

## CHAPTER 82

The Notre Dame University  
of Nelson Act, 1977

[Assented to 27th September, 1977.]

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:

Interpre-  
tation

## 1. In this Act

- "agreement" means the agreement set out in the Schedule;  
"board" means the board of the university;  
"chancellor" means the chancellor of the university;  
"former Act" means the *Notre Dame University of Nelson Act* repealed by this Act;  
"registrar" means the registrar of the university;  
"students" means students referred to in the agreement;  
"university" means the university continued under this Act.

Continuation  
of the  
university.

2. (1) Notre Dame University of Nelson continues as a corporation composed of the board and convocation of the university.

(2) The *Companies Act* does not apply to the university, but the Lieutenant-Governor in Council may, by order, direct that the *Companies Act* or a provision of that Act, applies to the university.

## The agreement.

3. (1) The Crown in right of the Province and the university are bound by the agreement and each may enforce the provisions of the agreement against the other.

(2) The agreement is confirmed and validated.

## The board.

4. (1) The board of the university is composed of

- (a) the chancellor, and
- (b) 4 persons appointed by the board.

(2) Persons appointed under subsection (1) (b) serve at the pleasure of the board.

(3) Notwithstanding subsection (1), until 4 persons are appointed under subsection (1) (b), the board consists of the persons serving on the board under the former Act immediately prior to the coming into force of this Act.

Powers of  
the board.

5. In order that the university may carry out its duties and responsibilities under this Act and the agreement and for no other purpose, the board has power

- (a) to manage the affairs of the university,
- (b) to confer degrees, including honorary degrees,
- (c) to make by-laws, rules and regulations,
- (d) to provide a pension scheme or plan, or retirement fund, for its staff on retirement, and to provide a fund, to be known as the "Notre Dame University of Nelson Scholarship Fund", for the assistance of students,
- (e) to appoint the persons referred to in section 4 (1) (b),
- (f) to wind up the affairs of the university,
- (g) to terminate the employment of employees of the university,
- (h) to determine the powers and duties of the chancellor and registrar, and
- (i) to appoint a senate to advise it on the granting of degrees.

**Officers.**

6. The officers of the university are the registrar and such other officers as the board may appoint and each has the powers and duties determined by the board.

**Regulations  
Act does  
not apply.**

7. The *Regulations Act* does not apply to regulations made by the board.

**Exemption  
from  
taxation.**

8. The university is not liable to taxation under the *Municipal Act*, the *Public Schools Act*, or the *Taxation Act*.

**Section 51  
of the  
Universities  
Act**

9. Section 51 of the *Universities Act* applies to the university.

**Appro-  
priation.**

10. Money required by the Government for the purposes of this Act shall, until March 31, 1978, be paid out of the Consolidated Revenue Fund without further appropriation.

**Repeal.**

11. The *Notre Dame University of Nelson Act*, S.B.C., 1963, c. 57 is repealed.

**Retroactive  
effect.**

12. This Act is retroactive to the extent necessary to give effect to its provisions.

## SCHEDULE

This Agreement dated the 31st day of May 1977

BETWEEN: NOTRE DAME UNIVERSITY OF NELSON,  
(hereinafter called the "University")

AND: HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA  
as Represented by the Minister of  
Education, the Minister of Highways  
and Public Works,  
(hereinafter called the "Province")

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises and of the terms, covenants and conditions contained and of the parties having entered into and executed this Agreement the parties covenant and agree with each other as follows:

### TRANSFER OF REAL PROPERTY

1. The University hereby agrees to convey all the real property held in the name of The University in the City of Nelson or elsewhere within the Province, together with all improvements thereon, the details of which are set out in Schedule A hereto, and listed as properties 1 to 27 inclusive to the Crown as represented by the Honourable the Minister of Highways and Public Works. The Province agrees that the properties numbered 1, 2, 3, 8, 10, 12, 13, 14, 17, 18, 26, and 27 (hereinafter called the "Campus") shall be held by the Crown, and reserved for post-secondary education. All the remaining properties, more specifically those numbered 4, 5, 6, 7, 9, 11, 15, 16, 19, 24, and 25 will not be subject to limitation on use by the Crown, and may be developed, managed or disposed of, at the discretion of the Minister of Highways and Public Works.

### LIABILITIES OF UNIVERSITY

2. The Crown agrees to assume all liabilities of the University, the payment of which have been secured by mortgages on the Lands as set out in Schedule B attached hereto, the responsibility therefor to be assumed effective May 31, 1977.

### STUDENT UNION BUILDING

3. The Province hereby acknowledges that the Notre Dame Student Union Building located on the Lands was erected by the Student Union, and recognizes the Student's Union investment in the building and agrees that in the provision of future post-secondary education on the Lands, similar arrangements to the ones now existing between the Union the University will be made for the benefit of the student organization functioning and for its use, enjoyment and operation of said building.

### SPECIAL LIABILITIES

4. a. The University agrees to discharge all of its outstanding contractual liabilities by December 31, 1977.

- b. The University agrees to discharge all of its indebtedness arising out of contracts it has made with its employees by December 31, 1977.
- c. The Province agrees to pay to the University, prior to May 31, 1977 the amount of \$835,000.
- d. The University agrees to apply the said amount of \$835,000 either in its entirety or so much of it as is required solely to the purposes of sub paragraphs (a) and (b) of this paragraph forthwith returning any surplus to the Minister of Finance.

#### ASSETS

- 5. a. The University agrees to transfer the ownership of all personal property of the University: furnishings, fixtures, equipment, which without limiting the generality of the foregoing, are more particularly described on the inventory list set out in Schedule C hereto, of a depreciated value of \$425,000 according to the Thorne Riddell Report. The Province agrees that it will, without charge, transfer or make available to the institution established or appointed to provide post-secondary education on the Lands (hereinafter called the "Educational Lessee") all such personal property.
- b. The transfer of personal property to the Crown shall also include the approximately 75,000 volumes of the University's library, valued at \$450,905.00 in the Thorne Riddell Report. The Province agrees that it will without charge, transfer or make available to the Educational Lessee all the volumes.
- c. Cash. After all accounts are settled, any outstanding balance will be transferred to the Minister of Finance.
- d. Special Assets.
  - i. Pension Funds

The University agrees to discharge all of its obligations with respect to any of its pension funds.

It is understood by the parties hereto that the Province does not and will not accept any asset from any pension fund of the University or any liability for any past, present or future claims against those funds or for any claim in connection with pensions attributable to employment with or services rendered for the University.
  - ii. Trust Funds

The University agrees to create a Trust, prior to May 31, 1977, and to transfer to it control and management of all endowment and restricted funds held in trust to provide scholarships and bursaries to support present and past Notre Dame University students completing degree requirements for a degree from Notre Dame University or other universities.

#### SPECIAL CONDITIONS

- 6. a. The University agrees to issue degrees prior to May 31, 1983 to students enrolled in the University prior to May 31, 1977 and who have completed the requirements of a degree programme.
- b. The Province agrees to enter into an employment contract with Mr. Martin Brown (hereinafter called "Brown"), assignable in the discretion of the Province, pursuant to which the Province will employ Brown in his present duties together with any duties that may be assigned to Brown by the Province from time to time, at Brown's present salary and benefits or for such salary and benefits as may be mutually agreed upon by Brown and the Province from time to time, for a maximum term of 5 years or for such shorter term as may be mutually agreed upon by Brown and the Province, providing always that the Province may dismiss Brown for just cause.

The Province agrees to enter into an employment contract, assignable in the discretion of the Province, with the present Bookkeeper of the University, at her present salary and benefits, for a maximum term of six months or for any lesser term as may be determined in the sole discretion of the Province from the date hereof unless the Province and the present Bookkeeper agree to a longer period.

c. Chapel

The Province agrees to retain the existing chapel on the campus as a place of worship to be made available to the religious denominations in the community of Nelson, as represented by the Ministerial Association of Nelson, and to require the Educational Lessee of the campus be responsible for maintenance and repair of the chapel.

d. Interim operation

The Province agrees to maintain the operation of the existing campus buildings, and will endeavour to provide continued employment to the necessary support staff until such operation is assumed by the Educational Lessee, provided that it is understood that the Province does not hereby guarantee such employment.

e. The Province agrees to honour those temporary obligations of the University at the date hereof and listed in Schedule D hereto, for the use of the existing campus facilities and other assets for the period 1 June, 1977 to 31 August, 1977.

FUNCTION

7. The Province agrees to continue to make the Campus available as a facility for post secondary education (hereinafter called the "facility").

IDENTITY

8. The Province agrees that the facility shall be named the David Thompson University Centre.

EDUCATIONAL PROGRAMMES

9. The Province agrees that courses should be offered at the facility that will enable students to begin and complete university degrees in Arts and Sciences, Education and Fine Arts. The Province will cause the Educational Lessee of the facility within the scope of its limits and authority to provide university level courses and programmes.

INTERIM REQUIREMENTS

10. The Province undertakes to protect the educational investment of the students presently enrolled at Notre Dame University. The Province further agrees to the concept of third and fourth year programmes at Nelson and will make all reasonable efforts to implement such programmes at the earliest possible date.

STUDENTS' SOCIETY

11. The Province agrees to encourage the maintenance of one student society to represent the interests of all students enrolled at the facility.

STUDENT TRANSFERS

12 The Province agrees, through the Universities Council and other agencies, to offer its assistance in obtaining the necessary waivers of regulations and respecting the admission of students in provincial universities in order that the University students transferring to these universities may complete their degrees without penalty

HEALTH RECORDS ADMINISTRATION

13 The Province agrees to continue to seek a resolution concerning the final disposition of the Health Records Administration Programme

AUDIT

14 The University agrees that its accounts and records shall be made available for examination during normal business hours by and on the request of the Comptroller-General, his officers or agents

AMENDMENT

15 The Province and the University agree that a Bill should be presented to the Legislative Assembly amending the *Notre Dame University of Nelson Act* to

- a ratify this agreement,
- b empower the University to carry out the promises, terms, covenants and conditions of this agreement and limit the powers of the University to the carrying out of the said promises, terms, covenants and conditions
- c empower the Province to carry out the promises, terms, covenants and conditions of this agreement
- d give retrospective effect to the agreement and to the powers of the parties to the agreement insofar as it is necessary for carrying out the promises, terms, covenants and conditions of the agreement

IN WITNESS WHEREOF the common seal of the University was hereunto affixed attested by the hand of its proper officer duly authorized in that behalf, and the Minister of Education and the Minister of Highways and Public Works have each hereunto set their hand, the day and year first above written

The Common Seal of NOTRE DAME  
UNIVERSITY OF NELSON was here  
unto affixed in the presence  
of "L J Hoole  
"R F Grant"

(common seal)

Signed by the MINISTER OF  
EDUCATION of the Province  
of British Columbia in the  
presence of

"P L McGeer"  
Minister of Education

James S Bennett"

Signed by the MINISTER OF  
HIGHWAYS AND PUBLIC WORKS  
of the Province of British  
Columbia in the presence of

"James S Bennett"

"T M Waterland"  
*acting Minister of Highways and  
Public Works*

## SCHEDULE A

To

AGREEMENT dated the 31st day of May, 1977 between the University of Notre Dame of Nelson and HER MAJESTY THE QUEEN in RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

- 1 Part of Block 56, D L 97 outlined in red on 96868 1, Except part in Plan 5148, D L 97, Plan 727, Kootenay District  
(Part of consolidated campus of Notre Dame University)
- 2 Parcel A (see 1524001) of Block 56 (assigned), D L 97, Plan 727, Kootenay District  
(Part of consolidated campus of Notre Dame University)
- 3 Lot 1, Plan 5148, D L 97 Kootenay District  
(Part of consolidated campus of Notre Dame University)
- 4 Lot A, D L 97, Plan 2855  
(902 West 10th Street)
- 5 Centre 40 feet of Lot 1, Block 27, D L 97, Plan 727  
(922 West 10th Street)
- 6 W 80' of Lot 1 Block 27, D L 97 Plan 727  
(924 West 10th Street)
- 7 Lot 1, Block 20, D L 97 Plan 2529  
(1202 Kokanee Avenue)

8. Part Lot 1, D.L. 97, Plan 7365.  
(723 - 10th Street).
9. Lot 1, Block 19, D.L. 97, Plan 727.  
(620 - 9th Street)
10. Lot 1, Block 30, D L. 97, Plan 727.  
(1304 Elwyn Street).
11. Lot 2, Block 19, D.L. 97, Plan 727.  
(Fronting Davies Street, between 9th Street and 11th Street).
12. W½ Lot 2, Block 30, D L. 97, Plan 727.  
(Fronting Davies Street, between 9th Street and 11th Street).
13. E½ Lot 2, Block 30, D L. 97, Plan 727.  
(Fronting Davies Street, between 9th Street and 11th Street).
14. S½ of Lot 1 and Lot 2, Block 31, D.L. 97, Plan 727.  
(On 12th Street, north of Davies Street).
- 15/16. Lots 1 and 2, Block 38, D.L. 97, Plan 727.  
(On 13th Street, between Government and Holland Street)
- 17/18. Lots 1 and 2, Block 43, D.L. 97, Plan 727.  
(On 12th Street, between Elwyn and Davies Street).
19. Part of D.L. 183 shown in red in Plan 4366-1  
(On Davies Street, west of the Burlington Northern Railway).
- 20/21/22/23  
Lots 1 and 2, Block 45, D.L. 97, Plan 727 and Lots 1 and 2, Block 44,  
D.L. 97, Plan 727  
(Fronting Burlington Northern Railway, between Kokanee and Davies  
Street)
24. Lots A, B, C and D, Block 15, D.L. 97, Plan 2855.  
(On Gordon Street, between 8th and 9th Streets)



25. Lots B and C, D.L. 97, Plan 2855.

(On Fell Street, west of 11th Street).

26A/26B.Lots 2 and 3, D.L. 97, Plan 7365.

(On 10th Street, between Elwyn Street and Kokanee Avenue).

27. That part of Lot 1 in Block 31, Nelson City, shown outlined in red, Sketch Plan 4366-1.

(On Elwyn Street between 11th and 12th Streets).

#### SCHEDULE B

TO

AGREEMENT dated the 31st day of May, 1977 between the University of Notre Dame of Nelson and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA.

#### Mortgages with Balance of Principal Due as of Last Semi-Annual Payment and Rate of Interest

Mortgage to the Roman Catholic Bishop of Nelson, Registered in the Land Registry Office in Nelson under No. D-3123;

\$643,557.40	March 1, 1977	8%
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Mortgage to the Roman Catholic Bishop of Nelson, A corporation Sole; registered in the Land Registry Office in Nelson under No. B-6987;

\$19,000.00	January 1, 1977	7%
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Mortgage to the Central Mortgage & Housing Corporation, registered in the Land Registry Office in Nelson under No. 65987 -D amended under No. 69176-D

\$884,890.54	December 1, 1976	5.125%
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Mortgage to the Central Mortgage & Housing Corporation, registered in the Land Registry Office in Nelson under No. B-6986

\$393,914.54	February 1, 1977	6.875%
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#### APPENDIX "C"

1. Use of Maryhall Cafeteria (space only) by various groups in the Kootenays for banquets, meetings, dances etc.

June 4 1977	West Kootenay Industrial First Aid Competition
June 11 1977	L.V.R. Graduation banquet
June 18, 19 1977	Nelson Gyro Club
July 23 1977	39er Reunion
July 29, 30, 31 & 1 August 1977	Kinsmen K40 Kinvention
August 6 1977	High School Reunion

2. Contract with President re use of residence to 30 June 1977
3. Rental agreements with students using Marianne Apartments (six extensions to 30 June 1977)

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in right of the Province of British Columbia  
1977