flood, explosion, strikes, lockouts or other labour disturbances, laws, rules and regulations or orders of any duly constituted governmental authority (other than laws, rules and regulations or orders of a party that affect its own performance).
- 12.4 Waiver of any default by either Party shall not be deemed to be a waiver of any subsequent default by that Party.
- 12.5 Section headings are included for convenience only and do not form part of this Agreement and shall not be used in the construction or interpretation of the Agreement.
- 12.6 No representations, warranties or conditions, express or implied, have been made other than expressed in this Agreement.
- 12.7 Should any clause or portion of this Agreement be declared or held invalid for any reason, the invalid portion shall be severed and the severance shall not affect the validity of the remainder.
- 12.8 This Agreement may be amended from time to time by Snuneymuxw and the City provided such amendments are in writing and executed by the Parties.
- 12.9 Time shall be of the essence in this Agreement.
- 12.10 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 12.11 Each of the Parties covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.

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12.14 Counterparts may be executed and delivered by the Parties to each of the other Parties by facsimile and/or other electronic means and if so executed and delivered, the counterparts shall be for all purposes as effective as if the parties had executed and delivered an original document.


Chief Douglas White III, Kwulasultun

(C/S)

SCHEDULE A

Indian Reserve Nanaimo River 4

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SCHEDULE B
Water Distribution System Plans

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[illegible]

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SCHEDULE D

CITY OF NANAIMO COUNCIL RESOLUTION

"IN CAMERA" MEETING held 2012-DEC-17

Water Servicing Agreement to the Snuneymuxw Indian Reserve Nanaimo River #4

It was moved and seconded that Council approve the attached Water Servicing Agreement to Snuneymuxw Indian Reserve Nanaimo River #4 and authorize the Mayor and Corporate Officer to execute the agreement. The motion carried

CERTIFIED CORRECT:



T. R. Samra,
CORPORATE OFFICER

SCHEDULE E

Snuneymuxw Band Council Resolution

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SCHEDULE E

BAND COUNCIL RESOLUTION

Chronological No. 2012-034
File Reference

NOTE: The words "From our Band Funds" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The Council of the		Snuneymuxw First Nation		Cash free balance	
				Capital Account	\$
Date of duly convened meeting		D	M	Y	Province
1 9 1 2 1 2					British Columbia
				Revenue account	\$

DO HEREBY RESOLVE:

Whereas that Snuneymuxw First Nation Chief & Council approve proceeding with the attached finalized agreement – Water Servicing Agreement Snuneymuxw Indian Reserve Nanaimo River #4,

Quorum 5

Karen Ahenakew
Councillor Karen Ahenakew

Douglas White II
Chief Douglas White II Kwakwaka'wakw
Councillor Emily Manson

James Seward
Councillor James Seward
John Wesley
Councillor John Wesley

Sandra Geod
Councillor Sandra Geod
Douglas J.C. White
Councillor Douglas J.C. White

Eric G. Wesley
Councillor Eric G. Wesley
Paul Wyse-Seward
Councillor Paul Wyse-Seward

William Yoachim
Councillor William Yoachim

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue	Expenditure	Authority (Indian Act Section)	Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
Recommending Officer Signature _____ Date _____			Recommending Officer Signature _____ Date _____		
Approving Officer Signature _____ Date _____			Approving Officer Signature _____ Date _____		

80-6 (12-05) 7530-21-036-0592

Canada