

Policy Title: Comox Valley Regional District Parks: Leave a Legacy Program		Policy Number: P33	
Policy Category: Parks			
Approval Date: March 29, 2011		Policy Owner: Community Services	
Approved by: Board		File Reference: 0340-50	

Purpose

The “Leave a Legacy” program is designed to promote gifting of items such as benches, tables, kiosks, native plants, signs, viewing stands, bequests and land. The program aims to match parks needs with offers of gifts while fostering community pride and a sense of place.

The policy establishes a fee structure for standard park gifts; the length of time each gift is to remain in place; and guidance on the subsequent replacement or removal of gifts at the end of their life span.

Policy Statement

1. The Comox Valley Regional District (CVRD) will offer and operate a gift program which allows the public, businesses and organizations a choice of three types of gifts:

Standard Gifts: donations of a specific amount to cover the cost of installing typical park assets such as benches, tables, kiosks, native plants and signs in community parks, often in memory of someone.

Custom Gifts: contributions of no set amount which assist with the acquisition or development of parks such as a community group constructing a viewing stand, a business providing services "in-kind", or a donation of cash to assist with a service, land purchase or construction project.

Distinctive Gifts: securities, irrevocable beneficiary designations, bequests, eco-gifts and land donations.

2. Gifts must contribute to CVRD objectives. The items shall have community and political support, have aesthetic appeal, follow CVRD design standards and be placed in an appropriate location.
3. The CVRD will issue a tax-deductible receipt for gifts other than in-kind services. Where there is no set value for the donation the tax receipt will be based on a third party, professional appraisal or other external resource.
4. Standard gifts shall be recognized by a plaque or sign. Recognition of other gifts may include a plaque, sign, certificate, public announcement or advertisement, participation in an official opening, public unveiling, webpage or other acknowledgment in accordance with other CVRD policies and as approved by the Manager of Parks.
5. The donation of a gift does not entitle the donor to:
 - a) Any business from the CVRD; nor

- b) Any naming rights for CVRD facilities.
6. The CVRD reserves the right to:
- a) Determine the type and style of standard and custom gifts, taking into consideration maintenance requirements;
 - b) Approve the wording on plaques and other recognition items;
 - c) Remove, relocate or dispose any item for operational reasons. A reasonable effort shall be made to notify the donor if their donation is affected;
 - d) Use the lands adjacent to gifted items as it deems appropriate;
 - e) Not to accept a gift; and
 - f) Determine the use of gifts, if for whatever reason, the gift cannot be used as originally intended.
7. The location, design and installation of each gift is subject to the approval of the Manager of Parks at the CVRD. All gifts of securities and all gifts worth more than \$10,000 shall be subject to approval of the CVRD Board.
8. Gifts of land shall be subject to a risk assessment and clearance of any and all liabilities including a phase 1 environment assessment as well as approval of the CVRD Board.
9. Gifts of land under the Ecological Gifts Program administered by Environment Canada are subject to the terms of the *Income Tax Act* of Canada.
10. To assist potential donors in selecting a gift and location, CVRD staff will maintain a list of gifting opportunities. It is recognized that not all gifts will be desirable or appropriate at each park and that the number of available locations is limited.
11. Fees charged for each standard gift shall be as follows:

Gift	Fee	Gift	Fee
50 Native Plants	\$500	Kiosks	\$3,750
Benches	\$1,300	Park Entrance Sign	\$4,500
Tables	\$2,750		

These fees reflect the price of all materials and labour plus \$25 a year to cover the cost of maintaining the gift for up to ten (10) years. Where a gift is being shared by two or more donors, the fee will be split equally among the donors plus the cost of any additional plaques.

12. The CVRD shall maintain and repair standard gifts for a period of up to ten (10) years. At the end of the initial ten (10) year term, the original donor may renew their gift, at the current fee. Should the donor opt not to renew their gift the CVRD will have the option to offer the location to another donor, leave the gift in place or remove the item. The CVRD will offer the gift and plaque to the donor or their family, business or organization if the item is removed.
13. The CVRD will not replace the standard gift if destroyed. The donor may replace the gift for the remaining portion of their ten-year term for a fee equal to the cost of replacement.

Revision History

Approval Date	Approved By	Description of Change
August 11, 2020	Board	Housekeeping