

## Notice of Meeting & Draft Agenda

### GALIANO ISLAND PARKS AND RECREATION COMMISSION

**DATE November 13, 2025 at 9:00 AM**

Galiano Library Meeting Room 1290 Sturdies Bay Road or Zoom

Zoom: <https://zoom.us/j/93440197493?pwd=Z1ZpVGpzbWx0aXFjWCszdzFIRWJxUT09>

Meeting ID: 934 4019 7493 Passcode: 646496

1. Call to Order & Land Acknowledgement
2. Approval of Agenda of Nov. 13, 2025
3. Adoption of Minutes Sept. 4 and Oct. 27, 2025
4. Delegations
5. Reports
  - 5.1 Betty's Place Update
  - 5.2 Shore Access and Trail Update
  - 5.3 Shore Stewards Update
  - 5.4 Treasurer's Report
6. Chair Report
  - 6.1 Master Planning Update
  - 6.2 Correspondence
  - 6.3 Commissioner Appointment Recommendations
7. New Business
  - 7.1 Maintenance Contract
8. Next Meeting
9. Meeting Adjournment

# **GALIANO ISLAND PARKS AND RECREATION COMMISSION**

## **DRAFT Meeting Minutes**

**Oct. 27, 2025**

1290 Sturdies Bay Road

**Present:** Commissioners Keith Erickson, Jim Henshall, Barry New, Murray Scadeng, Frank Dewaard, Eric Sherbine, Mechele Crocker(EP) **Regrets:** Cathy Clinton, Paul Brent.

**Staff:** Emma Davis(CRD Liaison) Lori Seay (EP),Michael Carrothers(Maintenance Contractor)

*EP=Electronic Participation*

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### 1. **CALL TO ORDER & LAND ACKNOWLEDGEMENT**

Call to order at AM. Chair Erickson provided a territorial acknowledgement.

### 2. **APPROVAL OF AGENDA**

**MOTION** by Commissioner , Seconded by Commissioner that the 27 Oct. 2025 agenda be approved. **CARRIED.**

### 3. **ADOPTION OF MINUTES:** Tabled.

### 4. **DELEGATIONS:** None.

### 5. **REPORTS**

**5.1 Shore Access and Trails Update:** Tabled.

**5.2 Maintenance Contractor Update:** A report was circulated prior to the meeting.

**5.4 Shore Stewards:** Tabled.

**5.5 Betty's Place update:** GIPRC Chair met with the Kennedy Advisory Committee to review Kennedy-related Master Planning results. The Committee noted that achieving Betty's full vision is outside the capacity of the Commission. The Committee will investigate opportunities for outside support.

Short term actions at the Kennedy site will focus on addition of a trail, garden consolidation and irrigation and this will be reflected in the 2026 GIPRC Master Plan. Michael and Comm. Erickson have roughly mapped a trail and will work in partnership with Trails and CRD to ensure the best route and connectivity to the island's trail network. A hydrology report may be sought because the neighbour has terminated access to their pond. Longer term plans include addressing the potable water supply and a decking assessment.

# **GALIANO ISLAND PARKS AND RECREATION COMMISSION**

## **DRAFT Meeting Minutes**

**Oct. 27, 2025**

1290 Sturdies Bay Road

### **5.6 Treasurer's Report:**

**5.6.1 September Financials:** Sept. 2025 financial statements were circulated before the meeting.

**MOTION** to accept the GIPRC financial reports for Sept. 2025 as circulated. M-Comm.Scadeng, S-Comm.Dewaard. **CARRIED.**

**5.6.2 Draft 2026 Budgets:** V.2 Draft 2026 Operating and Capital Budgets were circulated prior to the meeting.

**MOTION** to close the meeting in accordance with 90(1)(a) of the Community Charter. M- Comm. Erickson, S-Commissioner New. **CARRIED.**

The Commission closed at 9:35 AM and rose and reported at 10:50 AM.

**MOTION** to approve the GIPRC 2026 Operating Budget for CRD Recommendation. M-Comm. Scadeng, S-Comm. Dewaard. **CARRIED.**

**MOTION** to approve the GIPRC 2026 Kennedy Park Capital and Operating Budgets. M-Comm. Scadeng, S-Comm. Erickson. **CARRIED.**

**MOTION** to approve the 2026 Capital Budget as adjusted for CRD Recommendation. M-Comm. Scadeng, S-Comm. Henshall. **CARRIED.**

### **6. Chair's Report**

**6.1 Master Planning Update:** The Draft Master Plan, draft First Nations Engagement Capacity Funding Letter and draft "What We Heard" report are all in final review stages with CRD and the First Nations Engagement team. The Draft Master Plan will be circulated to Penelakut First Nation and Commissioners in early November. Following First Nations feedback, the final Master Plan is slated for January 2026 review by the Commission.

**6.2 Correspondence:** Montague toilet paper dispenser has been replaced with a tamper proof design following multiple reports of the toilet being routinely out of stock. CRD has confirmed that an arborist - Tyson Cornfield - has been contracted for future tree work.

# **GALIANO ISLAND PARKS AND RECREATION COMMISSION**

DRAFT Meeting Minutes

**Oct. 27, 2025**

1290 Sturdies Bay Road

**6.3 Commissioner Terms:** All Commissioners agreed to reach out to potential replacements prior to the new extended deadline for applications on November 10.

## **7. New Business**

**7.1 Contracts:** Current Maintenance Contract expires in Feb 2026 and will be reviewed at the October meeting.

ACTION: Lori will circulate the current Maintenance Contract to Commissioners in the Nov. 2025 agenda package.

**7.2 Zuker Project:** Comm. Crocker asked for further conversation on the project.

ACTION: Chair will follow up with Comm. Crocker regarding the Zuker project.

**8. Next Meeting:** 9:00 AM, Nov. 13. Galiano Library Meeting Room/Zoom.

**9. Adjournment:**

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# GALIANO ISLAND PARKS AND RECREATION COMMISSION

## DRAFT Meeting Minutes

**Sept. 4, 2025**

1290 Sturdies Bay Road

**Present:** Commissioners Keith Erickson, Barry New, Cathy Clinton, Murray Scadeng, Frank Dewaard, Eric Sherbine, Mechele Crocker(EP) **Regrets:** Director Paul Brent, Jim Henshall.

**Staff:** Emma Davis(CRD Liaison) Lori Seay (Recording), Michael Carrothers(Maintenance Contractor)

*EP=Electronic Participation*

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### 1. **CALL TO ORDER & LAND ACKNOWLEDGEMENT**

Call to order at 9:03 AM. Chair Erickson provided a territorial acknowledgement.

### 2. **APPROVAL OF AGENDA**

**MOTION** by Commissioner Erickson, Seconded by Commissioner Scading that the 04 Sep. 2025 agenda be approved as amended to include a closed session and Ready Step Roll project. **CARRIED.**

### 3. **ADOPTION OF MINUTES:** Deferred to the October meeting.

### 4. **DELEGATIONS:** None.

### 5. **REPORTS**

**5.1 Shore Access and Trails Update:** Sturdies Bay Trail Extension update expected shortly from CRD. The Commission has asked CRD to contact MOTT about next steps to improve pedestrian safety at the site.

**5.2 Maintenance Contractor Update:** A report was circulated prior to the meeting.

**5.3 Recreation Grants 2025:** Commissioner New will write a Recreation grants update for submission to the Active Page.

**ACTION:** Comm. New will send the draft Recreation Grants AP article to Lori by Sept.10.

**5.4 Shore Stewards:** Comm. Clinton reported that she is hearing regularly from stewards. One user of the Sturdies Bay Trail identified safety concerns regarding lack of signage around the school portion of the trail.

**5.5 Betty's Place update:** Another Kennedy master planning event was held on Aug. 31, with the final event slated for Sept. 14. GHCS has requested tenant support around solar lighting and generator operation. Comm. Henshall is

# **GALIANO ISLAND PARKS AND RECREATION COMMISSION**

## **DRAFT Meeting Minutes**

**Sept. 4, 2025**

1290 Sturdies Bay Road

working with a local contractor to address woodstove issues and WETT certification and will approach the plumber for a current year quote on potable water treatment. Correspondence was received from GHCS regarding solar and generator. Tenant is installing a solar gate and Commission will need to secure access.

**ACTION:** Chair will respond to the solar/generator request received from the GHCS and also clarify gate access and communication protocols regarding future requests. Chair will attend the next Kennedy Advisory meeting.

**5.6 Treasurer's Report:** August financial statements were circulated before the meeting.

**MOTION** to accept the GIPRC financial reports for Aug 2025 as circulated. M-Comm. Scading. S-Comm. Clinton. **CARRIED.**

**MOTION** to amend the 2025 Capital Budget by reducing Morning Beach costs by \$15000 and reallocating those funds as follows: \$8000 to Scorpion Beach and \$7000 to Cayzer. M-Comm. Dewaard, S-Comm. Clinton. **CARRIED.**

Draft 2026 Operating and Capital Budgets were circulated prior to the meeting and reviewed in detail. Commission committed to ongoing First Nations Engagement beyond the Master Planning process and will request that CRD allow unspent First Nations engagement funds from the current Master Plan be brought forward for additional First Nations engagement activities in 2026. The Commission agreed to reduce the parks maintenance budget by \$2,040 and put this towards the meeting expenses budget.

The Master Planning Committee will meet on September 17 to make recommendations for 2026-2030 capital planning.

**MOTION** to submit the 2026 GIPRC draft Operations Budget as amended, including the Recreation Grants and Kennedy Park(attached). M-Comm. Scadeng, S-Comm. Dewaard. **CARRIED.**

**ACTION:** Kennedy Master Planning Committee will communicate with the Treasurer regarding Master Planning implications for Capital planning. Lori to print paper copies to post on the Island to advertise the event. Emma to ask Galiano Club to include the event on their weekly "what's happening" email / social media post.

# **GALIANO ISLAND PARKS AND RECREATION COMMISSION**

## **DRAFT Meeting Minutes**

**Sept. 4, 2025**

1290 Sturdies Bay Road

### **6. CHAIR'S REPORT**

**6.1 Master Planning Committee:** CRD First Nations staff met with Tsawwassen First Nation regarding the GIPRC Master Plan in late August. Survey closes on September 15, 2025. An in-person Sat. Market information table and one Kennedy site tours are on the September schedule.

**6.2 Commissioner Recruitment:** Commissioners Erickson, Henshall, and New, Clinton and Scadeng's terms are expiring at the end of 2025. Commissioner Clinton and Scadeng have agreed to stand for another term. A call for commissioners will be published and posted to recruit additional Commissioners. CRD BOD has provided recruitment language to attract more diverse applicants.

**ACTION:** Emma will arrange the Commissioner ad for Active Page and Lori will share on social media.

### **7. NEW BUSINESS**

**7.1 Ready Set Roll:** The Commission agreed to refer the Ready Step Roll draft action plan to Comm. Henshall for review.

**ACTION:** Lori will ask Comm. Henshall to review the RSR Draft Action Plan and provide feedback on behalf of the Commission.

**7.2 MOTION** to close the meeting in accordance with 90(1)(a) of the Community Charter. M- Comm. Erickson, S-Commissioner Clinton. **CARRIED.**

The Commission closed at 10:50 AM and rose at 11:20 PM.

**MOTION** to remove the stairs at the Zuker access, install fencing and appropriate signage to warn users at their own risk. M-Comm. Clinton, S-Comm. New. **CARRIED.**

**8. Next Meeting:** 9:00 AM, Oct.27, 2025. Galiano Library Meeting Room/Zoom.

**9. Adjournment:** 11:39 AM.

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## **AGREEMENT FOR VENDOR SERVICES ("the Agreement")**

BETWEEN:

### **CAPITAL REGIONAL DISTRICT**

625 Fisgard Street, PO Box 1000,  
Victoria, British Columbia, V8W 2S6  
(the "**CRD**")

and

### **MICHAEL CARROTHERS**

61 Cemetery Rd.  
Galiano Island, BC, V0N 1P0  
(the "**Vendor**")

WHEREAS the CRD desires to engage the Vendor to provide services to the CRD and the Vendor has agreed to provide such services, upon the terms and conditions contained in this Agreement;

NOW THEREFORE it is hereby agreed as follows:

#### **1.0 Schedules**

1.1 The following Schedules form part of this Agreement:

|                                     |                                         |
|-------------------------------------|-----------------------------------------|
| Schedule A – Services               | Schedule E – Additional Terms           |
| Schedule B – Fees and Expenses      | Schedule F – Policy & Safety Compliance |
| Schedule C – Insurance Requirements |                                         |
| Schedule D – Vendor's Proposal      |                                         |

#### **2.0 Services**

2.1 The CRD agrees to engage the Vendor to provide the services described in Schedules A and D, in accordance with this Agreement (the "**Services**").

2.2 Where there is a conflict between Schedule A and Schedule D, Schedule A will prevail in respect of the conflict.

#### **3.0 Term**

3.1 This Agreement shall commence on the execution date (the "**Commencement Date**") and end on February 28, 2026.

3.2 CRD reserves the right at its sole discretion to extend the term for four additional one-year terms, upon satisfactory performance and mutual agreement.

#### **4.0 Fees**

- 4.1 The CRD agrees to pay the Vendor only the fees (including applicable taxes) set out in Schedule B, unless otherwise agreed in writing by the parties, for the Services provided by the Vendor under this Agreement (the "**Fees**").
- 4.2 Prior to the Commencement Date, the Vendor will provide the CRD with its GST registration number and any other applicable sales or value added tax registration numbers.
- 4.3 The CRD is not responsible for making deductions from Fees paid nor for remitting amounts to the Canada Revenue Agency for Employment Insurance and Canada Pension Plan.
- 4.4 The CRD shall make payments to the Vendor in accordance with Schedule A, subject to any statutory or regulatory holdback requirements, including but not limited to the *Builders Lien Act* as amended.

## **5.0 Expenses**

- 5.1 The CRD shall pay or reimburse the Vendor only for those reasonable and necessary expenses as set out in Schedule B, incurred by the Vendor in the ordinary course of performing the Services (the "**Expenses**") upon presentation of proper accounts, statements, invoices or receipts for such Expenses.
- 5.2 The Vendor will keep and maintain accurate time sheets, proper accounts and records of all expenditures in connection with the Services performed under this Agreement, and these shall at all times be open to audit and inspection by an authorized representative of the CRD.

## **6.0 Work**

- 6.1 The Vendor shall perform and shall ensure all its employees and subcontractors perform the Services with that degree of care, skill and diligence of contractors, employees and subcontractors performing services similar to the Services, to the satisfaction of the CRD.
- 6.2 The Vendor shall perform the Services within the time limits specified in Schedule A or, if no time limit is specified, the Vendor shall perform the Services promptly.
- 6.3 Subject to sections 10 and 11, the Vendor shall comply with and ensure its employees and subcontractors comply with the CRD's reasonable instructions given from time to time.
- 6.4 The CRD shall not be liable for any damage or loss to the Vendor's materials, equipment or tools including loss of use thereof, howsoever caused.

## **7.0 Work at Vendor's Own Risk**

- 7.1 The Vendor is responsible for their own due diligence and they acknowledge there is no substitute for their careful review of materials, solicitations, information, documentation, and investigations consistent with their area of expertise and with the standard of care set out elsewhere in this Agreement, and raising any concerns regarding the accuracy and completeness of such information with CRD at the earliest opportunity.

## **8.0 Guarantee of Workmanship**

Intentionally deleted.

## **9.0 Independent Contractor**

- 9.1 The legal relationship between the Vendor and the CRD arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render the CRD the Vendor's employer, or partner, or the employer of anyone working for the Vendor, and the Vendor must not do anything that would result in anyone working for the Vendor being considered the CRD's employees.

## **10.0 Compliance with Laws and Collective Agreement**

- 10.1 The Vendor shall comply with and cause its employees and subcontractors to comply with all applicable federal, provincial and local government laws, bylaws, rules and regulations in the performance of the Services.
- 10.2 Whenever in the performance of this Agreement any employee of the Vendor performs work of the same or a similar nature to work for which a position and wage is specified in the collective agreement between the Capital Regional District and the Canadian Union of Public Employees Local 1978 (the "Collective Agreement"), the Vendor shall, as required by Article 29.01 of the Collective Agreement, pay such employee a wage not less than the wage set out in the Collective Agreement. The Vendor shall require any permitted subcontractor to do the same. If evidence of non-compliance is found, the Vendor will resolve the non-compliance within 14 calendar days.

## **11.0 Workers Compensation Act**

- 11.1 Without limiting the generality of 10.0, the Vendor shall comply with and shall ensure all its employees and subcontractors comply with all obligations under the *Workers Compensation Act* (British Columbia).
- 11.2 The Vendor shall provide the CRD with evidence of the Vendor and subcontractors' compliance with its obligations under the *Workers Compensation Act* (British Columbia):
- (a) on or before the Commencement Date; and
  - (b) at any time during the term of this Agreement, upon request by the CRD.
- 11.3 The Vendor shall comply with applicable policies, safety programs, and additional terms in Schedules E and F to this Agreement.

## **12.0 Confidential Information, Intellectual Property and Privacy**

- 12.1 It is not anticipated that Confidential Information will be provided to the Vendor in relation to the services to be performed. If Confidential Information is provided, the Vendor may be required to enter into a separate confidentiality agreement to ensure that information is held in confidence and not disclosed.

- 12.2 It is not anticipated that Intellectual Property will be generated under this Agreement. If it is, the Vendor will be required to assign or waive rights, or obtain same from its employees or sub-contractors, for any Intellectual Property or moral rights arising and incorporated intellectual property of the Vendor necessary for the subject matter of this Agreement and the CRD's utilization of the work product.
- 12.3 The parties to this Agreement recognize that in the event of a breach by the Vendor of any of the requirements contained herein, the CRD shall be entitled to an injunction as may be appropriate to ensure compliance with this agreement.

### **13.0 Prime Contractor**

- 13.1 In accordance with section 118 of the *Workers Compensation Act* (British Columbia), the Vendor shall assume the role of Prime Contractor.
- 13.2 As Prime Contractor, the Vendor is responsible for ensuring that the activities of employees, workers, and other persons at the workplace relating to occupational health and safety are coordinated and for doing everything that is reasonably practical to establish and maintain a system or process that will ensure compliance with section 118 of the Act and Regulations in respect of the workplace.
- 13.3 As Prime Contractor, the Vendor is responsible for ensuring that it is aware of any workplace hazards and for taking the necessary steps to inform and train all workers in dealing with those hazards.
- 13.4 Prior to commencing work under this agreement and as Prime Contractor, the Vendor shall provide to the satisfaction of the CRD a site-specific safety management plan and any other safety documentation requested by CRD. The Vendor shall not commence work until such plan and material have been accepted.

### **14.0 Termination**

- 14.1 Notwithstanding any other provision in this Agreement, if the Vendor is in default in the performance of any of its material obligations in this Agreement, then the CRD may, by written notice to the Vendor, require such default to be corrected. If within ten (10) days after receipt of such notice the default has not been corrected or reasonable steps to correct the default have not been taken, the CRD, without limiting any other right it may have, may immediately terminate this Agreement and the CRD shall pay the Vendor that portion of the Fees and Expenses incurred pursuant to this Agreement equal to the portion of the Services that was completed to the CRD's satisfaction up to the date of termination, less any amounts necessary to compensate the CRD for damages or costs incurred by the CRD or by any person employed by or on behalf of the CRD arising from the Vendor's default.
- 14.2 The CRD may terminate this Agreement for any reason with written notice to the Vendor. If the CRD terminates this Agreement under this section 14.2, the CRD shall pay the Vendor that portion of the Fees and Expenses incurred pursuant to this Agreement equal to the portion of the Services that was completed to the CRD's satisfaction up to the date of termination.

- 14.3 Subject to the CRD's right to terminate for any reason or for cause and any right of set-off of the CRD, should the Vendor become unable to provide the Services under this Agreement, the Vendor may terminate with 30 days written notice to the CRD. The Vendor shall perform the services up to the effective date of termination and shall be entitled to be paid that portion of the Fees and Expenses incurred pursuant to this Agreement equal to the portion of the Services completed to the CRD's satisfaction up to the date of termination.

## **15.0 Indemnification**

- 15.1 The Vendor hereby agrees to release, indemnify and save harmless the CRD and its directors, officers, employees, volunteers, agents, and contractors from and against all claims, demands, complaints, actions, causes of action, suits, damages, losses (including personal injury and death), liabilities, including without limitation health and safety liability arising under the *Workers Compensation Act* or otherwise, expenses and costs (including, without limitation, actual legal fees and disbursements), arising from or caused by any errors, omissions or acts of the Vendor, its directors, officers, employees, agents and/or subcontractors arising from or in relation to this Agreement.
- 15.2 CRD shall never be liable to the Vendor for any special, indirect, incidental, punitive or consequential damages, including business interruption, economic loss, or loss of revenue, reputation, use of property or equipment, earnings, income or profits, even if the Vendor advised CRD of this possibility of such potential loss or damage in advance. The Vendor shall never be liable to CRD for any special, indirect, incidental, punitive or consequential damages unless CRD have advised the Vendor of this in advance in the solicitation and this possibility is documented otherwise or as a "liquidated damage" in Schedule "A".

## **16.0 Insurance**

- 16.1 The Vendor will maintain during the term and any renewal period the insurance, if any, set out in Schedule C and such other insurance as may be reasonably required by the CRD. If the Vendor fails to comply with any insurance requirements, the CRD may obtain and maintain the required insurance coverage at the cost of the Vendor and any amount of monies paid by the CRD on account thereof may be deducted by the CRD from any monies payable to the Vendor.

## **17.0 Dispute Resolution**

- 17.1 If a dispute arises between the parties under this Agreement the parties will make all reasonable attempts to resolve the dispute through good faith negotiations.
- 17.2 If the parties are unable to resolve the dispute in accordance with section 17.1 the dispute may, with the agreement of both the CRD and the Vendor, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them. The award of the arbitrator shall be final and binding upon the parties and the costs of the arbitration shall be divided equally between the parties.
- 17.3 Any dispute is to be resolved in the Courts of British Columbia and the parties attorn to the jurisdiction of British Columbia.

## **18.0 Additional Terms**

18.1 The terms and conditions attached as Schedule E form part of this Agreement.

**19.0 Governing Law**

19.1 This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. This Agreement is subject to all laws governing the CRD including the *Local Government Act*, *Community Charter* and the CRD's bylaws.

**20.0 Conflict**

20.1 If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, the provision in the Schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.

**21.0 No Duty of Care in Tort**

21.1 The Vendor acknowledges that the CRD, in the preparation of the Agreement documents, supply of oral or written information to the Vendor or other parties or review of proposals or the carrying out of CRD's responsibilities under the Agreement, does not owe a duty of care to the Vendor and the Vendor waives for itself, its successors and assigns, the right to sue the CRD and tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the request for proposals, supply of oral or written information to proponents, review of proposals, or carrying out of the CRD's responsibilities under this Agreement, as the case may be. For clarity, the Vendor may choose to sue the CRD in contract: this clause eliminates concurrent liability in tort and forces claims between the Vendor and the CRD to be brought pursuant to the law of contract.

**22.0 Amendments**

22.1 Any amendment to this Agreement must be in writing and signed by both parties hereto.

**23.0 Entire Agreement**

23.1 This is the entire Agreement between the CRD and the Vendor with respect to the Services to be provided by the Vendor to the CRD and supersedes any prior agreements with respect to such services whether written or oral and may not be modified except by subsequent agreement in writing executed by the CRD and the Vendor.

**24.0 Notices**

24.1 Notices provided under this Agreement shall be in writing and must be either personally delivered or sent by double registered mail to the addresses set forth below. A party may change the address set forth above by proper notice to the other.

The CRD: Capital Regional District  
Attention: Justine Starke, Manager, Service Delivery, Southern Gulf  
Islands Electoral Area

PO Box 1000, 625 Fisgard Street  
Victoria, BC V8W 2S6

The Vendor: Michael Carrothers  
Attention: Michael Carrothers  
Address: 61 Cemetery Rd, Galiano, BC, V0N 1P0

## **25.0 Assignment**

25.1 This Agreement shall not be assigned by the Vendor, without the prior written consent of the CRD.

## **26.0 Waiver**

26.1 No action or failure to act by the CRD or the Vendor shall constitute a waiver of any right or duty afforded any of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.

26.2 No reviews, approvals, or inspections carried out or information supplied by CRD will derogate from the duties and obligations of the Vendor (with respect to designs, reviews, inspections, approvals, or otherwise) and all responsibility related to the Services will be and remain with the Vendor. In no event will any acceptance, approval, inspection, or confirmation relieve you of your obligation for all aspects of the Services.

## **27.0 Enurement**

27.1 This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective employees and permitted receivers, successors and assigns.

## **28.0 Validity**

28.1 If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

28.2 It is understood and agreed that the covenants and agreements contained in paragraphs 4, 5, 7, 8, 9, 11, 12, 15, 16, 21, 26 and 28 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.

## **29.0 Time**

29.1 Time is of the essence of this Agreement.

This Agreement signed on the \_\_\_\_ day of \_\_\_\_\_, 2025 by the  
**CAPITAL REGIONAL DISTRICT** by its authorized signatory(ies)

Per:

\_\_\_\_\_  
Name (Print):

\_\_\_\_\_  
Name (Print):

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

This Agreement signed, sealed, and delivered on the \_\_\_\_19\_\_ day of February, 2025 by  
**MICHAEL CARROTHERS** by its authorized signatory(ies)

Per:

Per: Michael Carrothers  
Name (Print):

\_\_\_\_\_  
Name (Print):

[Signature]  
Signature:

\_\_\_\_\_  
Signature:

## **SCHEDULE A VENDOR'S SERVICES**

This Schedule forms part of the agreement between the Capital Regional District (CRD) and **Michael Carrothers** (the "Vendor") (the "Agreement").

The Contractor will assist the Galiano Island Parks and Recreation Commission (GIPRC) with shore access, trail, community park and toilet maintenance of the Galiano Island parks and trails.

The contractor will provide all equipment, other than existing equipment supplied by the CRD/GIPRC, needed to do the perform the duties under this contract.

The GIPRC will assign a commissioner to be the primary contact for the contractor to discuss any questions and resolve any issues or uncertainties that may arise. Site visits may be arranged if required to get clarification before work is undertaken.

### **Shore Access, Trail and Community Park Maintenance**

This work involves maintenance of the GIPRC shore accesses, community parks, the skate park, the Betty Kennedy property, and the Bell, Winstanley, and Sturdies Bay Trails, as follows:

1. The contractor is responsible for the construction, inspection, maintenance and repair of GIPRC community parks facilities and structures;
2. The contractor will provide an estimate to GIPRC if the materials required for maintenance will cost over \$500.00 before undertaking the repair work. Purchase materials required on the GIPRC account at the Galiano Trading Company Ltd. If not available at Galiano Trading Company purchase materials where available and submit invoices to GIPRC for payment.
3. The contractor will report all accidents, damage or safety concerns to GIPRC as soon as they happen or are discovered.
4. The contractor will ensure all work is performed safely and adheres to WorkSafeBC standards.
5. The contractor will follow all guidelines and restrictions issued by the Galiano Island Fire Departments for working in the forest and adhere to all closures during fire hazard season.
6. The parties agree that the CRD may purchase identical services from any other Contractor.

### **Archaeology and Protection of Heritage:**

7. The contractor will notify CRD staff in advance when work is being planned that involves ground disturbance, tree removal, or other activities that might impact an archaeological site or area of cultural importance. Notice of land altering activities must include a description of the location and the work required for heritage review prior to the work happening. This information may be presented by CRD staff to First Nations.
8. The Contractor will comply with all policies related to land alteration in accordance with the CRD archaeological policy, the BC Heritage Conservation Act, and chance find protocols.

The contractor will comply with directions of staff relating to archaeology and chance find protocols.

**Work Required:**

The contractor will:

9. Maintain all shore access trails, hiking trails and community parks' trails to the following standard to facilitate easy and safe passage for trail users:
  - a. Cut back and clear vegetation on the sides of the trails;
  - b. Prune/cut branches that pose a hazard or block passage;
  - c. Remove or repair tripping hazards (e.g. such as exposed roots);
  - d. Keep areas around benches trimmed to allow easy access.
  - e. Ensure trails, bridges, walkways, stairs and shoreline accesses are maintained to a standard of safety for the public.
  - f. Inspect park structures in all parks and trail areas on a regular basis and at a minimum, annually;
10. Keep the Skate Park mowed and free of garbage, including maintenance around play structures, toilet, tables, barriers, benches, etc. to maintain a neat appearance.
11. Conduct inspections twice annually (spring and fall) of all shore access trails, the Bell Trail and the Sturdies Bay trail. After each inspection, record observations, maintenance work completed and any recommendations and submit to CRD/GIPRC..
12. Replace faded or damaged signs and damaged posts from an inventory of signs and materials provided by GIPRC. Keep a record of all signs replaced and include the information in monthly reports to GIPRC
13. Pick up any garbage found on the shore accesses, trails and community parks, and dispose of it using the Galiano Island garbage service or off-island. Submit receipts to GIPRC for cost recovery.
14. Repair all wet areas and damage to any of the trails.
15. Move any fallen trees or branches off the shore access trails, hiking trails and community park trails.
16. Conduct regular assessments of hazardous/wildlife trees that are generally consistent with the [Wildlife Tree Committee of B.C.](#) standards. Record any trees or branches that are leaning over any of the trails and that may pose a safety hazard and record mitigation measures. Submit inspection reports to CRD/GIPRC.
17. The Contractor shall not fell trees but can perform brush clearing up to 6" diameter.
18. Remove broom from the trail head and parking area for each shore access, trail and community park.
19. Provide regular maintenance of the grounds and systems at the Betty Kennedy property, in accordance with GIPRC direction and/or approval of a management plan for the property.
20. Provide additional work as required to ensure maintenance of the GIPRC parks system is of a standard acceptable to CRD.

## **Toilet Maintenance**

### **Scope of Work:**

Maintenance will be conducted on a total of ten (10) toilets located at: Montague, Morning Beach, Gulfside, and Dewinetz shore accesses; the Skate Park at Lions Field, the entrance to the Recycling Depot on Sturdies Bay Trail, Retreat Cove, at the North Hall, at DL 79 Community Park, and at the Galiano Activity Centre.

### **Work Required:**

1. Ensure toilet facilities are maintained in a clean, safe condition with toilet paper and hand sanitizer dispensers stocked on a year-round basis. Purchase maintenance supplies required on the GIPRC account at the Galiano Trading Company or Acme Supplies and keep the receipts.
2. Inspect, maintain and repair toilet facilities on a weekly or more frequent basis during the busy season. Post signs inside each toilet with contact information for GIPRC.
3. Test the alarms monthly at the Montague toilet and replace batteries annually or more frequently if required.
4. Arrange to have the toilet vaults and portable toilets pumped as required. Schedule pumping of toilets by 3<sup>rd</sup> party service providers under contract with CRD/GIPRC. Ensure invoices for pumping are sent directly to GIPRC for payment.
5. Empty the garbage containers in each toilet as required and dispose of the garbage using the Galiano Island garbage service or off-island.
6. Each spring, wash down the interior walls of each toilet and repaint them if required to remove the mildew and give the toilets a clean, well-maintained look.
7. Report any hazards or safety concerns to GIPRC and recommend remedial action.
8. Immediately upon discovery, report any accidents, damage, vandalism, graffiti, etc. to GIPRC. Remove graffiti when it is discovered.

### **Reporting**

21. Provide a written report to GIPRC monthly, including an overview of the past month's maintenance work, any repairs undertaken, any further repair work anticipated.
22. Keep a records log of asset inspections and danger tree assessments.
23. Provide information to CRD staff as required from time to time, including information related to heritage reviews for land alterations.

### **Additional Work**

The Commission may, from time to time, request that capital improvement projects, considered to be outside the scope of the maintenance duties specified, (herein referred to as "Additional Work") be undertaken by the Contractor. If the Contractor agrees to take on such Additional Work, the Commission and the Contractor shall consult and determine a mutually acceptable timeframe and budget for the completion of the Additional Work. Such Additional Work would be performed by the Contractor according to the standards and on the terms, including rates, as set out in this Agreement. The Contractor is entitled to bid separately on capital projects that are agreed to be beyond the scope of additional work contemplated under this agreement.

## **SCHEDULE B**

### **FEES (Section 4) and EXPENSES (Section 5)**

#### **FEES**

This Schedule forms part of the agreement between the Capital Regional District (CRD) and Michael Carrothers (the "Vendor").

1. Rate of pay - \$60.00/hour
2. With no guaranteed minimum, the maximum amount payable for labour on an annual basis is \$70, 000 excluding GST.
3. Work related to the Betty Kennedy property will be billed separately.
4. The maximum amount billed for Betty Kennedy's is \$20 000.
5. The maximum amount billed for the rest of the GIPRC park system is \$50 000.
6. The annual maximums above may be increased by mutual agreement of CRD/GIPRC and the Vendor.

#### **EXPENSES**

Mileage for park maintenance activities will be reimbursed up to the annual maximum of \$5,000 for the estimated 8000 km annually.

Mileage will be reimbursed at a rate of \$0.62/km, as may be increased from time to time, on the same basis as the CRD pays its employees.

Additional fees and expenses will be determined and agreed upon prior to commencing a project. These may include:

- a) Ferry and accommodation expenses on the same basis as the CRD pays its employees when they are on travel status; and
- b) All expenses must be approved by the Capital Regional District. Expenses must be accompanied by receipts.

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Vendor on expenses described in (a) to (e) above to the extent that the Vendor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

#### **INVOICES**

In order to obtain payment of any fees and expenses under this Agreement, the Vendor must deliver to the CRD at the end of the Term or, if the Vendor completes the Services before that time, on the completion of the Services, a written invoice in a form satisfactory to the CRD containing:

- (a) the Vendor's legal name and address;
- (b) the date of the statement;
- (c) the Vendor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Vendor claims fees have been completed;

- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Vendor with receipts attached, if applicable, and, if the Vendor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Vendor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Vendor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Vendor's calculation of all applicable taxes payable by the CRD in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the CRD.

Payment will be made within thirty days of receipt of invoice. Expenses have been included in the fixed fee, as such, the CRD will not pay for any additional expenses.

## **SCHEDULE C INSURANCE AND REQUIREMENTS (SECTION 15)**

1. The Vendor shall, at its own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:
  - (a) **Commercial General Liability Insurance**
    - i) Commercial General Liability Insurance policy covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations;
    - ii) this shall be an occurrence-based policy with a three million (\$3,000,000.00) minimum limit;
    - iii) the Capital Regional District shall be named as an additional insured;
    - iv) the policy shall contain a separation of insureds, cross liability clause in its conditions;
    - v) the policy shall provide that no cancellation or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, or alteration has been given to the CRD; and
    - vi) the Vendor shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
  - (b) **Automobile Insurance**

If using a vehicle for CRD purposes under this contract, the Vendor shall maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence in respect of all vehicles owned or operated by the Vendor in connection with this agreement.
  - (c) **Property Insurance**

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the CRD will not be liable for any loss or damage to the Vendor's equipment including loss of use thereof. Each and every policy insuring Vendor's equipment to be used on this project shall contain a waiver of subrogation clause in the favor of the CRD.
  - (d) **Professional Liability (Errors and Omissions) Insurance**

If applicable<sup>1</sup>, the Vendor shall maintain Professional Liability (Errors and Omissions) Insurance coverage with a limit of not less than Five Hundred Thousand (\$500,000) per claim and an aggregate limit of not less than One Million (\$1,000,000) per policy period. The Vendor shall provide the CRD with a certificate of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.
2. The Vendor shall require that any and all of its Sub-Contractors provide evidence of comparable insurance in the name of the Sub-Contractor to that set forth under this schedule.
3. Maintenance of such insurance and the performance by the Vendor of its obligations under this schedule shall not relieve the Vendor of liability under the indemnity provisions set forth in this Agreement, nor shall it limit liability of the Vendor to the limits of any insurance policy.
4. The CRD may take out and maintain the insurance required by this agreement at the cost of the Vendor if the Vendor is in default under this Agreement.

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<sup>1</sup> Professional Liability insurance is only available to certain professions, such as Engineers and Geoscientists, Accountants, Architects, Planners, Insurance Brokers, Financial Planners, and the like.

**SCHEDULE D**  
**VENDOR'S PROPOSAL (Section 2.0)**

**SCHEDULE E**  
**ADDITIONAL TERMS (Section 17)**

**E.1 Definition of Confidential Information**

"Confidential Information" includes information constituting trade secrets or other proprietary business or technical information belonging to or controlled by us or our related parties, whether or not marked "Confidential" or "Proprietary" at the time it is disclosed. Confidential Information which is orally or visually disclosed will be identified as Confidential Information at the time of disclosure. Confidential Information will exclude information which (A) is in a party's possession at the time of disclosure, or is subsequently received by such party from sources who obtained the information lawfully and without any obligation of confidentiality to the other party, (B) has been independently developed by a party without reference to proprietary information of the other party, or (C) is or hereafter becomes part of the public domain otherwise than through disclosure by such party or any of its present or former directors, officers or employees.

## **SCHEDULE F POLICY AND SAFETY COMPLIANCE AGREEMENT**

### **F.1 Policies**

In any case where the Vendor, its employees or its sub-contractors, if applicable, shall be working alongside, interacting with or working in the vicinity of CRD employees or volunteers in the performance of the Agreement, the Vendor shall ensure that it and all its employees and sub-contractors, if applicable, comply and are familiar with the following CRD policies:

- Communicable Disease Prevention Plan
- Respectful Workplace, ADM73
- Violence in the Workplace Policy, ADM66
- Substance Use Abuse Policy, ADM64
- Smoking In the Workplace Policy, ADM58



Outlook

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## Galiano Island Parks Recreation Commission

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**From** Jamie Williams <jamiedwilliams@gmail.com>

**Date** Sat 2025-11-01 10:06 AM

**To** Galiano Island Parks and Recreation Commission <giprc@crd.bc.ca>

**CRD IT SECURITY WARNING:** This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

To whom it may concern,

I'm writing to apply for the vacant commissioner position with GIPRC.

My fondest memories involve nature, and the parks that enabled me to gain access to it. Growing up in Nelson, BC, Kootenay Lake Park and Kokanee Glacier Provincial Park were second homes for me. As early as primary school, we'd take class trips to learn about red fish salmon spawning, or go camping in the forests along the lake, have cook-outs and play frisbee on beautiful sand spit beaches. Later in life, I'd white water canoe down rivers, and go on treks to the glacier. Such moments of my youth are etched into my mind.

Hiking has also been a passion of mine for as long as I can remember. And has been a valued activity throughout my life, including when I lived in Japan throughout my twenties. I'd locate the trails and access points across the country, pack 2-3 days worth of food, and enter the bush on multiple-day hikes, solo. Only to return to the city and "civilization," refreshed, renewed and reconnected.

I've lived on Galiano now for 5 years. My partner and I fell in love with it (and were introduced to it) via Montague Harbour Marine Park (another park!). We now have a 3-year-old, who we are raising here on the island. And with him in mind, I write this application; I'd love the opportunity to assist in stewarding the land in order to help nurture this gorgeous island's parks, natural spaces and trails ... for myself and for future generations.

Sincerely,

Jamie Williams

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**Jamie Williams**

*Shop Producer / Rising Tide Boat Works*

Mobile: 604-834-4938

[risingtideboatworks.com](http://risingtideboatworks.com)

## **GIPRC Monthly Contractor's Report – October 2025**

Report by Michael Carrothers

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### **GIPRC System Wide Inspection:**

A requirement of the GIPRC Maintenance contract is that each year two system wide inspections are completed. With my return to this contract work in January this year I completed the first inspection that month in order to plan work, and I completed the second inspection this month, in October.

The inspection includes 50 items (trails, shore accesses, parks, toilets) located in 45 separate locations around the island. During the inspection I also conduct minor cleanup work on all trails, shore accesses and parks – bringing a hand saw and pruners along and hand pruning trails as needed and clearing larger fallen branches off of trails.

As well, the inspection of the full parks system gives me the opportunity to compile a list of work needing attention and helps in prioritizing tasks over the coming months. A full inspection report will be submitted to Jim and any issues falling outside of the scope of work of the contract will be brought to the attention of the commission for discussion.

### **Toilets:**

- Routine toilet cleaning, stocking and garbage removal for all 10 toilets
- Weekly maintenance for most toilets, (the minimum required by the CRD contract) with twice weekly maintenance of the Montague and Recycling toilets as they remain the busiest of the buildings
- **fMontague Vandalism** - Over the last couple months the toilet dispensers in this building have been broken open three times now with the jumbo toilet paper rolls being taken each time. The second and third time it was done the dispenser was damaged enough that it had to be replaced. I am looking into the cost/availability of metal dispensers through our supplier Bunzl that are designed to be more difficult to break open. Will replace the dispensers in this building with metal ones in an attempt to keep the building supplied with toilet paper
- Toilet pump outs - contacted Go Time, a company on Salt Spring that services a few porta-potties on Galiano monthly, they will be servicing the toilet on Sticks Allison in late November. This is a new approach to that toilet, to maintain the porta-potty more how they are meant to be maintained, with more regular treatment (including the blue water treatment to keep the smell down) rather than maintaining them in the same manner annually as the vault toilets. Also arranged the full annual toilet vault pump out with GFL for November

## **Shore Accesses, Trails and Parks:**

### **Skate Park**

- Mowed, trimmed full skate park once in October
- As part of the ongoing work to renew assets at the skate park I replaced the old split rail fence with Gord Reimer's great help. As part of replacing the old fence I also added an opening in the new fence as the majority of people that use the skate park enter from the parking area where they then have to step over the fence to access the park. There is now an opening in the fence to enter the park through. Work included:
  - Prepping rails - as this is a highly visible fence we split out the centres of many of the rails for a more aesthetic look, and longer lasting rails with the thinnest parts removed
  - Cut out and removed old fencing
  - Installed new fencing on cedar round halves, two thick rails high, using a variety of spiral spikes and structural screws as needed to secure the rails

### **Sturdies Bay Trail**

- Cut out and removed small diameter tree/bush on the section of sloped trail coming up from Gardner Rd to open up the trail as it was leaning into the trail creating an obstruction at the top of the slope. Pulled/cut out most roots and packed the ground where the roots were to create a better trail surface
- Trimmed and raked the section of trail above Murcheson Cove, (Gardner to Cayzer Rd.) This area grows back in quickly once the rains start again in fall

### **14 Mary Anne Point**

- Cut and removed a large diameter Arbutus fallen across the trail

### **15 Matthews**

- Cut and cleared an Alder tree fallen across the trail in drainage area
- A tree that had fallen on the road had been dragged into the parking area, I cut it smaller in order to drag it out of the way of vehicles driving into the parking area to avoid potential vehicle damage. If debris is not cleaned up by roads I will remove the debris in November

### **17 Zuker**

- Met on site with Shauna Huculak, CRD Archaeologist, to fully explore the site and come up with a solution to build stairs. Came to an agreement on a modified type of box stairs to limit ground disturbance, Shauna granted approval to complete the work
- Met with Jim afterwards to discuss the work going forward, I aiming to get the work started before the end of 2025, completing the work early 2026, weather permitting
- Removed all flags from the restoration work that were outside of the fenced area as requested by Shauna
- Blew leaves off of the gravel trail and the concrete stairs
- Cleaned leaves out of both drainage ditches

### **31 Zilwood**

- Blew off and raked trail - found a significant amount of loose rock, cones, leaves particularly on the slope and steps
- Blew off the gravel parking lot

### **33 Lodge**

- Blew off parking lot, full trail and multiple sets of stone stairs
- Light pruning on trail and parking lot

### **34 Shaws Landing**

- Blew and raked path
- Light pruning along path

### **37 Trincomali**

- Blew and raked path and steps to remove debris. This shore access has a significant amount of stone steps, as with Valerie's Place (below) keeping the steps clear of debris provides a safer descent to the shoreline

### **45 Heather**

- Blew leaves off the gravel parking lot, blew off and raked the path and stairs
- Pruning around the edges of the single vehicle parking area

### **48 Valerie's Place**

- Blew and raked off path to remove built up cones, leaves, branches and loose rock. This trail has approximately 50 stone steps that tend to catch and accumulate debris creating tripping/slipping hazards on the stairs
- Pruned branches in the parking area to keep it open for two vehicles

### **49 Consiglio**

- Cut and cleared 3 large diameter trees fallen across the trail
- Removed broken rotted tree fallen across the trail

### **50 Dewinetz**

- Removed fallen tree from trail
- Carried up beaten up suitcase found at the top of the stairs, bottom of the slope. Looked like it had been possibly carried up from the beach and left at the top of the stairs

### **Winstanley Rd Trail**

- Removed two fallen and broken up dead trees

### **Silu Park**

- Removed horse poo from parking lot on two occasions, also found horse poo and footprints on the trails in the park. The trails in the park were built to a pedestrian standard and some areas, particularly the switchback will not hold up well to horses. Will monitor equestrian use of the park

### **Sticks West Park**

- Cut out a clump of maple branches that had fallen across the trail

### **Tricia Way Park**

- Cut and cleared 4 very tall but small diameter dead trees, fallen and leaning over the trail
- Blew off the trail - which includes the built up gravel area in the wet lower area and all of the stone steps

### **Kennedy Property Work:**

- Took down all irrigation timers, removed batteries for winter storage
- Drained irrigation lines and left all taps on the irrigation system open for the winter
- Removed plug and drained irrigation Jet Pump for winter storage
- Checked on crawlspace - the leak has not started again, the Stor-Dry warm air circulator has helped to dry out the crawlspace after the leak, and I will be returning it to the pump house in November
- The GHCS installed the gate opener in October, I arranged with them to leave an opener fob in the lockbox to provide me with access to the property as the gate cannot be opened without the fob. They have ordered additional opener fobs
- Received a text from Lindsay from the GHCS about the small bird bath in the yard having fallen over and laying in pieces. I removed the pieces. The large bird bath behind the house remains, and I have been maintaining that one over the summer
- Gutters - cleaned out all gutters and filter screens for the rain water from the workshop, gator shed and garage. These gutters can become full of debris very quickly, and they are essential for building up water storage now that we no longer have access to the pond. The house gutters remain to be cleared out, which will be done in early November
- Winter repairs - with the work mode switching now to water collection I have found a few repairs that need to be completed on the collection system over the next few months and have started planning for them
- Met with Ed Andrusiak from the Master Planning Committee at his request to discuss the Kennedy property operating and potential capital costs
- Proposed Trails - met with Jim to walk some of the proposed trail areas, explored the rest on my own to work on an rough cost for the work
- Sent Shauna Huculak a report on the property and proposed trail work to get an idea for budgeting if any archaeology work could be involved
- Met with Eric to discuss a few challenges with the trail build, as well as costs. Also discussed capital work for the property, and I was asked to look into costs for the deck
- Deck - after inspecting the deck I spoke with Jim, Paul Longridge and a local carpenter that specializes in decks to come up with a rough idea of cost and options and passed it on to Eric and Murray

### **End of October Report**