

VILLAGE OF HARRISON HOT SPRINGS NOTICE OF MEETING AND AGENDA

REGULAR COUNCIL MEETING

Date: Monday, January 7, 2013
Time: 7:00 p.m.
Location: Council Chambers, 495 Hot Springs Road
Harrison Hot Springs, British Columbia

1. CALL TO ORDER			
	(a)	Meeting called to order by Mayor Facio	
2. INTRODUCTION OF LATE ITEMS			
3. APPROVAL OF AGENDA			
4. ADOPTION OF COUNCIL MINUTES			
<input type="checkbox"/> Regular Council Meetings Minutes of December 17, 2012 <input type="checkbox"/> Public Hearing Record of December 17, 2012 <input type="checkbox"/> Kent-Harrison Joint Emergency Program Committee Meeting Minutes of September 12, 2012		<p>THAT the Regular Council Meeting Minutes of December 17, 2012 be adopted.</p> <p>THAT the Public Hearing Record of December 17, 2012 be received.</p> <p>THAT the Kent-Harrison Joint Emergency Program Committee Meeting Minutes of September 12, 2012 be received.</p>	<p>Item 4.1 Page 1</p> <p>Item 4.2 Page 7</p> <p>Item 4.3 Page 11</p>
5. BUSINESS ARISING FROM THE MINUTES			
6. CONSENT AGENDA			
i. Bylaw	Miscellaneous Fee Bylaw No. 1024 be adopted.		Item 6.i Page 17
ii. Agreements			Item 6.ii
iii. Committee/Commission Minutes			Item 6.iii

iv. Correspondence		
7. DELEGATIONS		
<input type="checkbox"/> Precise Parklink Inc.	Justin Powell – Precise Parklink Inc.	Item 7.1 Page 21
8. CORRESPONDENCE		
		Item 8.1
9. BUSINESS ARISING FROM CORRESPONDENCE		
10. REPORTS OF COMMITTEES, COMMITTEE OF THE WHOLE AND COMMISSIONS		
		Item 10.1
11. REPORTS FROM MAYOR		
L. Facio – verbal		
12. REPORTS FROM STAFF		
<input type="checkbox"/> Beach Playground Equipment	<p>Report of Manager of Planning and Community Services – January 2, 2013 Re: Beach Playground Equipment</p> <p>Recommendation:</p> <p>THAT Council select Swing Time Distributors LTD. (Blue IMP equipment) as the preferred proponent for playground equipment purchase and installation for the beach; and</p> <p>THAT Council authorize staff to spend up to \$100,000 of RMI funds on the purchase and installation of the playground sets on the beach.</p>	Item 12.1 Page 23
<input type="checkbox"/> Tenure Offer	<p>Report of Deputy Chief Administrative Officer/CO – January 2, 2013 Re: Tenure Offer – Application for a licence for public recreation purposes over Block B, District Lot 7211, Group 1, New Westminster District, containing 0.244 hectares</p> <p>Recommendation:</p> <p>THAT the tenure Offer over Block B, District Lot 7211, Group 1, New Westminster District, containing 0.244 hectares be accepted; and</p> <p>THAT the Mayor and Corporate Officer be authorized to execute the Acceptance of Offer of Licence.</p>	Item 12.2 Page 31

<input type="checkbox"/> Memorial Recognition Policy 4.2 Amendment	Report of Deputy Chief Administrative Officer/CO – January 2, 2013 Re: Memorial Recognition Policy 4.2 Amendment THAT Council approve the amendments to Memorial Recognition Policy 4.2	Item 12.3 Page 55
13. BYLAWS		
<input type="checkbox"/> Results of Public hearing (Dec. 17, 2012) – Zoning Bylaw No. 1020, 2012	Report of Manager of Planning and Community Services – January 2, 2013 Re: Results of Public Hearing (Dec. 17, 2012) – Zoning Bylaw No. 1020, 2012 Recommendation: THAT the “Harrison Hot Springs Zoning Bylaw 1020, 2012” be received for third reading and adoption.	Item 13.1 Page 61
<input type="checkbox"/> Rezoning Amendment Bylaw No. 1021, 2013 Rezoning Application – 775 Hot Springs Road	Report of Manager of Planning and Community Services – December 18, 2012 Re: Rezoning Application – 775 Hot Springs Road, Plan 35160, Lot 37, Section 12, Township 4, Range 29, Meridian W6, Land District NW Recommendation: THAT the Zoning bylaw amendment Bylaw No. 1021, 2013 be read a first time with a Public Hearing to be scheduled for February 4, 2013 with referrals to be sent to: (a) Village Engineer; (b) Fire Chief; (c) Ministry of Transportation and Infrastructure For comment prior to the bylaw being considered for second reading.	Item 13.2 Page 119
14. QUESTIONS FROM THE PUBLIC		
15. ADJOURNMENT		

4.1

**VILLAGE OF HARRISON HOT SPRINGS
MINUTES OF THE REGULAR MEETING OF COUNCIL**

DATE: December 17, 2012
TIME: 7:47 p.m.
PLACE: Council Chambers,
495 Hot Springs Road, Harrison Hot Springs

IN ATTENDANCE:

Mayor Leo Facio
Councillor Allan Jackson
Councillor Sonja Reyerse
Councillor John Buckley
Councillor Zoltan Kiss

CAO, Ted Tisdale
DCAO/Corporate Officer, Debra Key
Manager of Development Services, Ian Crane
Manager of Planning and Community Services,
Andre Isakov
Director of Finance, Dale Courtice

Recording Secretary, Krystal Sobie

ABSENT:

1. CALL TO ORDER

Mayor Facio called the meeting to order at 7:47 p.m.

2. INTRODUCTION OF LATE ITEMS

Report of DCAP re: Fire Department Remuneration policy be removed from the Agenda

3. APPROVAL OF AGENDA

Moved by Councillor Jackson
Seconded by Councillor Buckley

THAT the agenda be approved as amended.

**CARRIED
UNANIMOUSLY**

4. ADOPTION AND RECEIPT OF MINUTES

☐ Regular Council Meeting
Minutes – December 3, 2012

Moved by Councillor Jackson
Seconded by Councillor Reyerse

THAT the minutes of the Regular Council Meeting of December 3, 2012 be adopted.

**CARRIED
UNANIMOUSLY**

Errors and Omissions

Page 5 third motion is missing the seconder to the motion.

5. BUSINESS ARISING FROM THE MINUTES

Moved by Councillor Kiss
Seconded by Councillor Reverse

THAT Section V.18).3)3 flood control requirements setbacks be written in the zoning bylaw.

DEFEATED
OPPOSED BY COUNCILLOR JACKSON
OPPOSED BY COUNCILLOR BUCKLEY
OPPOSED BY COUNCILLOR REYERSE

6. CONSENT AGENDA

i. Bylaws

ii. Agreements

iii. Committee/
Commission
Minutes

- iv. Correspondence Letter from the Fraser Valley Regional District re: request for Public-Private Partnerships Canada dated November 29, 2012
- Letter from Gas Tax/Public Transit Management Services re: Gas Tax Agreement Community Works Fund Payment dated December 3, 2012

Moved by Councillor Jackson
Seconded by Councillor Buckley

THAT the correspondence be received.

CARRIED
UNANIMOUSLY

7. DELEGATIONS

8. **CORRESPONDENCE**

Letter from Courage to Come Back Awards re: Nominate your everyday hero for a 2013 Courage to Come Back award dated December 6, 2012.

9. **BUSINESS ARISING OUT OF CORRESPONDENCE**

10. **REPORTS OF COMMITTEES, COMMITTEE OF THE WHOLE AND COMMISSIONS**

Councillor Reyverse

Chamber of Commerce has discussed the upcoming events they are supporting/organizing for 2013:

Host a Business Excellence Awards on February 28, 2013

Second Annual Sasquatch Days

Canada Day activities Agassiz/Harrison

Heritage Run Fundraiser

Chamber Bursary to the AESS Student

Medal Rounds for Dragon Boat Festival

Harrison Beer Festival

Marketing workshop for their members

Christmas Crawl event

Bands on the Beach

Slow Food Cycle Tour in Agassiz

Monthly Observer/Chamber column

Monthly Fraser Valley business column

Spirit of the holidays festival of the trees

Donating funds to Agassiz food bank

Matching funds to Harrison for Christmas lights next year

Councillor Kiss

Attended an age friendly event at the District of Kent.

11. **REPORTS FROM MAYOR FACIO**

The Mayor reported that the Fraser Valley Regional District appointed Sharon Gaetz as chair and Councillor Patricia Ross as vice chair of the board.

The Mayor reported that the Fraser Valley Regional Hospital Board appointed Chuck Stam as chair and John Smith as vice chair of the board

The Mayor reported that the winners for the Residential Light Contest were:

*Village of Harrison Hot Springs
Minutes of the Regular Council Meeting
December 17, 2012*

620 McCombs - First Place
449 Eagle - Most Original
318 Miami River Drive - Honourable Mention
Black Forest Restaurant - Commercial Category
Harrison Village Staff Honourable Mention for Esplanade Avenue and
Front Entrance

Sunday December 16, 2012 attended the annual Songs of Christmas
with the Harrison Choir at the Memorial Hall

Gas Tax Agreement payment of \$46,000.00 was received

December 5, 2012 Harrison held the Joint Emergency Program meeting

January 27, 2013 Alzheimer's Society of British Columbia Walk

12.

REPORTS FROM STAFF

☐ Service Agreement – D.W.
McMullen & Associates
Limited

Moved by Councillor Buckley
Seconded by Councillor Jackson

THAT Council approve entering into a new Service Agreement with
D.W. McMullen and Associates commencing January 1, 2013 for a
period of four (4) years, expiring December 31, 2016 unless renewed or
extended by Council resolution prior to expiry of the agreement; and

THAT they Mayor and Corporate Officer be authorized to execute the
agreement.

**CARRIED
UNANIMOUSLY**

☐ Banking Service
Agreement

Moved by Councillor Kiss
Seconded by Councillor Buckley

THAT Council appoint Prospera Credit Union as the Village bank until
further notice with the Director of Finance being authorized to enter into
banking service agreements with Prospera Credit Union as required.

**CARRIED
UNANIMOUSLY**

☐ Celebrate Canada
Funding Application – July 1,
2012

Moved by Councillor Buckley
Seconded by Councillor Reyerse

THAT approval be given for staff to apply for funding from the
Canadian Heritage Celebrate Canada program for the purposes of
Canada Day celebrations for 2013.

**CARRIED
UNANIMOUSLY**

*Village of Harrison Hot Springs
Minutes of the Regular Council Meeting
December 17, 2012*

☐ Community War
Memorial Grant Program

Moved by Councillor Jackson
Seconded by Councillor Reverse

THAT the application to Veterans Affairs Canada for grant funding under the Community War Memorial Grant Program be referred to the next quarterly intake.

**CARRIED
UNANIMOUSLY**

13. BYLAWS

☐ Miscellaneous Fee Bylaw
No. 1024, 2012

Moved by Councillor Jackson
Seconded by Councillor Buckley

THAT Miscellaneous Fee Bylaw No. 1024, 2012 be read a first, second and third time

**CARRIED
UNANIMOUSLY**

14. QUESTIONS FROM THE PUBLIC

Q. Will there be more information on the costs associated with the Town Hall Meeting scheduled for January 17, 2013.

A. The cost was discussed at a previous Council meeting.

Q. Why does no one mention the cost or numbers at this meeting?

A. The cost for the D.W. Associates is \$924.00. The budget is set for \$1,000.00 for the Town Hall Meeting.

Q. The Paid Parking information meeting was very informative.

Q. Why did you schedule this Town Hall Meeting for January when small businesses are away?

A. We are unable to determine when everyone takes their vacations.

15. ADJOURNMENT

Moved by Councillor Reverse
Seconded by Councillor Buckley

THAT the meeting be adjourned at 8:33 p.m.

**CARRIED
UNANIMOUSLY**

Leo Facio
Mayor

Debra Key
Corporate Officer

VILLAGE OF HARRISON HOT SPRINGS
RECORD OF PUBLIC HEARING OF
ZONING BYLAW 1020, 2012

DATE: December 17, 2012
TIME: 7:00 p.m.
PLACE: Council Chambers,
495 Hot Springs Road, Harrison Hot Springs

IN ATTENDANCE: Mayor Facio
Councillor Jackson
Councillor Reyerse
Councillor Buckley
Councillor Kiss

Ted Tisdale, Chief Administrative Officer
Debra Key, Deputy Chief Administrative Officer/CO
Andre Isakov, Manager of Planning and Community
Services
Ian Crane, Manager of Development Services
Dale Courtice, Director of Finance

Krystal Sobie, Recording Secretary

**(1) Call to
Order**

CALL TO ORDER

Mayor Facio called the public hearing to order at 7:00 p.m.

(2)

PROCEDURE FOR PUBLIC HEARING

Mayor Facio read the opening statement and procedures for conducting the public hearing pursuant to Sec 890 and 892 of the *Local Government Act*.

Zoning Bylaw 1020, 2012

The Village's Manager of Development Services gave a brief overview and power point presentation of the proposed changes introduced in the new bylaw.

The Mayor reported that six (6) written submissions were received.

**VILLAGE OF HARRISON HOT SPRINGS
RECORD OF THE PUBLIC HEARING
OF ZONING BYLAW 1020, 2012
*December 17, 2012***

(3)

PUBLIC COMMENTS

John Allen 398 Hot Springs Road

- Objecting to the time allotment for the public comments.
- New schedules should have been added to 672
- This bylaw does not comply with the Official Community Plan.
- This bylaw is illegal and would not be held up in court.
- There was no discussion at any of the Advisory Planning Commission meetings ensuring that this new zoning bylaw complies with the Official Community Plan.
- Believes that Council is working under “the Harrison Horizon’s plan” which is an OCP plan prepared by Peter Kingma
- Canvas structure should be defined

Michael Scott 320 Clover Place

- agrees with Mr. John Allen’s comments

John Allen 398 Hot Springs Road

- Previous Public Hearing noted that any reference to riparian areas would be removed. Section 18 on page 15 still contains riparian area regulations.
- A – Riparian Area Regulations and flood control requirements are two separate items
- Natural boundary should be defined
- A – Schedule B is attached for reference
- Site specific applications should read “approval from the Ministry is required”
- Why are alluvial fans prohibited in the Village if there are none in the Village?

Peter Bugden 407 Miami River Drive

- Bylaw 1020 should be rethought

Leslie Ghezesan 811 Ramona Place

- Bylaw 1020 should be rethought

**VILLAGE OF HARRISON HOT SPRINGS
RECORD OF THE PUBLIC HEARING
OF ZONING BYLAW 1020, 2012
*December 17, 2012***

The Mayor called for a third and final time for submissions to Council regarding Bylaw No. 1020, 2012 Zoning Amendment

John Allen 398 Hot Springs Road

- There are actually two properties being rezoned; 880 and 905 Hot Springs Road
- The zoning map published in the newspaper is not the same map that is being considered in the zoning bylaw
- Requested that 398 Hot Springs Road was rezoned from C5 to C1 but was denied
- Why is the access road that is south of the reservoir access road and the Rainbows End Campground not being rezoned to P1?
- A- Advisory Planning Commission was involved in the process of reviewing of the zoning bylaw and ensuring it adheres to the Official Community Plan
- A- Flood control requirements have not changed from the current Zoning Bylaw
- A- 880 is one of the four properties that is currently non conforming. This property is being rezoned to residential to conform with the current OCP
- A- 905 Hot Springs Road is not being rezoned

The public hearing is now concluded.

(4) CONCLUSION

The public hearing concluded at 7:46 p.m.

Certified a true and correct copy of the record of the Zoning Bylaw 1020, 2012, Public Hearing held December 17, 2012 in the Council Chambers, 495 Hot Springs Road, Village of Harrison Hot Springs, BC

**Leo Facio
Mayor**

**Debra Key
Corporate Officer**

A Meeting of the Kent-Harrison Joint Emergency
Program Committee in the Emergency Operating Centre
Agassiz Fire Hall, Agassiz, BC
On Wednesday, September 12, 2012 at 11:43 a.m.

MINUTES

Present: District of Kent

Mr. J. Van Laerhoven, Mayor
Mr. H. Schwichtenberg, Councillor
Mr. W. Mah, Chief Administrative Officer (Chair)
Mr. M. Thiessen, Director of Engineering Services
Mr. W. Dyer, Fire Chief
Ms. C. Lee, Director of Corporate Services

Village of Harrison Hot Springs

Mr. Z. Kiss, Councillor
Mr. T. Tisdale, Chief Administrative Officer
Mrs. D. Key, Deputy Chief Administrative Officer/Corporate Officer
Mr. I. Gardner, Operations Manager
Mr. D. Driedger, Deputy Fire Chief

Others

Mr. R. Poulton, Kent-Harrison Emergency Program Coordinator
Mr. G. Basten, Kent-Harrison Deputy Emergency Program Coordinator
Mr. S. Falebrinza, Sergeant, Agassiz RCMP Detachment
Mr. R. Simon, BC Ambulance Agassiz
Mr. M. Anderson, Kent Harrison Search and Rescue
Mr. S. Watchorn, School District No. 78
Mr. A. Morrison, Regional Manager, Emergency Management BC (EMBC)

Regrets: Mr. L. Facio, Mayor (Harrison Hot Springs)
Mr. A. Fraser, Trustee, School District #78
Mr. J. Hoogendoorn, Kent Agricultural Advisory Committee

1 Call to Order

The Chair called the meeting to order at 11:43 a.m.

Introductions went around the table of all the members present.

2 Approval of Agenda

TISDALE/DYER

THAT the Agenda for the Kent-Harrison Joint Emergency Program Committee meeting of September 12, 2012 be approved.

CARRIED

3 Adoption of Minutes**3.1 Kent-Harrison Joint Emergency Program Committee of May 30, 2012.****Errors and Omissions**

On page three (3), Mr. Malfait's title is Roads and Drainage Leadhand.

SCHWICHTENBERG/KEY

THAT the Minutes of the Kent-Harrison Joint Emergency Program Committee meeting of May 30, 2012 be adopted as amended.

CARRIED

4 Business Arising from the Minutes**4.1 Review of Follow-up Sheet****From the meeting of May 30, 2012**

Item 3.1 – minutes of February 8, 2012 have been corrected.

Item 6.1 – application to Farm Credit Canada for mobile communications equipment has been submitted.

Item 6.2 – a meeting with parties involved will be occurring this week to discuss setting up a radio at the Harrison Fire Hall (alternate EOC).

Item 7.8 – Village Council has reconsidered its decision with respect to the Light USAR training and reaffirmed its decision not to participate.

4.2 Committee Contact List

The Committee Contact List is currently up to date with the exception of the new Unit Chief for BC Ambulance Agassiz. Information for Harrison Hot Springs' Deputy Fire Chief will also be added.

5 Delegations

6 Reports

6.1 Emergency Program Coordinator – June to August, 2012

The Emergency Program Coordinator presented the following verbal report:

With respect to the Farmed Animal Mass Carcass Disposal Plan thanks to Councillor Schwichtenberg, there are now three (3) members working on developing a Livestock Evacuation plan. These members include Mr. Jim Klop, Mr. John Hoogendoorn and Mr. Adrie Stuyt.

Concerning this year's freshet experience, it was as expected with the Fraser River peaking on June 27 at 11,800 cu³/s. In comparison today the Fraser River is at 2,000 cu³/s. The river level rose to 9.86 m at Hope and at 10 m we begin to worry. In comparison the river level today is at 4.5 m. The freshet was unusual due to the length of high water, which resulted in more seepage.

The Great BC Shakeout is scheduled at 10:18 am on October 18. Canada is divided into seven (7) seismic zones and we live in Zone 4. If we experienced ground movement above a magnitude six (6) then there may be possible infrastructure damage. School District 78 has been contacted regarding their participation in the Great BC Shakeout and Superintendent Nelson advises that 1,800 students and 150 teachers will be participating. Information on the Great BC Shakeout will be in the local newspaper.

The Emergency Social Services trailer was delivered yesterday. Thanks to the Deputy Emergency Program Coordinator for his assistance in choosing the decals.

The status of the Emergency Social Services program is that the Coordinator position has been advertised. Chilliwack and Hope have been notified and they are standby. The Provincial Emergency Program is also aware of our current situation.

It is important to educate the public on emergency preparedness and, as such, the Neighbourhood Emergency Preparedness Program (NEPP) needs to be reactivated.

A meeting will be occurring tomorrow with the EOC Communications Chief, Mr. Jim Turner, and Mr. Neil McLean, Harrison Fire Department, to discuss the logistics of setting up communication at the Harrison Fire Hall to act as the alternate EOC.

The fire hazard has dropped from high to moderate but dry weather is anticipated this week. Temperatures are expected to be above normal with below normal precipitation for this month so the fire hazard continues to build.

Councillor Kiss expressed an interest in assisting the Emergency Program Coordinator with the NEPP.

6.2 Update on Emergency Evacuation Route

The Regional Manager of EMBC advised that there has been very little progress with respect to the joint Council's request for the Province to consider developing an emergency evacuation route through Deer Lake.

The Chilliwack Forest District Manager, Mr. Allan Johnsrude, and BC Parks Manager have been contacted. The Mahood Creek Bridge is currently in place with active logging. BC Parks is open to the concept of an emergency evacuation; however, no commercial vehicles will be permitted in accordance with the *Parks Act*.

Based on information in the file, the expected cost for the road infrastructure is approximately \$200,000 through Deer Lake. In comparison the Hicks Lake route is estimated to be \$500,000.

Discussion related to the ownership and size of the bridge; Ministers' meetings at the Union of British Columbia Municipalities' (UBCM) Convention; ability to access through private property during a State of Emergency.

The Regional Manager of EMBC recommended that a meeting be scheduled with BC Parks, Chilliwack Forest District and representatives from the two municipalities after the UBCM Convention.

The Chair suggested that both municipalities should also try to arrange a meeting with BC Parks to seek funding for the emergency evacuation route.

7 Correspondence (Receive for information)

7.1 E-mails sent July 18 and August 23, 2012 from ShakeOut BC – *2012 Great British Columbia ShakeOut Earthquake Drill, October 18 at 10:18 a.m.*

7.2 Press Release dated July 24, 2012 from the District of Kent – *Disaster Financial Assistance*

Both the Village and the District will be submitting claims under the Disaster Financial Assistance Program.

7.3 Job Posting – *Emergency Social Services Coordinator (Volunteer)*

The Chair advised that one application has been received; however, as an interview and reference check has not yet been conducted we are unable to release the name of the applicant.

8 New Business/Other Business

9 Adjournment

SCHWICHTENBERG/KISS

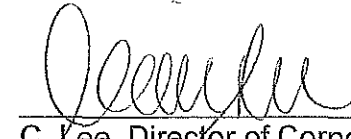
THAT the meeting be adjourned at 12:10 p.m.

CARRIED

CERTIFIED CORRECT:



W. Mah, Chairman
Joint Emergency Program Committee



C. Lee, Director of Corporate Services
District of Kent

VILLAGE OF HARRISON HOT SPRINGS

HARRISON HOT SPRINGS

Naturally Refreshed

BYLAW NO. 1024

WHEREAS the Village of Harrison Hot Springs has deemed it advisable to establish miscellaneous fees in respect of all or part of a service of the municipality and the use of municipal property;

NOW THEREFORE in open meeting assembled, the Mayor and Council of the Village of Harrison Hot Springs enacts as follows:

1. **CITATION**

This Bylaw may be cited for all purposes as the "Village of Harrison Hot Springs Miscellaneous Fee Bylaw No. 1024, 2012".

2. **FEES**

The fees established will be in accordance with Schedule "A" attached hereto and forming part of this bylaw.

3. **REPEAL**

Bylaw 964, 2011 cited as "Miscellaneous Fee Bylaw No. 964, 2011" is hereby repealed in its entirety.

Bylaw 1016, 2012 cited as "Miscellaneous Fee Amendment Bylaw No. 1016, 2012" is hereby repealed in its entirety.

4. **READINGS AND ADOPTION**

READ A FIRST TIME THIS 17th DAY OF DECEMBER, 2012

READ A SECOND TIME THIS 17th DAY OF DECEMBER, 2012

READ A THIRD TIME THIS 17th DAY OF DECEMBER, 2012

ADOPTED THIS DAY OF JANUARY 7th, 2012

Mayor

Corporate Officer

SCHEDULE "A"

MISCELLANEOUS FEES

Administration Fees

1.	COPIES	<ul style="list-style-type: none"> • Photocopies <ul style="list-style-type: none"> Plans (A1 size) \$ 0.30 Other \$ 6.00 Laminating \$0.10 per sq in. Add \$1.00 Audio Disk \$ 10.00 • Colored copies \$ 1.00 • Official Community Plan \$ 75.00 • Zoning Bylaw \$ 50.00 • Subdivision Bylaw \$ 50.00 • Building Regulation Bylaw \$ 50.00 • Design Guidelines \$ 50.00 • Offsite legal plans/blueprints \$ 25.00 <p>Actual cost plus 15%</p>	
2.	TAX CERTIFICATES	<ul style="list-style-type: none"> • Tax certificates – each \$ 25.00 	
3.	OTHER	<ul style="list-style-type: none"> • NSF Cheque Charge \$ 25.00 • Oaths and Affidavits \$ 20.00 • For obtaining property title search from Land Title Office (per title) \$ 10.00 	

Public Property or Facility for Events, Functions or Activities
--

1.	APPLICATION FEE	<ul style="list-style-type: none"> • Non-refundable application fee per event - Up to 100 people - More than 100 people 	\$ 100.00 \$ 500.00
2.	DAMAGE DEPOSIT	<ul style="list-style-type: none"> - Up to 100 people - more than 100 up to 500 - greater than 500 	\$ 500.00 (maximum) \$ 2,000.00 (maximum) \$ 2,500.00 (maximum)
3.	LIABILITY INSURANCE POLICY	<ul style="list-style-type: none"> - up to 100 people - more than 100 	\$2,000,000.00 \$5,000,000.00

Memorial Hall Damage Deposit & User Fee
--

	USER GROUP	FEE
1.	Festival	\$100.00/yr + \$25/use for revenue generating events Plus applicable taxes
2.	Community Groups – Frequent Users	\$100.00/yr + \$25/use for revenue generating events Plus applicable taxes
3.	Private Rentals - Resident and Business owners (Noncommercial events)	\$400.00 per day (day is 8:00 a.m. – 2:00 a.m.) Or \$ 50.00 per hour Plus applicable taxes
4.	Private Rentals (Non-Resident)	\$750.00 per day (day is 8:00 a.m. – 2:00 a.m.) Or \$ 90.00 per hour Plus applicable taxes

2.	DAMAGE DEPOSIT	<ul style="list-style-type: none"> • Damage deposit 	Up to a maximum of \$ 500.00
----	----------------	--	------------------------------

Public Works Services & Fees

1.	LABOUR	<ul style="list-style-type: none"> • As per the current CUPE Local 458 hourly rate plus 50% overhead 	
2.	EQUIPMENT	<ul style="list-style-type: none"> • Backhoe • John Deere • Pick-up Truck • Dump Truck • Kubota 	\$ 45.00/hour \$ 22.00/hour \$ 9.00/hour \$ 35.00/hour \$ 17.00/hour



VILLAGE OF HARRISON HOT SPRINGS

Request to Appear as a Delegation

In order to make a presentation to Council at a Council Meeting, you are required to submit a written request to the Corporate Officer no later than 4:30 p.m. on the Wednesday before the regular meeting. The request can either be a copy of this completed form or a separate letter that you have written which contains the information requested on this form. Any background materials are appreciated and will be circulated to the Mayor and Council with the agenda. You can submit your request in person, by mail at PO Box 160 Harrison Hot Springs, BC V0M 1K0, fax at 604-796-2192 or e-mail at dkey@harrisonhotsprings.ca.

The Administration Department will advise you when you are scheduled to appear before Council. Council meetings commence at 7:00 p.m. in the Village's Council Chambers at 495 Hot Springs Road, Harrison Hot Springs, BC.

You are limited to a maximum of 10 minutes to present your material, regardless of the number of presenters in your delegation.

Date: December 21, 2012 Requested Meeting Date: January 7, 2013
Organization Name (if applicable): Precise Parklink Inc.
Name of Presenter: Justin Powell
Name of Applicant if Other than Above: _____
Contact Phone Number & E-Mail: 604 235 1380 jpowell@precisebicom
Mailing Address with Postal Code: 6993 Antrim Avenue Burnaby BC V5J 4M5
Audio/Visual requirements: Projector
Topic: Pay Parking
Action you wish Council to take: Approve Pay Parking implementation.



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** January 2, 2013

FROM: Andre Isakov,
Manager, Planning and Community Services **FILE:** 6200-01

SUBJECT: Beach Playground Equipment

ISSUE: Staff are ready to present the plan for the playground equipment for the beach.

BACKGROUND: Council has identified new playground equipment for the beach area as a priority Resort Municipality Initiative (RMI) project. With direction from Council, staff requested proposals from playground equipment providers to design, supply, and install playground for the beach area.

The municipality received three submissions for playground equipment from Landscape Structures (distributor for Habitat Systems), RecTec Industries (distributor for Kompan), and Swing Time Distributors (distributor for Blue IMP).

To review the proposals, staff formed a proposal review committee made of Teresa Baxter, Ian Gardner, and Andre Isakov. The proposal review committee evaluated the proposals based on the criteria that examined equipment quality, user play value, aesthetics, and price. Following the review, committee unanimously recommended the proposal by Swing Time Distributors (distributor for Blue IMP equipment) as the preferred proponent.

The proposal by Swing Time Distributors outlines two playground areas with a junior and a senior playground sets. The new senior playground equipment set is to replace the current equipment near the swings on the beach. The senior playground set has a ship theme. Please refer to the attached playground sketches. The new junior set will be located just above the senior playground on the currently graveled strip adjacent to the plaza. The junior set also has a marine theme and will feature two spring toys. Both playground sets feature several slides and other popular playground activities. The playground areas will have appropriate ground coverings and will meet all other current safety standards. The proposal outlines equipment that comes with warranty, safety and quality certifications, green statement, and is made in Canada. The proposal cost comes at \$94,805 and this includes just over \$10,000 in HST.

ATTACHMENTS:

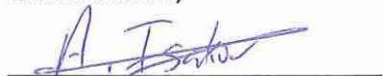
- 1) Swing Time Distributors playground proposal sketches.

RECOMMENDATION:

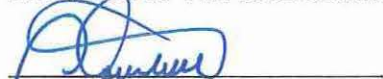
THAT Council select Swing Time Distributors LTD. (Blue IMP equipment) as the preferred proponent for playground equipment purchase and installation for the beach;

AND THAT Council authorise staff to spend up to \$100,000 of RMI funds on the purchase and installation of the playground sets on the beach.

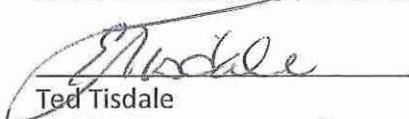
Respectfully submitted for your consideration;



Andre Isakov
Manager of Planning and Community Services

DIRECTOR OF FINANCE COMMENTS:


Dale Courtice
Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:


Ted Tisdale
Chief Administrative Officer



reverse view

Note: Colours shown may not accurately reflect actual colours.

BLUE IMP
Play Strong.

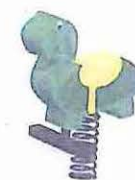
Beach Park - Senior Option 1

job #: J01295

layout number: I00748-C1



reverse view



Note: Colours shown may not accurately reflect actual colours.

Beach Park - Junior Option 1

job #: J01295

layout number: A00514-C1

BLUEIMP
Play Strong.

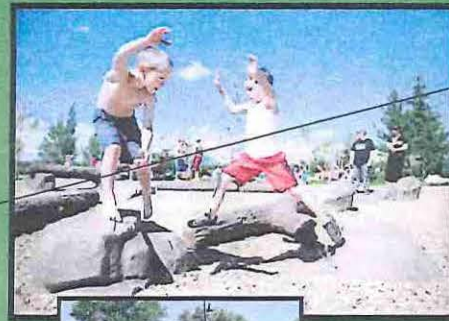
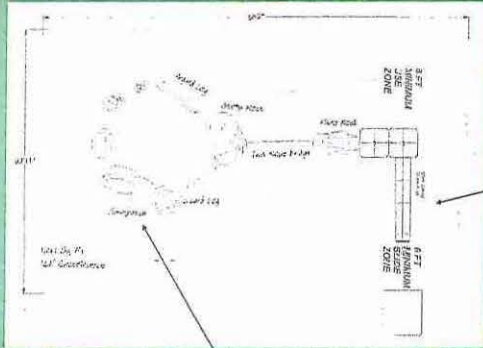
Harrison Hot Springs Resort

Harrison Hot Springs, BC September 28, 2012 62972-2-1



Harrison Hot Springs

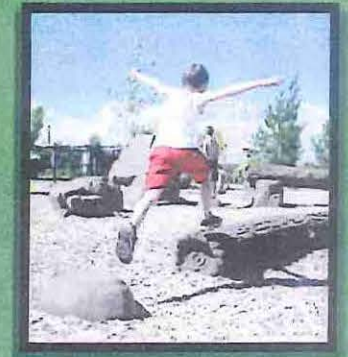
School Age Area



Custom Structure



Rhino Rock



Custom Sasquatch

Angled Log

3 x Hop Rocks

Stump Rock

Two Rope Bridge

Lizard Log



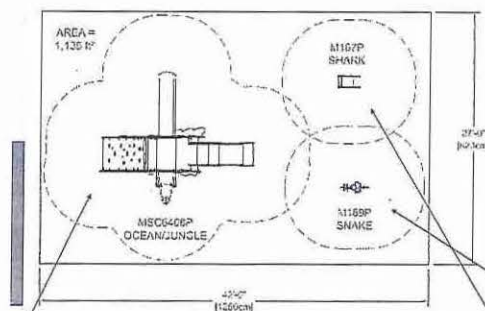
RecTec
INDUSTRIES INC.
Toll Free 800.667.8141
www.rectecindustries.com

Harrison Hot Springs

Preschool Area



Front View



Back View



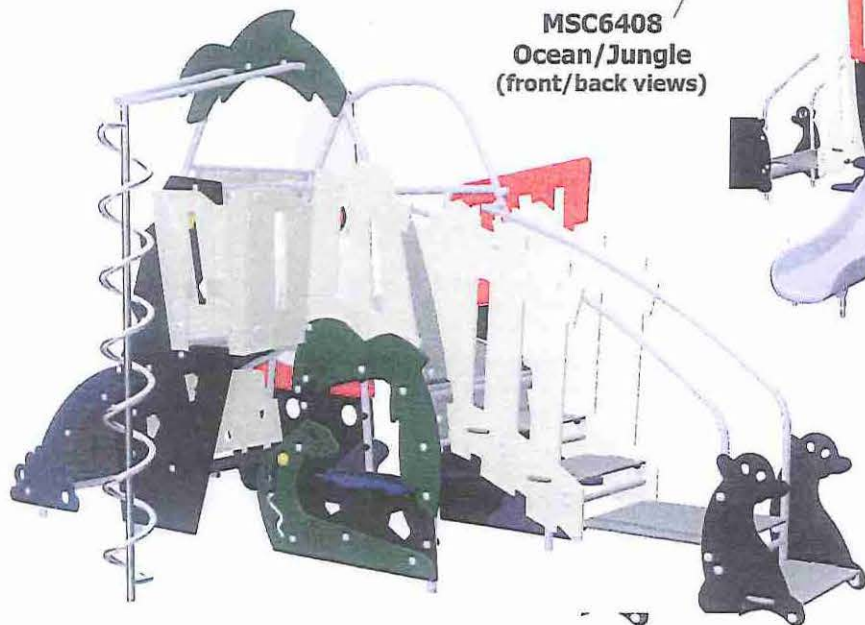
MSC6408
Ocean/Jungle
(front/back views)



M169 Snake



M167 Shark





VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO:	Mayor and Council	DATE: January 2, 2013
FROM:	Debra Key, Deputy Chief Administrative Officer/CO	FILE: 2380-20-03
SUBJECT:	Tenure Offer – Application for a licence for public recreation purposes over Block B, District Lot 7211, Group 1, New Westminster District, containing 0.244 hectares	

ISSUE:

To accept the Tenure Offer for a Licence of Occupation for public recreation.

BACKGROUND:

On March 1, 2010, Council approved a resolution to authorize staff to apply to ILMB (now known as Ministry of Forests, Lands and Natural Resources) to renew the Licence of Occupation (Foreshore Licence) and to include Block B. An application was forwarded to the Ministry on March 8, 2010. Block B is currently under Notation of Interest – Reserve No. R082124 for community planning and development purposes.

The Village's request to include Block B in the Foreshore Licence was to provide additional use consistent with the current Foreshore Licence for the purpose of providing public enjoyment and recreation such as boating, swimming, fishing and other related recreational use. This would also include the provision to provide non-profit organizations the use of the water lot for public recreation purposes.

The Tenure Offer was received January 2, 2013 for a separate Licence of Occupation. The Licence of Occupation is for a period of eight (8) years. Staff has had opportunity to review the offer and recommends acceptance of the tenure offer.

RECOMMENDATION:

THAT the Tenure Offer over Block B, District Lot 7211, Group 1, New Westminster District, containing 0.244 hectares be accepted; and

THAT the Mayor and Corporate Officer be authorized to execute the Acceptance of Offer of Licence.

Respectfully submitted for your consideration;



Debra Key
Deputy Chief Administrative Officer/CO

DIRECTOR OF FINANCE COMMENTS:



Dale Courtice
Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:



Ted Tisdale
Chief Administrative Officer



RECEIVED

JAN 02 2013

BY V. OF H.H.S.

Ministry of Forests, Lands and
Natural Resource Operations
200-10428 153 St
Surrey, BC V3R 1E1

Telephone No: 604-586-4412
Facsimile No: 604-586-4444

HST Registration No: R107864738

Your contact is: Carol Johnson

Our file: 2410611

TENURE OFFER

December 19, 2012

THE VILLAGE OF HARRISON HOT SPRINGS
PO Box 160
Harrison Hot Springs, BC V0M 1K0

Re: Your Application for a Tenure over Crown Land

Your application for a licence for public recreation purposes over:

BLOCK B OF DISTRICT LOT 7211, GROUP 1, NEW WESTMINSTER DISTRICT,
CONTAINING 0.244 HECTARES

(the "Land") has been accepted by us subject to fulfillment of certain requirements. Accordingly, we are offering to you a licence on the terms and conditions set out in this letter.

Please be aware that you are required under this licence to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority which in any way affects your use and occupation of the Crown land and any improvements made to that land. If you have any concerns or questions regarding any such laws, bylaws, orders, directions, ordinances and regulations you are encouraged to seek legal advice.

Deadline for Your Acceptance of this Offer

This offer may be accepted by you no later than 4:00 p.m. on February 19, 2013 (unless this deadline is extended in writing by us). To accept this offer, you must complete and return to us the enclosed acceptance page by that time. If you do not wish to accept this offer, please check the applicable box on the acceptance page and sign and return the page to us so that we may record your rejection of our offer.

1. Conditions of Offer

Enclosed are two copies of your licence. If you accept this offer by returning the acceptance page to us within the time set out above, you must then execute and return these documents to us on or before February 19, 2013 together with all of the following:

The enclosed tenure documents must all be signed in the spaces provided on the signature page by persons authorized to sign on behalf of the municipality. **Return all copies to us.**

If you sign the licence documents and return them to us on or before February 19, 2013 (unless this deadline is extended in writing by us), together with each of the items listed in this section, the licence documents will be signed on behalf of the Province. We will then return an executed copy of the licence to you. If the licence documents and each of the items listed in this section are not returned to us on or before February 19, 2013, we will be under no further obligation to issue the licence to you and this offer will terminate.

2. Acknowledgments of the Applicant

By accepting this offer, you agree that:

- (a) This offer cannot be transferred to another person.
- (b) This offer and the licence do not guarantee that
 - (i) the Land is suitable for your proposed use,
 - (ii) the Land can be built on,
 - (iii) there is access to the Land, or
 - (iv) the Land is not susceptible to flooding or erosion.
- (c) This offer will survive the signing and issuance of the licence but if any contradiction exists between the terms of this offer and the licence, the terms of the licence will prevail.
- (d) This offer does not give you any right to use or occupy the Land for any purpose.
- (e) Under the *Land Act*, this offer is not binding upon the Province until the licence is signed by the Province.
- (f) Time is of the essence in this offer.

3. Your Representations

By accepting this offer, you confirm that:

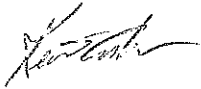
- 3 -

- (a) You (or your authorized representative) have inspected the Land and are fully aware of its condition.
- (b) You have knowledge of all municipal and regional bylaws regulating the use and development of the Land.
- (c) You acknowledge that you have no right to use or occupy the Land unless and until the licence is issued to you under this offer.

Freedom of Information

Personal information is collected under the *Land Act* for the purpose of administering Crown land. Information on your application, and if issued, your tenure, will become part of the Crown Land Registry, from which information is routinely made available to the public under freedom of information legislation.

Yours truly,



Authorized representative

Acceptance of Offer of licence

File No. 2410611

Ministry of Forests, Lands and Natural Resource Operations
200-10428 153 St
Surrey, BC V3R 1E1

Dear Carol Johnson:

Re: Application for licence

- ☐ I/We accept the offer of licence made to me/us by way of a letter dated December 19, 2012 from the Ministry of Forests, Lands and Natural Resource Operations and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.
- ☐ I/We do not accept the offer of licence made to me/us by way of a letter dated December 19, 2012 from the Ministry of Forests, Lands and Natural Resource Operations.

DATED the ____ of _____, ____.

Applicant's signature/Applicant's
representative's signature

Applicant's signature/Applicant's
representative's signature

Print name of person signing

Print name of person signing

Licence No.:

File No.: 2410611

Disposition No.: 890734

THIS AGREEMENT is dated for reference September 28, 2012 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

THE VILLAGE OF HARRISON HOT SPRINGS
PO Box 160
Harrison Hot Springs, BC V0M 1K0

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this licence of occupation;

"Commencement Date" means September 28, 2012;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Fees" means the fees set out in Article 3;

"Hazardous Substances" means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"Land" means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled "Legal Description Schedule" except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

"Term" means the period of time set out in section 2.2;

"we", "us" or "our" refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **"the parties"**; and

"you" or "your" refers to the Licensee.

- 1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise

indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for public recreation purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 8th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
 - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
 - (ii) the provisions of this Agreement;
 - (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our

written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access;

- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;
- (k) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another disposition or in connection with the use of Land apart from this Agreement, unless you obtain our prior written approval;

- (l) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within one year;
- (m) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (n) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (o) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (p) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 30 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this

Agreement, unless we direct or permit you to do so under paragraph (iv),

- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this

Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests,

rights, privileges and titles referred to in section 50 of the *Land Act*;

- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;
- (h) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;
- (i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be

removed under paragraph 4.1(p)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(p)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(p)(iii); and

- (k) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us Security in the amount of \$0.00 which will

- (a) guarantee the performance of your obligations under this Agreement;
- (b) be in the form required by us; and
- (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the

change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by

law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

- 6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that

(a) if you

- (i) default in the payment of any money payable by you under this Agreement, or
- (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;

(c) if you

- (i) become insolvent or make an assignment for the general benefit of your creditors,
- (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or

- (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1,

we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.

- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Surrey, British Columbia, and if we or our authorized representative have no office in Surrey, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Surrey, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
200-10428 153 St
Surrey, BC V3R 1E1;

to you

THE VILLAGE OF HARRISON HOT SPRINGS
PO Box 160
Harrison Hot Springs, BC V0M 1K0;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier

or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;

- (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.

11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA
by the minister responsible for the *Land Act*
or the minister's authorized representative

Minister responsible for the *Land Act*
or the minister's authorized representative

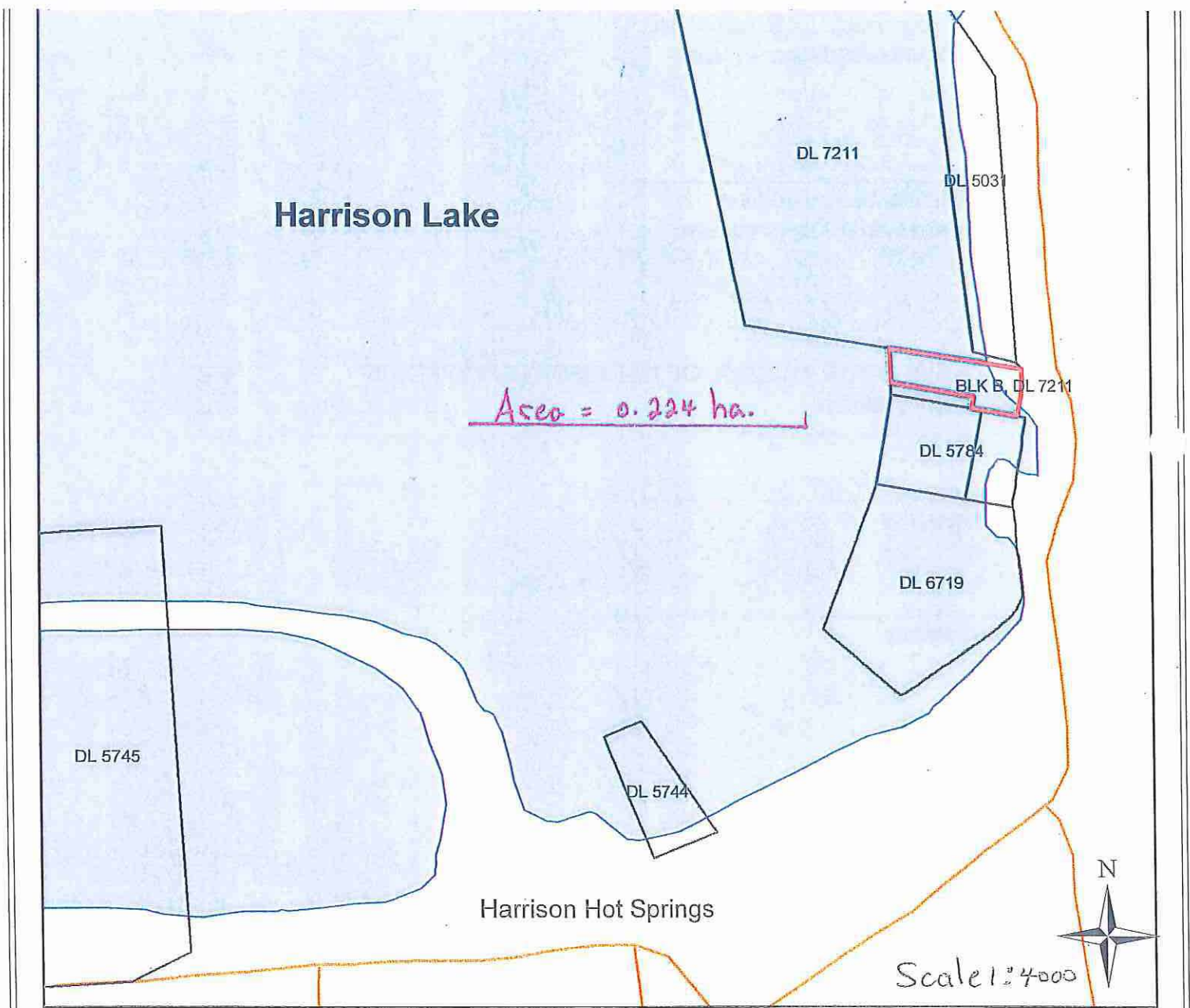
SIGNED on behalf of THE VILLAGE OF HARRISON HOT SPRINGS
by its authorized signatories

Authorized Signatory

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

BLOCK B OF DISTRICT LOT 7211, GROUP 1, NEW WESTMINSTER DISTRICT, CONTAINING 0.224 HECTARES





VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** January 2, 2013
FROM: Debra Key, DCAO/Corporate Officer **FILE:** 0340-01
SUBJECT: Memorial Recognition Policy 4.2 Amendment

ISSUE: To amend the Memorial Recognition Policy 4.2

BACKGROUND:

The current Memorial Recognition Policy is outdated and required updating to the following areas:

Tenure and location approval is no longer granted from the Parks and Recreation Commission, but rather by the Operations Manager;

Costs for Memorial Recognition items are no longer identified at a flat rate, but rather based on individual costs established by the Village Office in order to retrieve full cost recovery which is to include the anticipated maintenance costs for the first 10 years and to be determined at the time of application;

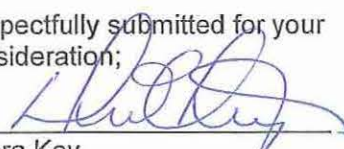
Additional maintenance will be available for purchase after the initial 10 years at a fee reflective of the Village's anticipated cost to maintain the amenities/commemorative item for that time.

Commemorative items and regulations are now clearly identified and now include Memorial Benches, Memorial Trees and Memorial Paving Stones. The new policy also allows for other commemorative items to be accepted at the discretion of the Chief Administrative Officer with appropriate regulations implemented at the time of the gift to reflect the circumstances of the gift.

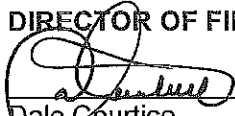
RECOMMENDATION:

THAT Council approve the amendments to Memorial Recognition Policy 4.2.

Respectfully submitted for your
consideration;


Debra Key
DCAO/Corporate Officer

DIRECTOR OF FINANCE COMMENTS:




Dale Courtice
Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:



Ted Tisdale
Chief Administrative Officer

 HARRISON HOT SPRINGS <i>Naturally Refreshed</i>		VILLAGE OF HARRISON HOT SPRINGS	
		POLICY	
POLICY NAME		POLICY NUMBER	
MEMORIAL RECOGNITION		DATE ADOPTED February 19, 2002 AMENDED December 6, 2004 AMENDED May 2, 2005 AMENDED August 16, 2010	

PURPOSE

The purpose of this policy is to permit the placement of benches, planting of trees or other approved commemorative items on public property. The placement of markers, crosses and other memorial monuments are not permitted.

POLICY

1. An individual, family, company, group or organization may place a memorial bench or other commemorative item on Village controlled land in honour, recognition or memory of an individual or group subject to the following.
 - a. A request form specifying the amenities/commemorative item, the preferred location and the wording of the plaque or engraving be submitted to the Village Office for approval;
 - b. The Operations Manager will approve the location and tenure of the location;
 - c. The Village will accept the amenities/commemorative item on the condition that once it is installed it becomes the property of the Village of Harrison Hot Springs;
 - d. The value of the amenities/commemorative item must cover the Villages cost and the first 10 years of anticipated maintenance which will be determined at the time of application. After the 10 year period the purchaser of the amenities/commemorative item will be allowed to purchase increments of 5 years of additional maintenance to a maximum of ten years at a fee reflective of the Villages anticipated cost to maintain the amenities/commemorative item for that time.
 - e. After the first 10 years or subsequent 2 additionally purchased 5 year maintenance renewals the amenities/commemorative item will be taken out of service with the exception of trees or other living items and the plaque or engraving returned to the donor if possible.

2. Memorial Benches

- The Village will maintain the bench, pursuant to Section 1 until it is considered unserviceable by the Operations Manager.
- The Village will attempt to maintain the bench in its original location, but may relocate the bench if warranted by operational concerns or user needs.
- When the bench is considered unserviceable the Village at its discretion may take the bench out of service and return if possible the plaque to the original donor.

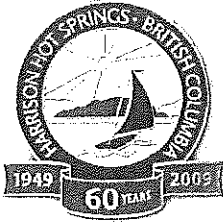
3. Memorial Trees

- The Operations Manager will determine the species of tree and location with the plaque provided at the base of the tree.
- The Village will not be responsible for replacement if the tree is damaged or destroyed due to weather, vandalism, wildlife and other unforeseen circumstances.

4. Memorial Paving Stone

- The Operations Manager will approve a location based on designated areas of such projects.

All other amenities/commemorative items will be accepted at the discretion of the Chief Administrative Officer with appropriate regulations implemented at the time of the gift to reflect the circumstances of the gift.



VILLAGE OF HARRISON HOT SPRINGS

POLICY

POLICY NAME	POLICY NUMBER	4.2
MEMORIAL RECOGNITION	DATE ADOPTED	February 19, 2002
	AMENDED	December 6, 2004
	AMENDED	May 2, 2005
	AMENDED	August 16, 2010

PURPOSE

The purpose of this policy is to permit the placement of benches, planting of trees or other approved commemorative items. The placement of markers, crosses and other memorial monuments are not permitted.

POLICY

1. An individual, family, company, group or organization may place a memorial bench or other amenity on Village controlled land in memory of an individual subject to the following.
 - a. A request form specifying the gift, the preferred location and the wording of the plaque be submitted to the Parks and Recreation Commission for approval;
 - b. The Parks and Recreation Commission can approve the location and tenure of the location;
 - c. The Village will accept the gift on the condition that once it is donated it becomes the property of the Village of Harrison Hot Springs;
 - d. The value of the donation must cover the Villages cost and the first 2 years of anticipated maintenance.
2. If it is a Memorial Bench the Village will maintain the bench until it is considered unserviceable by the Parks and Recreation Commission.
3. The Village will attempt to maintain the Bench in its original location, but may move it to another location if warranted by operational concerns or user needs.

4. When the Bench is considered unserviceable the Village at its discretion may take the bench out of service and return if possible the plaque to the original donor.
5. If the donation is a tree, the Parks and Recreation Commission will determine the species of tree and location with the plaque provided at the base of the tree.
6. All other donations will be accepted at the discretion of the Parks and Recreation Commission with appropriate regulations implemented at the time of the gift to reflect the circumstances of the gift.



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** January 2, 2013

FROM: Andre Isakov **FILE:** 3900-20-15
Manager of Planning and Community Services

SUBJECT: RESULTS OF PUBLIC HEARING (Dec. 17, 2012)
ZONING BYLAW No. 1020, 2012

ISSUE:

The Public Hearing notes for Zoning Bylaw No. 1020, 2012 are available for Council's review.

BACKGROUND:

On December 17, 2012 the Public Hearing was held regarding the Village of Harrison Hot Springs Zoning Bylaw No. 1020, 2012 which would replace the existing Village of Harrison Hot Springs Zoning Bylaw No. 672, 1996.

SUMMARY OF PUBLIC INFORMATION MEETING:

The Record of Public Hearing of the Village of Harrison Hot Springs Zoning Bylaw No. 1020, 2012 is attached. The clarifications to most concerns raised at the Public Hearing were provided at the meeting. Following is a summary of main comments with clarifications as appropriate.

Concern:

That the proposed Zoning Bylaw No. 1020, 2012 is not reflective of the policies within the Official Community Plan (OCP).

Clarification:

The proposed Zoning Bylaw is developed to implement the objectives and policies of the OCP. The proposed Zoning Bylaw aims to reinforce and work in conjunction with the OCP to put the plan into effect and provide for its day-to-day administration.

Concern:

That a few terms within the Bylaw lack definitions.

Clarification:

The proposed Zoning Bylaw should be viewed as a living document that develops and evolves over time. When this Bylaw was drafted, staff aimed to provide a legal framework for land-use management in a way that is simple and clear. It is sometimes difficult, if not impossible, to anticipate all future administrative issues that a Bylaw may face – that is why Bylaws are frequently amended to address arising concerns. The concern regarding a lack of a definition for a “canvas structure” within the draft Bylaw is a legitimate one. The staff made note of this suggestion and will aim to introduce this change as an amendment at a later date if the proposed Zoning Bylaw is adopted.

Concern:

Confusion about the difference between the Flood Control Regulation and the Riparian Area Regulation.

Clarification:

The Flood Control Regulation within the proposed Zoning Bylaw outlines the development standards in relation to flood control and flood risk management, this section of the Bylaw is reflective of Provincial standards and recommendations related to flood control. The Flood Control Regulation is independent of the Riparian Area Regulation which deals with the protection of the features, functions and conditions that are vital in the natural maintenance of stream health and productivity.

Concern:

Confusion about rezoning of property located at 880 Hot Springs Road.

Clarification:

The update of the Zoning Bylaw provides for an opportunity to bring properties within the municipality into compliance with the existing OCP and Zoning Bylaw. During the draft stages of this Bylaw it was identified that three properties along Hot Springs Road (876, 880, and 905 Hot Springs Road) were non-conforming – the properties are zoned Local Commercial Zone (C-4) but appear to be used for residential purposes. A letter was mailed to the three property owners explaining to them that as part of the Zoning Bylaw update process there is an opportunity for the properties in question to be reclassified, free of charge, to a zone that is in keeping with the OCP, residential nature of the properties, and the current state of the neighbourhood to Residential Two Zone (R2). Only one of the three property owners has contacted the Village with the desire to have the property voluntarily re-classified from C-4 to R-2 to reflect its current use, the property located at 880 Hot Springs Road.

Subsequently, with further research it was discovered that the property located at 905 Hot Springs Road is in fact already zoned R-2. It appears that at some point a mapping mistake was made in the GIS system that incorrectly indicated the property as split C-4 and R-2 Zone. The mistake was communicated to the FVRD which manages the GIS mapping system for the municipality. Corrective action has since taken place to reflect the true zoning of the property on the zoning map.

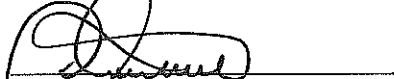
RECOMMENDATION:

AND THAT the "Harrison Hot Springs Zoning Bylaw 1020, 2012" be received for third reading and adoption.

Respectfully submitted for your
consideration;



Andre Isakov
Manager of Planning and Community Services

DIRECTOR OF FINANCE COMMENTS:

Dale Courtice
Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

Ted Tisdale
Chief Administrative Officer

**VILLAGE OF HARRISON HOT SPRINGS
RECORD OF PUBLIC HEARING OF
ZONING BYLAW 1020, 2012**

DATE: December 17, 2012
TIME: 7:00 p.m.
PLACE: Council Chambers,
495 Hot Springs Road, Harrison Hot Springs

IN ATTENDANCE: Mayor Facio
Councillor Jackson
Councillor Reyerse
Councillor Buckley
Councillor Kiss

Ted Tisdale, Chief Administrative Officer
Debra Key, Deputy Chief Administrative Officer/CO
Andre Isakov, Manager of Planning and Community
Services
Ian Crane, Manager of Development Services
Dale Courtice, Director of Finance

Krystal Sobie, Recording Secretary

**(1) Call to
Order**

CALL TO ORDER

Mayor Facio called the public hearing to order at 7:00 p.m.

(2)

PROCEDURE FOR PUBLIC HEARING

Mayor Facio read the opening statement and procedures for conducting the public hearing pursuant to Sec 890 and 892 of the *Local Government Act*.

Zoning Bylaw 1020, 2012

The Village's Manager of Development Services gave a brief overview and power point presentation of the proposed changes introduced in the new bylaw.

The Mayor reported that six (6) written submissions were received.

**VILLAGE OF HARRISON HOT SPRINGS
RECORD OF THE PUBLIC HEARING
OF ZONING BYLAW 1020, 2012
*December 17, 2012***

(3)

PUBLIC COMMENTS

John Allen 398 Hot Springs Road

- Objecting to the time allotment for the public comments.
- New schedules should have been added to 672
- This bylaw does not comply with the Official Community Plan.
- This bylaw is illegal and would not be held up in court.
- There was no discussion at any of the Advisory Planning Commission meetings ensuring that this new zoning bylaw complies with the Official Community Plan.
- Believes that Council is working under “the Harrison Horizon’s plan” which is an OCP plan prepared by Peter Kingma
- Canvas structure should be defined

Michael Scott 320 Clover Place

- agrees with Mr. John Allen’s comments

John Allen 398 Hot Springs Road

- Previous Public Hearing noted that any reference to riparian areas would be removed. Section 18 on page 15 still contains riparian area regulations.
A – Riparian Area Regulations and flood control requirements are two separate items
- Natural boundary should be defined
A – Schedule B is attached for reference
- Site specific applications should read “approval from the Ministry is required”
- Why are alluvial fans prohibited in the Village if there are none in the Village?

Peter Bugden 407 Miami River Drive

- Bylaw 1020 should be rethought

Leslie Ghezesan 811 Ramona Place

- Bylaw 1020 should be rethought

**VILLAGE OF HARRISON HOT SPRINGS
RECORD OF THE PUBLIC HEARING
OF ZONING BYLAW 1020, 2012
*December 17, 2012***

The Mayor called for a third and final time for submissions to Council regarding Bylaw No. 1020, 2012 Zoning Amendment

John Allen 398 Hot Springs Road

- There are actually two properties being rezoned; 880 and 905 Hot Springs Road
- The zoning map published in the newspaper is not the same map that is being considered in the zoning bylaw
- Requested that 398 Hot Springs Road was rezoned from C5 to C1 but was denied
- Why is the access road that is south of the reservoir access road and the Rainbows End Campground not being rezoned to P1?
- A- Advisory Planning Commission was involved in the process of reviewing of the zoning bylaw and ensuring it adheres to the Official Community Plan
- A- Flood control requirements have not changed from the current Zoning Bylaw
- A- 880 is one of the four properties that is currently non conforming. This property is being rezoned to residential to conform with the current OCP
- A- 905 Hot Springs Road is not being rezoned

The public hearing is now concluded.

(4) CONCLUSION

The public hearing concluded at 7:46 p.m.

Certified a true and correct copy of the record of the Zoning Bylaw 1020, 2012, Public Hearing held December 17, 2012 in the Council Chambers, 495 Hot Springs Road, Village of Harrison Hot Springs, BC

**Leo Facio
Mayor**

**Debra Key
Corporate Officer**



VILLAGE OF HARRISON HOT SPRINGS ZONING BYLAW NO. 1020

A bylaw to regulate the zoning and development of real property within the Village of Harrison Hot Springs

WHEREAS the *Local Government Act* authorizes a local government to enact bylaws respecting the use of land, buildings, and structures and other related development matters;

NOW THEREFORE the Municipal Council of the Village of Harrison Hot Springs in open meeting assembled enacts as follows:

I. TITLE

This Bylaw may be cited for all purposes as the "Village of Harrison Hot Springs Zoning Bylaw No. 1020, 2012".

II. PURPOSE

The principal purpose of this Bylaw is to regulate land use and development within the Village of Harrison Hot Springs for the benefit of the community as a whole.

III. DEFINITIONS

ACCESSORY BUILDING OR STRUCTURE means a *building* or *structure* which is customarily ancillary and subordinate to the *principal building* situated on the same *parcel*.

ACCESSORY USE means a use other than the *principal use*, which is customarily ancillary and subordinate, incidental and exclusively devoted to a *principal use* on the same *parcel*.

AFFORDABLE DWELLING means a dwelling for which the rent (as defined in the Residential Tenancy Act) or purchase price is not more than 75% of the fair market rent or price, respectively, for a comparable dwelling.

ALTERATION means a structural change to a *building*, including;

- (1) an addition to *gross floor area* or *height*;
- (2) removal of part of the *building*;
- (3) construction of, cutting into, or removal of any wall, partition, column, beam, joist floor, or other support;
- (4) a change to, or closing of, any required means of access; and
- (5) a change to the fixtures or equipment.

AMENITY AREA means indoor or outdoor space on a parcel designed for shared or private recreation or enjoyment; includes landscaped open space, child play area, courtyards, patios, sun decks, balconies, terraces, swimming pools, saunas, exercise areas, craft and games room, and meeting rooms.

AMENITY AREA – COMMON means an *amenity area* designed for use on a shared basis by the occupants of more than one *dwelling unit* in the *building* and where a common access is provided to the amenity space.

AMENITY AREA – PRIVATE means an *amenity area* designed for the exclusive use of the occupants of a specific *dwelling unit*, where a degree of visual privacy is provided for the occupants and the *amenity area* is located within, or immediately adjacent to, the *dwelling unit*.

BALCONY means a projection from the second or higher *storey* of a *building*.

BASEMENT means that portion of a *building* between two floor levels which has more than one-half of its height from finished floor to finished ceiling below the *grade*, and is not less than 2.14 metres (7 feet) in height measured between basement floor and ceiling surfaces.

BED AND BREAKFAST means a use accessory to a *single detached dwelling* use in which a minimum of 4 bedrooms accommodating no more than 2 persons per room are used for the *temporary* accommodation of the travelling public, and in which meals are served to the registered guest.

BUILDING means any *structure* used or intended for supporting or sheltering any *use* or occupancy.

CAMPGROUND means land providing for accommodations using tents, trailers, or recreation vehicles and does not allow permanent residency.

CAMPING SPACE means an area in a *campground* use by a trailer, recreation vehicle, or tent.

CATERING a business dedicated to the preparation of food for the purpose of delivery and consumption off site.

CHILD DAY CARE FACILITY means a facility providing a child minding, nursery school, child group day care, specialized day care, kindergarten or out-of-school day care;

CLINIC means office for medical, dental or similar purposes, including associated laboratory facilities, but not including any such use where the principal services rendered are related to drug or alcohol detoxification or rehabilitation.

COMMUNITY CARE FACILITY means any facility licensed under the Community Care and Assisted Living Act.

COMMUNITY CENTRE means any *building* used for purposes of community assembly;

COMMUNITY SEWER SYSTEM means a sewage collection or disposal system that is owned and operated by the *Municipality*, and has been approved under the applicable legislation.

COMMUNITY WATER SYSTEM means a system of waterworks which serves two or more *parcels* and which is owned, operated and maintained by the *Municipality*, and has been approved under the applicable legislation.

CONVENIENCE STORE means a retail sales outlet which offers for sale foodstuffs and convenience goods, and has a maximum *gross floor area* of 200 m².

COTTAGE means a building containing sleeping units and used for temporary accommodation.

DENSITY means, for commercial uses, the *floor area ratio*; and for residential uses, the number of *dwelling units* per hectare; and for the holiday park zone, the number of *recreational spaces* per hectare.

DERELICT VEHICLE means a car, boat, truck or similar vehicle that has not been licensed for a period of one (1) year and is not enclosed within a *structure* or *building*.

DESIGNATED FLOOD means a flood, which may occur in any given year, of such magnitude as to equal a flood having a 200-year recurrence interval, based on a frequency analysis of unregulated historic flood records or by regional analysis where there is inadequate stream flow data available.

DESIGNATED FLOOD LEVEL means the observed or calculated elevation for the *designated flood*, which is used in the calculation of the *flood construction level*.

DEVELOPED SITE AREA means the portion of a *parcel* which is occupied by *building*, *structures*, driveways, parking, and *land* improvements including *landscaping*.

DEVELOPMENT means the carrying out of any *building*, engineering, construction or other operation in, on, over or under *land* or water, or the construction, addition or alteration of any *building* or *structure*;

DUPLEX means a building that contains two dwelling units.

DWELLING UNIT means a suite of habitable rooms used or intended to be used for the residential accommodation of one family *and* containing only one set of cooking facilities;

ENTERTAINMENT FACILITY means a business providing entertainment to the public for a fee; includes an auditorium, movie theatre, bingo hall, electronic games and billiard facility.

EXTERIOR SIDE LOT LINE means a *parcel* boundary other than a *front* or *rear parcel line* which is common to a *highway*, *lane* or a walkway.

FAMILY means:

- (1) two or more persons related by blood, marriage, adoption or foster parenthood sharing one *dwelling unit*; or
- (2) not more than five (5) unrelated persons sharing one *dwelling unit*.

FAMILY DAY CARE means the use of a *dwelling unit* for the care of not more than seven (7) children, licensed under the *Community Care Facility Act*,

FENCE means a type of screening or divider consisting of a *structure* that is used to form a boundary or enclose an area, but excludes hedges, trees and other types of natural vegetation.

FIRST STOREY means the *storey* having its floor closest to *grade* and not more than 2 metres above *grade*.

FLOOD CONSTRUCTION LEVEL or FLOOD LEVEL means a *designated flood level* plus *freeboard*, or where a *designated flood level* cannot be determined, a specified height above a *natural boundary*, *natural ground* elevation, or any obstruction that could cause ponding.

FLOODPLAIN means the area which is susceptible to flooding from a watercourse, lake or other body of water and that which is designated in Section 4.15 of this bylaw.

FLOOR AREA means the area of the floor of all *storeys* of a *building* between exterior walls, including the area of the floor occupied by interior walls and partitions.

FLOOR AREA RATIO means the figure obtained when the *floor area* of a building on a *parcel* is divided by the area of the *parcel*;

FREEBOARD means a vertical distance added to a *designated flood level*, used to establish a *flood construction level*.

FRONT LOT LINE means any *parcel* boundary common to a *parcel* and one *highway* other than a *lane* or to a water body; except that where a *parcel* is contiguous to the intersection of two *highways*, the front *parcel* line is the shortest *parcel* line contiguous to a *highway* other than a *lane*. Where a *parcel* fronts on more than one *highway*, its front *parcel* line is the narrower side of the *parcel* abutting a *highway*.

FRONT SETBACK means that portion of the *parcel*, extending from one *side parcel line* to the other, between the front lot line and a parallel line. The depth of the setback means the perpendicular distance between the front lot *line* and the parallel line. In the case of a *parcel* with a panhandle access, the panhandle shall be used in determining the front setback but a minimum setback of 1.5 m shall apply.

GARAGE means a *building*, or part thereof, used or intended to be used for the shelter or storage of vehicles.

GARAGE, PRIVATE means a *building* used for the storage of private passenger motor vehicles with a capacity of not more than three vehicle spaces for each *dwelling unit* to which the garage is appurtenant. This does not include the repair or maintenance of vehicles for profit.

GRADE, AVERAGE means the sum of the average of the lesser of natural or finished *grade* at each side of the *structure* divided by the sum of the length of the sides of the *structure*;

GRADE, NATURAL means the level of ground undisturbed by human action, or where there is evidence of disturbance by human action, the level of ground as determined by a BC Land Surveyor;

GRADE, FINISHED means the average final ground elevation around the perimeter of a structure after *development* but excluding where permitted:

- (a) light wells providing they do not:
 - i. extend more than 1.5 metres from the *building*; and
 - ii. exceed in length 25% of the length of the wall.
- (b) *basement* stairs providing they do not:
 - i. extend more than 1.2 metres from the *building*; and
 - ii. exceed 3.6 metres feet in length.
- (c) sunken patios providing they do not:
 - i. exceed an area of 14 metres;
 - ii. extend more than 3 metres from the *building*;
 - iii. exceed a length of 4.6 metres along the wall; and
 - iv. exist on the same side of the of the *building* as a depressed vehicle access;

GROSS FLOOR AREA means the total *floor area* of all *storeys* in all *buildings* on a *parcel* including exterior walls, excluding any area used for parking purposes.

HALF STOREY means a *story* under a gable, hip, or gambrel roof, the wall-plates of which on at least two opposite exterior walls are not more than 0.6 metres above the floor of such *storey* and does not exceed 66% of the *story* immediately below.

HEIGHT OF BUILDINGS means the vertical distance between the highest point of the *building* and the *average finished grade*, determined by:

- (a) the highest point of a flat roof;
- (b) the highest point of a mansard roof;
- (c) the midpoint between a point 2.4 meters above the top floor and the ridge of a gable, hip or gambrel roof. A flat portion of a gable, hip or gambrel roof cannot cover more than 10% of the roof area viewed directly from above.

HIGHWAY includes a public street, road, path, lane, walkway, trail, bridge, viaduct, thoroughfare and any other way, but specifically excludes private rights of way on private property.

HOLIDAY PARK means an area of land operated and maintained for the purpose of providing 2 or more *recreational vehicle spaces*, together with ancillary, common leisure and service facilities for the exclusive use of the owners or occupiers of the *recreational vehicle spaces*; does not include a *manufactured home park, motel, campground*, or a group camp.

HOME OCCUPATION means a craft or occupation conducted as an *accessory use* subordinate to the *principal use* of a *dwelling unit*.

HOTEL means a *building* for the transient public which contains *sleeping units* and which have their principal access from an entrance common to the units; may contain assembly, commercial, entertainment, indoor recreation, and restaurant uses, and liquor licenced premises licensed under Provincial legislation.

INN means a *building(s)* or *cottage(s)* or a combination thereof available to the travelling public and containing a minimum of 4 and up to maximum of 10(ten) sleeping units where meals may be provided.

INDOOR RECREATIONAL FACILITY means a facility for recreation and sports activities primarily conducted indoors, including electronic games, arena, fitness club, racquet court, gymnasium, dance studio, swimming pool and bowling alley.

INTERIOR SIDE LOT LINE means a *parcel* boundary between 2 or more *parcels* other than a *front or rear lot line*.

LAND means real property without improvements, has the same meaning as in the *Assessment Act*, and includes the surface of water.

LANDSCAPING means the planting and maintenance of a combination of trees, shrubs, hedges, ground cover, lawns and other horticultural elements, and fencing, walks, lights, ponds, pools and other *structures* and materials used for the enhancement of outdoor areas.

LANE means a *highway* which provides secondary access to the side or rear of a *parcel* and is less than 10 metres wide.

LOADING SPACE means a space for the loading or unloading of a vehicle, either outside or inside a *building* or *structure*, but specifically excludes manoeuvring aisles and other areas providing access to the space.

LOT AREA means the total area of a *parcel*.

LOT means a *parcel*. For greater certainty the term lot and parcel are used interchangeable throughout this bylaw.

LOT COVERAGE means the percentage of a *lot* covered by *buildings* and *structures*, based on the projected area of the outside of the outermost walls of all *buildings* and *structures*, including accessory buildings, covered decks and covered patios; but excluding steps, eaves not exceeding 0.9 metres, and decks or portions of decks built above ground level not exceeding a height of 0.6 metres above the higher of *natural* or *finished grade* below such deck.

MANUFACTURED HOME / MODULAR HOME means a *structure* containing one *dwelling* unit of not less than 100 m², that is designed, constructed or manufactured to be moved from one place to another by being towed or carried; placed on a permanent foundation. All Manufactured homes must be constructed to CAN/CSA Z 240 or CAN/CSA A 277 standards.

MARINA means a site, including the surface water which is primarily used for the berthing space and floats for the boats.

MINIMUM LOT SIZE means the smallest area into which a *lot* may be subdivided.

MOTEL means a building divided into two or more temporary tourist accommodation units, each unit provided with individual outside access and conveniently located parking space.

MOBILE CONCESSION means a business that is not permanently affixed to the land, that provides for sale to the general public, food, drinks, confectionary items and/or non-food related items.

MULTI UNIT DWELLING means any *building*, divided into two or more *dwelling units*, which are occupied or intended to be occupied as dwelling units for two or more *families* living independently of one another.

NATURAL GROUND means the undisturbed ground elevation prior to *site* preparation or development.

NEIGHBOURHOOD PUB means premises licensed as a neighbourhood public house and marine pub under Provincial legislation.

NIGHTCLUB means premises where entertainment is provided to patrons and is licensed under Provincial legislation.

OFF-STREET PARKING means the use of *land* for the parking of vehicles other than on a *highway* including the *parking spaces* and the manoeuvring aisle.

OFFICIAL COMMUNITY PLAN means a community plan that is adopted by the Council of the Village of Harrison Hot Springs pursuant to the *Local Government Act*.

OUTDOOR RECREATIONAL FACILITY means a facility for recreation and sports activities primarily conducted outdoors, including stadium, golf course, driving range, waterslide, water activities, mini golf, theme park, and electric go-karts (go-karts only in C5 Zone).

OUTDOOR STORAGE AREA means an area outside a *building* that is used for the storage of garbage containers, shipping container, maintenance materials and equipment, and similar activities.

PAD means a paved surface on which blocks, posts, runners or strip footings are placed for the purpose of supporting a *manufactured home* to achieve flood construction level; or a concrete pad, slab or floor supporting a space or room.

PANHANDLE LOT means a lot that has street frontage through the use of a relatively narrow strip of *land* not less than 3 metres in width which is an integral part of the *lot*, called "the access strip".

PARCEL means an area of *land* designated as a separate and distinct parcel on a legally recorded subdivision plan or description filed in the Land Registry Office, and having a principal frontage upon a public street or place.

PARK means a designated public open space which is owned, possessed or controlled by the municipality and provides for public social and recreational activities, playgrounds and natural areas.

PARKING AREA means a portion of a *lot* that is used to accommodate *off-street parking*.

PARKING GARAGE means a *building* the primary use of which is the parking or storage of vehicles and which is available to the public.

PARKING SPACE means a space within a building or parking area for the parking of one motor vehicle.

PRINCIPAL USE means the principal permissible purpose for which *land*, *buildings* or *structures* may be used in a zone but does not include an accessory use.

PERMANENT RESIDENCY means a building constructed for the purposes of providing continuous and principal accommodation.

PERMITTED USE means the use or uses to which land, buildings or structures may be put in a zone.

PERSONAL SERVICE ESTABLISHMENT means the use of a *building* where personal services are provided and goods accessory to the provision of such services may be sold and includes a barber shop, beauty salon, shoe repair shop, dry cleaning, Laundromat, electrical appliance repair, upholstery, watch repair, photographer, tailor or dressmaker, and similar services.

PREMISES mean the *building* and *structures* located on a *lot*.

PRINCIPAL BUILDING means the *building* for the principal use of the *lot* as listed under the *permitted uses* of the applicable zone.

PROPERTY LINE means *lot line*.

PUBLIC UTILITY means a system, work, *building*, *structure*, plant, equipment or resource owned by a *municipality*, public or private utility company or other government agency for the provision of water, sewer, drainage, gas, electricity, transportation, communication services; includes public works yards.

REAR LOT LINE means the *parcel* boundary which is not connected to and lays the most opposite to the *front parcel line*.

REAR SETBACK means that portion of the *parcel*, extending from one side *parcel* line to the other, between the rear line of the *parcel* and a parallel line. The depth of the setback means the perpendicular distance between the *rear lot line* and the parallel line.

RECREATIONAL VEHICLE means a mobile accommodation for recreational purposes such a trailer, camper-car, and RV.

RECREATIONAL VEHICLE SPACE means an area in a *holiday park* or campground set aside for use by one recreational vehicle.

RESTAURANT means an eating establishment where food is sold to the public primarily for immediate consumption upon the premises.

RETAIL STORE means a *building* or *land* where goods are offered, displayed or kept for sale at retail, and stored in limited quantities; includes antique store, arts and crafts store, appliance sales and service, bakery store, beer and wine store, book store, butcher shop, camera shop, candy store, clothing store, confectionary store, delicatessen, department store, drugstore, fish market, furniture store, gift shop, grocery store, hardware store, liquor store, music store, pet store, photography studio and store, shoe store and repair, souvenir shop, sports shop, stationery store, tailor, toy store, travel agency, variety store and video store.

RETAINING WALL means a *structure* erected to hold back or support a bank of earth.

SCREENING means the use of a continuous fence, wall, berm, *landscaping* or combination of them to screen the *land* which it encloses, broken only by access driveways and walkways.

SECONDARY SUITE means an additional *dwelling unit*:

- (a) having a total floor space of not more than 90 m² in area,
- (b) having a floor space less than 40% of the habitable floor area of the *building*;
- (c) located within a *building* of *residential occupancy* containing only one other *dwelling unit*.

SENIORS SUPPORTIVE OR ASSISTED HOUSING means the use of a *building* for residential units designed to accommodate seniors as they age including separate common areas for dining and socialization, and the provision of meals, housekeeping and personal care.

SERVICE STATION means a *building* or *land* used or equipped to be used for the retail sale of motor fuels and lubricants and servicing and repairs to vehicles and may include accessory retail sales.

SET BACK means the horizontal distance separating a building, structure or use from a specified location.

SHIPPING CONTAINER means a metal structure used for transporting or storing of materials. The container may not exceed 2.75 m in height, 2.5 m in width, and 12.2 m in length.

SIDE LOT LINE means a *parcel* boundary between 2 or more *parcels* other than a *front* or *rear parcel line*.

SIGN means any visual representation which communicates information for any purpose.

SINGLE DETACH DWELLING means a building consisting of one dwelling unit.

SLEEPING UNIT means one or more habitable rooms used for the lodging of person or persons where such unit contains no cooking facilities.

STANDARD DYKE means a dyke built to a minimum crest elevation equal to the *flood construction level* and meeting standards of design and construction approved by the Province.

STOREY means that portion of a *building* which is situated between the top of any floor and the top of the floor next above it, and if there is no floor above it, that portion between the top of such floor and the ceiling above it, but does not mean or include a basement.

STRUCTURE means anything constructed or erected, the use of which requires its permanent location on or in the ground, or its attachment to something having a permanent location on the ground.

TOWNHOUSE means a *building* not more than 3 *storeys* high; containing 3 or more attached *dwelling units*, each having a separate, private entrance.

UNDEVELOPABLE PROPERTY is a lot that due to the size, shape, frontage, topography, location, environmental regulation, or/and legal use cannot be developed with site improvements such as a *building* in the opinion of an accredited engineer or approving officer.

USE means the purpose or function to which *land*, a *building*, or *structure* is designed, put, or intended to be put.

VILLAGE OFFICIAL means the Bylaw Enforcement Officer, the Building Inspector or other staff as appointed by the municipal CAO.

ZONE means a defined area to which a unified set of regulation apply.

IV. **ADMINISTRATION AND ENFORCEMENT**

.1) ADMINISTRATION

- (1) This *Bylaw* shall be administered by the *Chief Administrative Officer* of the *Village* under the direction of *Council*.

.2) INSPECTION

- (1) The *Village Official* is hereby authorized to enter, at all reasonable times, on any property subject to the regulations of this *Bylaw*, to ascertain whether the regulations or directions contained herein are being observed.

.3) ENFORCEMENT

- (1) It is unlawful for any person to cause, suffer, or permit any building or structure to be constructed, reconstructed, altered, moved, extended, occupied, or used, or any land to be occupied or used, in contravention of this *Bylaw* or otherwise to contravene or fail to comply with this *Bylaw*.
- (2) It is unlawful for any person to prevent or obstruct, or attempt to prevent or obstruct the authorized entry of the *Village Official*.
- (3) The *Village Official* may cause notice in writing to be served to the owner or occupier of real property found to contravene the provisions of this *Bylaw* setting out the details of the contravention and the action required of the party so notified.
- (4) The *Village Official* may serve notice by:
 - (a) registered mail addressed to the property owner as recorded in the property records of the *Village*,
 - (b) hand-delivering it to the owner or occupier of the real property that is subject to the notice, or
 - (c) posting it on a conspicuous place on the real property that is the subject of the notice, and the notice shall then be deemed to be validly and effectively served

for the purposes of this *Bylaw* at the expiration of three (3) days immediately following the date the notice was so posted.

- (5) No liability or responsibility other than that set out in accordance with this *Bylaw* rests with the *Village* to prove delivery of the notice.

.4) PENALTIES

- (1) Every person who commits an offence contrary to the provisions of this *Bylaw*, as amended from time to time, is liable, upon summary conviction, to a penalty of not less than \$500.00, and not more than \$10,000.00 in addition to the costs of the prosecution.
- (2) Each day that such violation is caused to continue, or allowed to continue, constitutes a separate offence.

V. GENERAL REGULATIONS

.1) GENERAL OPERATIVE CLAUSES

- (1) No *land, building or structure* in any *zone* shall be used for any purpose other than that specified for the *zone* in which it is located in accordance with the Zoning Map.
- (2) No *building or structure* shall be constructed, sited, moved or altered unless it complies with the General Regulations of this Bylaw and all regulations and requirements specified for the *zone* in which it is located.
- (3) No *parcel* shall be created by *subdivision* unless:
- (a) Such *parcel* is equal to or greater than the *minimum lot size* specified for the *zone* in which it is located in accordance with the zoning Map, unless otherwise specified in this Bylaw; or
 - (b) The *subdivision* is for a realignment of a *lot line* and no additional *parcels* would be created.

.2) APPLICATION

- (1) This Bylaw applies to all land, buildings and structures including the surface of water within the boundaries of the Village.

.3) SIZE, SHAPE AND SITING OF BUILDINGS & STRUCTURES

- (1) No more than one *principal building* may be sited on one *parcel*, except as otherwise specified in this Bylaw.
- (2) No *building or structure* shall be constructed, reconstructed, sited, altered, or extended so as to cause any existing *building or structure* on the same *lot* to violate the provisions of this Bylaw.

.4) ACCESSORY BUILDINGS AND STRUCTURES

- (1) An *accessory building or structure* must not be used as a *dwelling unit*.
- (2) When *accessory buildings or structures* are attached to the *principal building*, they will be considered to be part of the *principal building*, and subject to the required *setbacks* for the *principle building*.

- (3) Maximum lot coverage for all *accessory buildings* and *structures* must not exceed 10% and must be included with the *principal building* in the maximum lot coverage calculation for a *parcel*.

.5) SHORT-TERM BUILDINGS

- (1) A short-term building or structure may only be erected on a *lot* in conjunction with the construction of a *principal* use, and shall only be permitted for a period not to exceed the duration of such construction.
- (2) Short-term buildings or structures shall be subject to the following requirements:
 - (a) An application shall be made in writing to the *Village Official* for a permit to erect a short-term building or structure;
 - (b) Such permit may be granted for a period of not more than 6 months, provided however, that it may be renewed upon further application for one further period not to exceed 6 months;
 - (c) at the expiration of a permit such short-term building or structure shall be removed and the *lot* thereof restored as nearly as possible to its former condition.
- (3) Recreational vehicles or trailers may be permitted as temporary buildings or structures in conjunction with construction on a lot, subject to the obtaining of a permit as outlined in Section 5 (2) above, and subject to the provision of approved water, power and sanitary sewage disposal facilities (including holding tanks).

.6) SHIPPING CONTAINERS

- (1) Shipping containers subject to satisfying the setback requirements will be permitted, subject to issuance of permit by *Village Official* as follows:
 - (a) Residential zoned properties for a temporary purpose not to exceed 60 days, with a possibility of 60 day extensions at the approval of the *Village Official*, and the shipping container cannot exceed a length of 15 m; or
 - (b) Commercial zoned property subject to the shipping container being properly screened from general public view, and is maintained to an acceptable standard.

.7) CANVAS STRUCTURES

- (1) Canvas structures are exempt from requiring permits as per Building Regulation Bylaw.

.8) HOME OCCUPATION USE

In any zone in which a *home occupation* use is permitted, the following conditions shall be satisfied:

- (1) The activities shall be conducted entirely within the *principal building* or *accessory building* except where such activity involves horticulture or a *family day care*.
- (2) The following activities shall not be permitted as a *home occupation* use:
 - (a) the servicing or repair of vehicles, boats, or other machinery;
 - (b) a body shop; or
 - (c) the fabricating of metal objects, woodworking and associated activities.

- (3) The use may involve the display and the sale of a commodity that is produced on the *lot*.
- (4) The use shall occupy up to a maximum of 30 m² of the *principal building*.
- (5) The use within one or more *accessory buildings* shall occupy a total of not more than 40 m².
- (6) In no case shall the aggregate *floor space* of all *buildings* used for *home occupation* use exceed 50 m² on a *parcel*.
- (7) Not more than two *home occupations* shall be permitted on a *parcel*.
- (8) There shall be nothing to indicate from the exterior of a *dwelling unit* or a *building* that it is being used for any purpose other than its principal or approved use other than one outdoor advertising sign, the regulations of which are contained within the *Sign Regulation Bylaw*.
- (9) A *home occupation* shall be solely operated by a person resident in the *dwelling unit* and shall not involve the employment of more than 2 full-time equivalent employees on the premises, except in the case of a *secondary suite* in which case the *home occupation* shall be conducted only by the residents of the *secondary suite*.
- (10) Home occupations shall not discharge or emit the following across *lot lines*:
 - (a) odorous, toxic or noxious matter or vapours;
 - (b) heat, glare, electrical interference or radiation;
 - (c) recurring ground vibration
- (11) Home occupation operation shall require a business license.
- (12) All parking requirements shall be accommodated on site.

.9) BED AND BREAKFAST

In any zone in which a bed and breakfast use is permitted, the following conditions shall be satisfied:

- (1) The sleeping accommodation for a *bed and breakfast* use shall be located entirely within a *principal dwelling unit*.
- (2) A minimum of four bedrooms in a *dwelling unit* shall be used for a *bed and breakfast*.
- (3) A *bed and breakfast* shall not be permitted within a *dwelling unit* containing a *secondary suite*.
- (4) One *off-street parking space* shall be provided for each bedroom used as *bed and breakfast*, in addition to the parking requirement for the *single family dwelling*.
- (5) Any *off-street parking space* for guests or guest outdoor amenity space shall be landscaped to buffer that area from abutting residential premises.
- (6) Guest bedrooms in a *bed and breakfast* shall not exceed 40% of the *gross floor area* of the *dwelling unit*.

- (7) The *bed and breakfast* use shall be owned and operated by the resident of the *dwelling unit*.
- (8) No cooking facilities or other facilities for the keeping of food shall be provided for within the guest bedrooms intended for the bed & breakfast.
- (9) No *bed and breakfast* use shall operate without a business license.
- (10) A *dwelling unit* containing a *bed and breakfast* use shall be equipped with an installed smoke alarm and fire extinguisher in accordance with the Building Bylaw.

.10) SECONDARY SUITES

- (1) A *secondary suite* is a permitted use within a *single detached dwelling* that is in conformance with this Bylaw.
- (2) Only one *secondary suite* is permitted per *parcel*.
- (3) A *secondary suite* shall not exceed the lesser of a total *floor area* of 90 square metres or 40% of the total *floor area* of the *single detached dwelling*.
- (4) The owner of a *single detached dwelling* containing a secondary suite shall be resident of either the principal dwelling unit or the secondary suite.
- (5) *Off-street parking* shall be provided and maintained in accordance with Table 1 of this Bylaw.
- (6) No secondary suite may be stratified, subdivided, or otherwise legally separated from the *single detached dwelling* wherein it is contained.
- (7) A *secondary suite* must satisfy all the applicable requirements of the *BC Building Code*, and other pertinent legislation.

.11) EXCEPTIONS TO SITING REQUIREMENTS

- (1) Where chimneys, cornices, headers, gutters, sills, *bay windows* or ornamental features project beyond the face of a *building*, the minimum distance to an abutting *lot line* as required elsewhere in this Bylaw may be reduced by not more than 0.7 metres providing such reduction shall only apply to the projecting feature.
- (2) Where steps, eaves, sunlight control projections, canopies, or light wells project beyond the face of a *building*, the minimum distance to an abutting *lot line* as required elsewhere in this Bylaw may be reduced by not more than 1.0 metre provided that the minimum distance of the projecting feature to any *lot line* shall not be less than 1.0 metre.
- (3) Structures for the support of plants and vines, such as *open* pergolas or trellises, may project within a required *setback* area provided they do not exceed 2.4 metres in *height*.
- (4) Covered entry porches shall be permitted to project into a *front yard* setback a maximum of 1.5 metres provided that:
 - (a) The porch shall be open or protected by guard rails the *height* of which shall not exceed the minimum specified in the *BC Building Code*;
 - (b) the porch is located at the basement or first *storey*; and
 - (c) the roof *height* does not exceed 3.66 metres measured from the porch floor.

- (5) Campground spaces that back on to a public right-of-way, with the exception of a Provincial highway, or *undevelopable properties* may have a set back from the property line of 1 metre.
- (6) Balconies, patio decks or like facilities may extend into the rear or front set back by 2.5 metres, inside lot setback by .7 metres.

.12) EXCEPTIONS TO HEIGHT REQUIREMENT

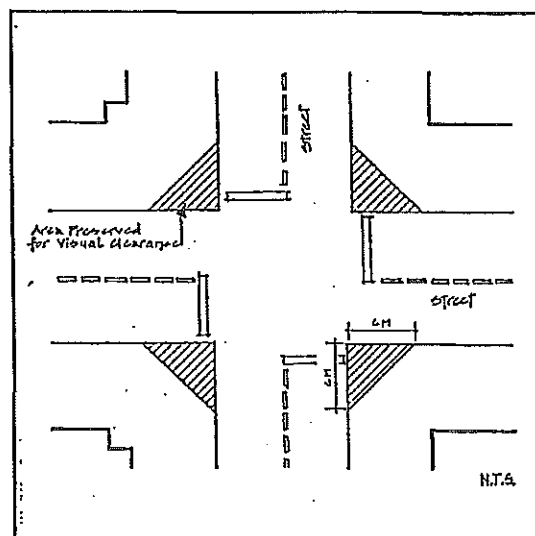
Church spires, chimneys, flag poles, transmission towers, elevators and ventilation machinery, shall not be subject to the height requirements of this Bylaw provided that such *structures* occupy no more than 10% of the surface of the *lot*, or if situated on a *building*, not more than 15% of the roof area of the *building*.

.13) UNDERSIZED PARCELS

A *parcel* that is shown on a plan deposited in the Land Title Office prior to the adoption of this Bylaw, which has less than the *minimum lot size* requirement as established in the *zone* in which that *lot* is situated may be used for any use permitted in that *zone*, subject to all the regulations for that *zone*.

.14) OBSTRUCTION OF VISION

In all zones, no fence, sign, wall or structure shall be erected to a height greater than 1 metre and no hedge, bush, shrub, tree or other growth shall be maintained or allowed to grow so as to obstruct vision clearance in the area bounded by the intersecting parcel lines at a street, road, lane, or driveway entrance corner and a line joining points along side parcel lines or driveway pavement edge 6 metres from their point of intersection, as illustrated in the following diagram.



Visual Clearance at Intersections

.15) FENCES AND RETAINING WALLS

.1) Notwithstanding the provisions of Section 5.14, the following *height* limitations will apply to fences:

(.1) For a *parcel* within the following *zones* the maximum *height* of fences will be:

<u>Zone</u>	<u>Maximum height</u>
• Residential, Commercial and Industrial <i>zones</i>	2.0 m
• Public use <i>zones</i>	2.4 m (3.0 m open mesh)

(.2) No fence in any *zone* will be constructed using barbed wire, electrified wire, razor wire, ribbon wire, or ultra barrier wire.

.16) SITING REQUIREMENTS FOR PROPERTIES ADJACENT TO A PROVINCIAL HIGHWAY

Notwithstanding the siting requirements specified in this Bylaw setbacks of buildings adjacent to a Provincial Highway may be regulated by the Ministry of Transportation.

.17) DERELICT VEHICLES, AIRCRAFT AND BOATS

No derelict vehicle or trailer, recreational vehicle, boat or vessel or aircraft, or engine, frame, chassis, body, box or van unit thereof shall be kept, stored or parked except within a building in any *Zone*.

.18) FLOOD CONTROL REQUIREMENTS

.1) Floodplain Designation

The following land is designated as floodplain:

- Land designated as floodplain within the boundaries of the Municipality and approximately as shown on Schedule "B" of the attached hereto and forming part of this Bylaw;
- Land lower than the *flood levels* specified in Section 18.2.

.2) Flood Level

The following elevations are specified as the *flood level*, except that where more than one *flood level* is applicable, the higher elevation shall be the *flood level*:

- Elevation 14.55 metres Geodetic Survey of Canada datum;
- 1.5 metres above the *natural boundary* of Miami Creek, Miami Slough, or any other *watercourse*;
- 1.0 metre above the surrounding *natural ground* elevation;
- 1.5 metres above the *natural boundary* of any other lake, marsh, or pond.

.3) Application of Floodplain Specifications

Where a flood level or setback has been specified:

- The underside of any floor system, or the top of any *pad* supporting any space, room or manufactured home, that is used for dwelling purposes, business, or the storage of goods which are susceptible to damage by floodwater must be above the specified *flood level*, and
- any landfill required to support a floor system or *pad* must not extend within any *setback* from a watercourse or body of water specified by the Bylaw or the Minister of Environment.
- Structural support or compacted landfill or a combination of both may be used to elevate the underside of the floor system or the top of the *pad* above the *flood level* specified in Section 18.2. The structural support or landfill or both must be protected against scour and erosion from flood flows, wave action, ice and other debris.
- The Building Inspector, or such person appointed by the Council of the Village of Harrison Hot Springs for the purpose of administering *building* regulations may require that a British Columbia Land Surveyor's certificate be provided before a *building* permit may be issued to verify compliance with the *flood level* and *setback* specified in Sections 18.2 and 18.3. The cost of verification shall be assumed by the land owner.

.4) General Exemptions

The following types of development are exempt or conditionally exempt from the flood level specified in Section 18.2 of this bylaw:

Exempt

- A renovation of an existing *building* or *structure* that does not involve an addition to the *building* or *structure*;
- An addition to a *building* or *structure*, at the original non-conforming floor elevation, that would increase the size of the *building* or *structure* by less than 25 percent of the ground *floor area* (excluding carports or garages) existing at the date of adoption of this bylaw, as long as the degree of non-conformity regarding *setback* is not increased;
- That portion of a *building* or *structure* to be used as a carport, garage, entrance foyer;
- Hot water tanks and furnaces behind *standard dykes*;

Conditionally Exempt

- Industrial uses, other than main electrical switchgear, may be located with the underside of a floor system or the top of *pad* no lower than 0.6 metres lower than

the *flood level* specified in Section 18.2 of this Bylaw. Main electrical switchgear must be located no lower than the *flood level*.

.5) Site-Specific Exemptions

An application by a property owner to the Minister of Environment, Lands and Parks for a site-specific exemption shall be completed upon a form provided by the Village of Harrison Hot Springs and submitted in accordance with the instructions on the application.

- .6) Notwithstanding any other provisions of this Bylaw, no dwelling *unit building*, *modular home* or *structure* or any part thereof shall be constructed, reconstructed, moved, extended or located within 30.0 metres of the *natural boundary* of a lake, river, stream, marsh or pond unless otherwise established by a registered professional engineer.
- .7) Notwithstanding any other provisions of this Bylaw, no *dwelling unit building*, *modular home* or *structure*, or any part thereof shall be constructed, reconstructed, moved, extended or located with the underside of a wooden floor system or top of a concrete slab of any area used for habitation, business, or storage of goods damageable by floodwaters, or in the case of a *modular home* or *unit* the ground level or top of the concrete or asphalt pad on which it is located:
 - (a) Lower than the *flood construction level* for any watercourse or the sea where it has been determined to the satisfaction of the Village; or
 - (b) where it has not been determined or a site-specific *flood construction level* has not been determined.
- .8) The required elevation may be achieved by structural elevation of the said habitable, business, or storage area or by adequately compacted landfill on which any *building* is to be constructed or *modular home* or dwelling *unit* located, or by a combination of both structural elevation and landfill.
- .9) Where landfill is used to achieve the required elevation, no portion of the landfill slope shall be closer than the distances in Section 18.7 from the *natural boundary*, and the face of the landfill slope shall be adequately protected against erosion from flood flows, wave action or other debris.
- .10) Foundations of construction in *alluvial fan* areas shall be designed by a Professional Engineer to ensure that structures are anchored to minimize the impact of flood, sediment and erosion damage; footings are extended below scour depth, or fill materials are armoured where elevation is achieved by fill, to protect against scour, erosion and flood flows.
- .11) Section 18(8) shall not apply to:
 - (a) that portion of a *building* or *structure* to be used as a carport or a garage; or
 - (b) on-loading and off-loading facilities associated with water-oriented industry provided that the main electrical switchgear shall be placed above the *flood construction level*.

.19) AGRICULTURAL LAND RESERVE

- (1) Notwithstanding the provisions of this Bylaw, land within the Village designated as "Agricultural Land Reserve" pursuant to the *Agricultural Land Commission Act*, shall be subject to the *Agricultural Land Commission Act* regulations made under the *Agricultural Land Commission Act*, and relevant orders of the Agricultural Land Commission under the *Agricultural Land Commission Act*; that is to say, and without limiting the generality of the foregoing, where land within an "Agricultural land Reserve" is also within a zone established under this Bylaw, the Bylaw shall be binding only insofar as it is not contrary to the *Agricultural Land Commission Act*, regulations made thereunder and orders of the Agricultural Land Commission.
- (2) Where land pursuant to the *Agricultural Land Commission Act*, regulations made thereunder, or orders of the Agricultural Land Commission is excluded from an "Agricultural Land Reserve" or exempted by the *Agricultural Land Commission Act*, or exempted by regulations made under the *Agricultural Land Commission Act*, the provisions of this Bylaw shall be binding.

VI. LAND USE ZONES

.1) ZONING MAP

- (1) For the purpose of this bylaw, the Village is hereby divided into zones as shown upon the plan in Schedule A of this bylaw entitled "Zoning Map".
- (2) The zones, as shown on the Zoning Map, are as follows and the requirements of each zoning district schedule of this bylaw shall be applied to areas designated on the Zoning Map with the corresponding alpha-numeric symbol:

Section	Zoning District Name	Short Form
<u>RESIDENTIAL ZONES</u>		
	Low Density Residential (Conventional Lot)	R-1
	Low Density Residential 2 (Duplex)	R-2
	Low Density Residential 3 (Small Lot)	R-3
	Medium Density Residential 1 (Townhouse)	R-4
<u>COMMERCIAL ZONES</u>		
	Village Commercial	C-1
	Lakeshore Commercial	C-2
	Mixed Use Commercial/Residential	C-3
	Local Commercial	C-4
	Tourist Commercial	C-5

Marine Commercial	C-6
Holiday Park	C-7
Service Station Commercial	C-8

INSTITUTIONAL ZONES/ OTHER

	P-1
Community and Institutional	W-1
Waterfront	VR
Village Reserve	RR
Resource Reserve	CD-1
Comprehensive Development Zone 1	CD-2
Comprehensive Development Zone 2	RSR
Residential Reserve	

.2) INTERPRETATION

(1) Permitted Uses

The list of uses in the chart entitled "Permitted Uses" in each of the zones set out in this Division shall be interpreted to mean the uses listed in that particular zoning district and no other use shall be permitted.

(2) Development Regulations

The list of regulations in the chart entitled "Development Regulations" in each of the zones set out in this Division shall be interpreted to mean the following unless otherwise authorised by the Local Government Act:

(a) Lot Size

No lot shall be subdivided or developed that is less than the minimum lot size.

(b) Lot Width

No lot shall be subdivided or developed that is less than the prescribed lot width.

(c) Density

No lot shall be subdivided or developed that has a building or structure with a density greater than the prescribed density.

(d) Floor Area Ratio

No lot shall be developed with a building or structure that has a floor area ratio greater than the prescribed floor area ratio.

- (e) Lot Coverage
No lot shall be developed with a building or structure that has a lot coverage greater than the prescribed lot coverage.
- (f) Siting Setbacks
No lot shall be developed with a building or structure that is sited less than the prescribed setback from the lot line.
- (g) Height
No lot shall be developed with a building or structure that has a height greater than the prescribed height.
- (h) Building Width
No lot shall be developed with a building or structure that has a width less than the prescribed building width.
- (i) Number of Principal Buildings
No lot shall be developed with a number of principal of buildings that is greater than the prescribed number of principal buildings.
- (j) Amenity Space
No lot shall be developed with a multi-family building that has less than the prescribed amount of amenity space per dwelling unit.

(3) ***Zoning Boundaries***

Where a *zone* boundary is designated as following a *highway*, the centre line of the *highway* shall be the *zone* boundary.

Where a *zone* boundary does not follow a legally defined *lot line*, and where distances are not specifically indicated, the location of the boundary shall be determined by scaling from the Zoning Map.

Where a parcel is divided by a *zone* boundary, the areas created by such division shall be deemed to be separate *lots* for the purpose of determining the requirements of each zone.

.3) RESIDENTIAL ZONES

(1) PERMITTED USES

The uses set out in this table and no other uses are permitted in the zone indicated.

	R-1 Low Density Residential (Conventional Lot)	R-2 Low Density Residential 2 (Duplex)	R-3 Low Density Residential 3 (Small Lot)	R-4 Medium Density Residential 1 (Townhouse)
PRINCIPAL USES				
Single Family Dwelling	◆	◆	◆	
Two Family Dwelling		◆		
Multiple Family Dwelling				◆
Family Day Care	◆	◆		
ACCESSORY USES				
Accessory Bed and Breakfast		◆		
Accessory Family Day Care	◆	◆	◆	◆
Accessory Home Occupation	◆	◆	◆	◆
Accessory Secondary Suite		◆		
Accessory Buildings	◆	◆	◆	◆

(2) DEVELOPMENT REGULATIONS PRINCIPLE BUILDING

	R-1 Low Density Residential (Conventional Lot)	R-2 Low Density Residential 2 (Duplex)	R-3 Low Density Residential 3 (Small Lot)	R-4 Medium Density Residential 1 (Townhouse)
Minimum Lot Size (m²)	925 ¹ 540 ²	925 ¹ 697 ³ 1125 ⁴ 925 ⁵	360 ³	1500 ²
Minimum Lot Width (m)	18	18 Single 24 Duplex	12.5	22.5
Maximum Density (units / ha)	N/A	N/A	N/A	35
Maximum Lot Coverage (%)	40	40	55	55
Minimum Front Setback (m)	7.5	7.5	4.5	4.5
Minimum Rear Setback (m)	7.5	7.5	4	7.5
Minimum Interior Side Setback (m)	1.5	1.5	1.2	3.6
Minimum Exterior Side Setback (m)	3.6	3.6	3.6	7.5
Maximum Height (m)	10.7	10.7	10.7	11
Minimum Amenity Area (m²)	N/A	N/A	N/A	5 per unit ⁶ 10 per unit ⁷
Number of Principal Buildings	1	1	1	N/A
Off-Street Parking	As per Section VII ⁶	As per Section VII ⁶	As per Section VII ⁶	As per Section VII ⁶

Notes:

1. Lots serviced with Community Sewer System only.
2. Lots serviced with Community Sewer and Community Water Systems.
3. Single Family Dwelling must have Community Sewer and Community Water Systems.
4. Duplex Dwelling Lots serviced with Community Sewer System only.
5. Duplex Dwelling Lots serviced with Community Sewer and Community Water Systems.
6. Off-street parking shall be provided in accordance with this bylaw. See Section VII (seven) Off-street Parking of this bylaw.
7. When a development consists of 10 units or less.
8. When a development consists of 11 units or more.
9. Common amenity areas shall be provided for all multi-family dwellings of 10 or more

units. The amenity area shall be no less than 200 m².

10. The maximum *density* of 74 units per hectare may be increased to a maximum of 100 units per hectare in accordance with the following:
- i) 2 units per hectare for each dwelling unit which are constructed and designated for disabled persons; or
 - ii) 10 units per hectare where a minimum of 50% of required *off street parking spaces* are below *grade* or in a *parking garage*; or
 - iii) 5 units per hectare where a minimum of 5 of the units are *affordable housing units*.

(3) **DEVELOPMENT REGULATIONS ACCESSORY BUILDINGS**

	R-1 Low Density Residential (Conventional Lot)	R-2 Low Density Residential 2 (Duplex)	R-3 Low Density Residential 3 (Small Lot)	R-4 Medium Density Residential 1 (Townhouse)
Maximum Number of Structures	2	2	2	2
Maximum Size (m²)	N/A ¹	N/A ¹	N/A ¹	10 per unit
Maximum Height (m)	5	5	5	5
Front Lot Line Setback (m)	15	7.5	4.5	4.5
Rear Lot Line Setback (m)	1.5	1.5	1	1.5
Exterior Side Lot Line Setback (m)	7.5	3.6	3.6	7.5
Interior Side Lot Line Setback (m)	1	1	1	1

Notes:

1. Must be contained within the maximum lot coverage provisions.

.3) COMMERCIAL ZONES

(1) PERMITTED USES

The uses set out in this table and no other uses are permitted in the zone indicated.

	C-1 Village	C-2 Lakeshore	C-3 Mixed Use	C-4 Commercial	C-5 Tourist	C-6 Marine	C-7 Holiday Park	C-8 Service Station
PRINCIPAL USES								
Automotive Repair and Service								♦
Automotive Sales, Lease or Rental								♦
Boat Launching Ramp						♦		
Campground					♦ ¹¹			
Child Care Facility	♦	♦						
Community Care Facility	♦		♦	♦				
Convenience Store				♦				
Clinic	♦ ¹							
Dwelling Units	♦ ²	♦ ²	♦ ²					
Entertainment Facility	♦	♦						
Financial Institution	♦							
Floatplane Dock and Heliport						♦		
Fuel Service Station	♦ ³							♦
Holiday Park							♦ ^{7, 11}	
Hotel and Motel	♦	♦	♦		♦ ⁹			
Indoor Recreation Facility		♦	♦		♦			
Inn			♦					
Libraries, Art Galleries, & other Cultural Activities	♦	♦	♦					
Lodges, Fraternal Organizations and Clubs	♦	♦	♦					
Marina						♦		
Marine Fuel Sales						♦		
Neighbourhood Pubs	♦	♦		♦				

	C-1 Village	C-2 Lakeshore	C-3 Mixed Use	C-4 Commercial	C-5 Tourist	C-6 Marine	C-7 Holiday Park	C-8 Service Station
Office	◆	◆	◆					
Outdoor Recreation Equipment Rental						◆		
Outdoor Recreation Facility					◆			
Off Street Parking Area	◆ ⁴		◆					
Parking Garage	◆		◆					
Personal Service Establishment	◆		◆	◆				
Retail	◆	◆	◆	◆				
Restaurant	◆ ⁵	◆ ⁵	◆	◆		◆		
ACCESSORY USES	◆	◆	◆	◆	◆	◆	◆	◆
Convenience Store					◆		◆	◆
Indoor Recreation Facility							◆	
Outdoor Recreation Facility							◆	
Residential Dwelling	◆	◆	◆ ¹	◆ ¹	◆ ¹	◆ ¹	◆ ^{8,9}	
Restaurant					◆		◆	
Parking Area		◆	◆	◆		◆		◆
Parking Garage		◆	◆					
Lodges, Fraternal Organizations and Clubs	◆							
Car Wash								◆

Notes:

1. Clinic or an office for medical, dental or similar purposes, including associated laboratory facilities, but not including any such use where the principal services rendered are related to drug or alcohol detoxification or rehabilitation.
2. For buildings that mix commercial and residential uses:
 - a) no portion of the first storey of a building to a depth of 10.7 meters from the front wall of the building and extending across its full width shall be used for residential purposes except for entrances to the residential portion; and
 - b) 200 m² of common amenity area shall be provided with a minimum mean dimension of 6 m and 5 m² of private amenity area shall be provided for each dwelling unit.
3. Notwithstanding the list of uses permitted in Section 6.3.1, a fuel service station shall be the only use permitted on Lot 7, Plan 251 (200 Hot Springs Road).
4. No front yard shall be used for off street parking.
5. Not including a drive-in or drive through restaurant.
6. An accessory residential dwelling use shall be attached to the principal building and shall have a maximum floor area of 186 m².

7. One *accessory residential dwelling* use shall be permitted for a caretaker, owner, or manager of the principal use, except where the *lot* is 1.62 hectares or greater in which case one *accessory residential dwelling unit* shall be permitted for the caretaker and one *accessory residential dwelling unit* shall be permitted for the owner or manager.
8. The *holiday park* shall not be used for occupancy by permanent residents and may only be used as temporary accommodation within recreation vehicles and travel trailers.
9. One *accessory residential dwelling* use shall be permitted for a caretaker, owner, or manager of the principal use, except where the *holiday park* consists of 80 or more camping spaces in which case one *accessory residential dwelling unit* shall be permitted for the caretaker and one *accessory residential dwelling unit* shall be permitted for the owner or manager.
10. *Camp spaces* are not to exceed 50 spaces per hectare.

(2) DEVELOPMENT REGULATIONS PRINCIPLE BUILDING

	C-1 Village	C-2 Lakeshore	C-3 Mixed Use	C-4 Commercial	C-5 Tourist	C-6 Marine	C-7 Holiday Park	C-8 Service Station
Minimum Lot Size (m ²)	464	464	See Note 14	464	See Note 7	600	16,200	925
Minimum Lot Width (m)	20	20	20	20	20	30	40	30
Maximum Density (units/ha)	100	100 ⁵	100	N/A	See Note 8	N/A	See Note 11	N/A
Maximum Floor Area Ratio	1.5	1.25	1.5	N/A	N/A	N/A		N/A
Maximum Lot Coverage (%)	75	75	100	60	60	60	60 ¹²	40
Minimum Setbacks (m)								See Note 6
Front Set back	0 ^{1,3}	0 ^{1,3}	See Note 15	7.5	4.5	7.5	7.5	7.5
Rear Set Back	0 ²	0 ²	See Note 16	6	6	6	4	6
Interior Side lot line setback	0 ³	0 ³	See Note 17	3.6	3.6 ⁹	3.6	4	3
Exterior Side lot line setback	0 ²	0 ²	See Note 18	3.6	3.6	3.6	4	6
Maximum Height (m)	15 ⁴	15 ⁴	15 ⁴	6.5	10 ¹⁰	12	10	6.5
Off-Street Parking	As per Section VII ¹³							

Notes:

- The *front lot line* for all *lots* with frontages on:
 - both Esplanade and Lillooet Avenues shall be deemed to be on Esplanade Avenue; and
 - both Cedar and Lillooet Avenues shall be deemed to be on Lillooet Ave.
- A *setback* of 7.5 meters shall be required in cases where the abutting *lot* is within a residential zone.
- A *setback* of 3.6 meters shall be required for any *storey* above the first *storey*.
- The maximum *height* for the *principal building* shall not exceed 15 meters or 4 storeys whichever is lesser.
- The maximum *density* of 100 per hectare may be increased to a maximum of 120 units per hectare and an associated increase in the *Floor Area Ratio* in accordance with the following:
 - 2 units per hectare for each dwelling unit which caters to the disabled; or
 - 5 units per hectare where a minimum of 5 of the units are *affordable housing units*.
- Gasoline service pumps or pump islands, and propane tanks and dispensing equipment shall be sited not less than 6 meters from any *lot line* and a fuel pump canopy shall be sited not less than 4.5 meters from any *lot line*.

7. Minimum lot sizes:

- 925 m² for *motel* or *indoor recreation facility*;
- 1.62 ha for a *campground*, trailer park, or *outdoor recreation facility*;
- 1.72 ha for a combination *motel / campground* or trailer park.

8. The maximum *density* shall be 50 *camping spaces* per ha. or 50 *motel* units per ha.

9. The setback shall be increased to 6 meters in case where the abutting *lot* is within a residential *zone*.

10. The maximum *height* shall be 10 meters or 2 *storeys* whichever is the lesser.

11. The maximum *density* shall be 50 *camping spaces* per ha with community water and sewer and 35 *camping spaces* per hectare without community water and sewer.

12. Common outdoor recreation, amusement, and sports amenity structures and areas shall be less than 10% of the lot area.

13. Off-street parking shall be provided in accordance with this bylaw. See Section VII (seven), Off-street Parking, of this bylaw.

14. Minimum lot sizes:

- 925 m² for *hotels* and *motels*
- 1,500 m² for mixed *multi-family* and commercial *uses*
- 464 m² (5,000sq.ft) for other permitted *uses*

15. Minimum setback for front parcel lines:

- first *storey*, except *motels* is 0 metres;
- above one *storey*, except *motels* is 3.6 metres;
- motels* is 7.5 metres.

16. Minimum setbacks for *rear parcel lines*:

- abutting other zone is 0 metres;
- above one *storey* is 3.6 metres;
- abutting residential zone is 6 metres.

17. Minimum setbacks for *interior side parcel lines*:

- first *storey* is 0 metres;
- above one *storey* is 3.6 metres;
- abutting residential zone is 6 metres.

18. Minimum setbacks for *exterior side parcel lines*:

- abutting other zone is 0 metres;
- abutting residential zone is 6 metres.

(3) DEVELOPMENT REGULATIONS ACCESSORY BUILDINGS

	C-1 Village	C-2 Lakeshore	C-3 Mixed Use	C-4 Commercial	C-5 Tourist	C-6 Marine	C-7 Holiday Park	C-8 Service Station
Maximum Number	1	1	0	1	1 per 10 units ¹	0	1	1
Maximum Size (m ²)	N/A ³	N/A ³	N/A ³	N/A ³	N/A ³	N/A ³	N/A ³	See Note 2 and 3
Maximum Height (m)	5	5	N/A	4.5	4.5	4.5	4.5	4.5
Front Lot Line Setback (m)	0	0	N/A	7.5	7.5	7.5	N/A	0
Rear Lot Line Setback (m)	0	0	N/A	6	6	6	N/A	0
Exterior Side Lot Line Setback (m)	0	0	N/A	3.6	3.6	3.6	N/A	0
Interior Lot Line Setback (m)	0	0	N/A	3.6	3.6	3.6	N/A	0

1. Only one *dwelling unit* will be permitted for the owner, manager or caretaker, except where the developed *site* area of the permitted use is 1.62 hectares or more in which case one *dwelling unit* will be permitted for the owner or manager and 1 *dwelling unit* will be permitted for the caretaker.
2. Maximum *dwelling unit* area for the owner, manager or caretaker is 125 m².
3. Must be contained within the maximum lot coverage provisions.

.4) INSTITUTIONAL ZONES

(1) COMMUNITY AND INSTITUTIONAL – P-1

(1.1) Permitted Uses

- (1) *Accessory Buildings*
- (2) *Accessory Single Family Residential*
- (3) *Accessory Uses*
- (4) *Church*
- (5) *Community Centre*
- (6) *Libraries, Art Galleries, and other Cultural Buildings*
- (7) *Hall and Auditoriums*
- (8) *Indoor/outdoor Recreation Facility*
- (9) *Hospital*
- (10) *Park or playground, beaches, and tennis courts*
- (11) *Parking Area*
- (12) *Parking Garage*
- (13) *Public Utility*
- (14) *Public School*

(1.2) Conditions for Permitted Land Uses

- (1) One *accessory residential dwelling unit* use shall be permitted for a caretaker of the principal use.

COLUMN 1	COLUMN II
PRINCIPAL BUILDING	
<i>Minimum Parcel Area</i>	500 m ²
<i>Minimum Parcel Width</i>	20 metres
<i>Maximum Size</i>	n/a
<i>Maximum Height</i>	15 m
<i>Front Lot Line Setback</i>	6 metres
<i>Rear Lot Line Setback</i>	6 metres
<i>Exterior Side Lot Line Setback</i>	6 metres
<i>Interior Side Lot line Setback</i>	6 metres
<i>Off-Street Parking</i>	Off-street parking spaces shall be provided in accordance with this Bylaw.

ACCESSORY BUILDINGS AND STRUCTURES	
<i>Maximum Number</i>	n/a
<i>Maximum Height</i>	4.5 metres
<i>Front Lot Line Setback</i>	6 metres
<i>Rear Lot Line Setback</i>	6 metres
<i>Exterior Lot Line Setback</i>	6 metres
<i>Interior Lot Line Setback</i>	6 metres

(2) **WATERFRONT – W-1**

(2.1) **Permitted Uses**

- (1) *Accessory Buildings*
- (2) *Accessory Residential*
- (3) *Accessory Uses*
- (4) Boating, boat rentals, charter/leasing and boat launching;
- (5) Hiking trails, picnic *sites*, viewing areas;
- (6) Marina
- (7) Marine fuel sales;
- (8) Moorage facilities for marine craft;
- (9) *Parks*, swimming and beach areas;
- (10) Private floats, wharves piers and walkways necessary for water access to property immediately abutting the foreshore lying within municipal boundaries;
- (11) Public washrooms;
- (12) Refreshment vending;
- (13) Outdoor recreation equipment rentals;

14 **Accessory Uses**

- (14) one *dwelling unit* for a caretaker or watchman in conjunction with a moorage facility for marine craft;
- (15) *parking areas*;
- (16) *accessory buildings and structures*

(2.2) **Conditions for Permitted Land Uses**

- (1) One *accessory residential dwelling unit* use shall be permitted for a caretaker, owner, or manager of the principal use.

COLUMN 1	COLUMN II
<i>PRINCIPAL BUILDING</i>	
<i>Minimum Lot Size</i>	600 m ²
<i>Maximum Number</i>	1
<i>Maximum Lot Coverage</i>	60%
<i>Minimum Lot Width</i>	30 metres
<i>Maximum Height</i>	10 m
<i>Front Lot Line Setback</i>	7.5 metres
<i>Rear Lot Line Setback</i>	0 metres
<i>Exterior Lot Line Setback</i>	6 metres

<i>Interior Lot line Setback</i>	3 metres
<i>Off-Street Parking and Loading</i>	<i>Off-street parking spaces</i> shall be provided in accordance with this Bylaw.
<i>ACCESSORY BUILDINGS AND STRUCTURES</i>	
<i>Maximum Number</i>	1
<i>Maximum Height</i>	4.5 metres
<i>Front Lot Line Setback</i>	n/a
<i>Rear Lot Line Setback</i>	n/a
<i>Exterior Lot Line Setback</i>	n/a
<i>Interior Lot Line Setback</i>	n/a

(3) VILLAGE RESERVE – VR-1

(3.1) Permitted Land Uses

- (1) Accessory Buildings
- (2) Accessory Residential
- (3) Accessory Uses
- (4) Agriculture

(3.2) Conditions for Permitted Land Uses

- (1) One accessory residential dwelling unit use shall be permitted for a caretaker, owner, or manager of the principal use.

COLUMN 1	COLUMN II
PRINCIPAL BUILDING	
Minimum Lot Size	600 m ²
Maximum Number	1
Minimum Lot Width	30 metres
Maximum Lot Coverage	60%
Maximum Height	10 m
Front Lot Line Setback	7.5 metres
Rear Lot Line Setback	7.5 metres
Exterior Lot Line Setback	7.5 metres
Interior Lot line Setback	7.5 metres
Off-Street Parking and Loading	Off-street parking spaces shall be provided in accordance with this Bylaw.
ACCESSORY BUILDINGS AND STRUCTURES	
Maximum Number	n/a
Maximum Size	n/a
Maximum Height	4.5 metres
Front Lot Line Setback	7.5 metres
Rear Lot Line Setback	7.5 metres
Exterior Lot Line Setback	7.5 metres
Interior Lot Line Setback	7.5 metres

(4)

RESOURCE RESERVE – RR

.1) Intent

The intent of the RR *zone* is to provide for outdoor recreation use and the protection of natural areas. Lands within this *zone* include upland, forested or water areas with physical limitations to development due to natural hazards, or wildlife, scenic or historic values.

.2) Permitted Uses

The following uses and no others are permitted in the RR *zone*:

Principal Uses

- .1 boating, boat rentals, swimming, boat charters, boat leasing;
- .2 hiking trails and bridges, picnic *sites*, viewing areas;
- .3 special *structures* to stabilize the land, vegetation, or to enhance water quantity or quality;
- .4 special *structures* to serve the needs of fish or wildlife;

Accessory Uses

- .5 one *single family dwelling*;
- .6 *parking area*;
- .7 *accessory buildings and structures*

.3) Regulations

On a *parcel* zoned RR, no *building or structure* will be constructed, located or altered and no plan of subdivision will be approved which contravenes the regulations set out in the following table in which Column I sets out the matter to be regulated and Column II sets out the regulations.

COLUMN I	COLUMN II
.1 Minimum <i>Parcel Area</i>	8 hectare
.2 Minimum <i>Setback</i> <ul style="list-style-type: none">• <i>Front parcel line</i>• <i>Interior parcel line</i>• <i>Exterior side parcel line</i>• <i>Rear parcel line</i>	7.5 metres 7.5 metre 7.5 metres 7.5 metres
.3 Maximum Number of <i>principal buildings</i>	1 <i>single detached dwelling per parcel</i>
.4 Parking and Loading	As required by Bylaw

(5) **COMPREHENSIVE DEVELOPMENT ZONE ONE – CD-1**

.1) Intent

This zone is intended to provide for a high density mixed use building which will accommodate a combination of residential units and increased commercial space that complements the business and resort oriented uses of the Village Centre.

New development zoned CD-1 will be required to obtain a Development Permit as per the Official Community Plan.

.2) Permitted Uses

The following uses and no others are permitted in the CD-1 zone:

Principal Uses

- .1 Hotel and motel;
- .2 Offices;
- .3 Restaurant;
- .4 Retail store;
- .5 Indoor recreation facility;
- .6 Personal services establishment;
- .7 Business services establishment;
- .8 Medical and dental clinics;
- .9 Family Daycare facility;
- .10 Convenience stores;
- .11 Entertainment facility;
- .12 Financial institutions;
- .13 Multi-family dwelling.

Accessory Uses

- .1 Accessory Home Occupation – Type I;
- .2 Parking area;
- .3 Parking garage.

.3) Conditions on Use

- .1 All permitted uses shall be connected to the Village of Harrison Hot Springs community water system and sanitary sewer system.
- .2 Multi-family dwellings use must:
 - (a) Be located above the first floor;
 - (b) Have entrances leading directly to the street and the separate entrances shall be divided from other uses by walls;
 - (c) Provide *common amenity areas* of no less than 300m² and have a minimum dimension of 6 metres;
 - (d) Provide private amenity areas of no less than 5 m² for each dwelling unit.

.4) Regulations

On a *parcel* zoned CD-1, no *building or structure* will be constructed, located or altered and no plan of subdivision will be approved which contravenes the regulations set out in the following table in which Column I sets out the matter to be regulated and Column II sets out the regulations.

COLUMN I	COLUMN II
<i>Minimum Parcel Area</i>	0.3 of a hectare
<i>Minimum Parcel Width</i>	40 metres
<i>Minimum Setback – all parcel lines</i> <ul style="list-style-type: none">• <i>First storey</i>• <i>Second storey and above</i>	0 metres 3.0 metres
<i>Maximum Parcel Coverage</i>	100%
<i>Maximum Residential Density</i>	173 units per hectare
<i>Maximum Floor Area Density</i>	1.83
<i>Maximum Building Height</i>	7 storeys or 25 metres, whichever is lesser
<i>Parking and Loading</i>	As required per Section 5

.5) Special Regulations

New development zoned CD-1 will be required to meet the density bonusing and amenity contributions provisions set out for the Village Centre Area as per the Official Community Plan.

(6) **COMPREHENSIVE DEVELOPMENT ZONE TWO – CD-2**

.1) Intent

This zone is intended to provide for a medium density residential development for a 1.52 ha. (4 acres) portion of the lands located on the south east section of the lands, adjacent to Hot Springs Road, legally described as: Section 13, Township 4, Range 29, Meridian W6, New Westminster Land District, Portion FRACTIONAL, Except Plan PT SUBDIVIDED BY PL 251, & EXC PT SUBDIVIDED BY PL 9656, 9786, 27133, 38836, 48818, 53383, 66843, 66844, 66845, 66846, 70213, PID 002-102-234.

.2) Permitted Uses

The following uses and no others are permitted in the CD-2 zone:

Townhouse
Accessory recreational facilities for the use of residents
Home Occupation
Accessory Parking Area

.3) Conditions of Use

- .1 All permitted uses shall be connected to the Village of Harrison Hot Springs community water system and sanitary sewer system.
- .2 Townhouses shall:
 - (a) have entrances leading directly to the street and the separate entrances shall be divided from other uses by walls
 - (b) provide *common amenity areas* of no less than 200 m² and have a minimum dimension of 6 metres
 - (c) provide *private amenity areas* of no less than 5 m² for each dwelling unit.

.4) Regulations

On a parcel zoned CD-2, no building or structure shall be constructed, located or altered and no plan of subdivision approved which contravenes the regulations set out in the following table in which Column I sets out the matter to be regulated and Column II sets out the regulations.

COLUMN I	COLUMN II
<i>Minimum parcel area</i>	1.52 ha.
<i>Minimum parcel width</i>	20 meters
<i>Minimum setbacks</i>	6 meters from all lot lines
<i>Maximum parcel coverage</i>	25%
<i>Maximum residential density</i>	18 units per ha.
<i>Maximum building height</i>	3 storeys or 10.2 meters, whichever is lesser
<i>Parking and loading</i>	2 parking spaces per unit plus visitor parking as required in s. 5 of the Zoning Bylaw

.5) Comprehensive Development Plan

On a parcel zoned CD-2, no building or structure shall be constructed, located or altered and no plan of subdivision approved which is not generally in accordance with the Comprehensive Development Plan which forms an integral component of this zone.

(7) **RESIDENTIAL RESERVE – RSR**

(1) Permitted Land Uses

- (1) *Accessory Buildings*
- (2) *Accessory Uses*
- (3) *Single Detached Dwelling*
- (4) *Home Occupation*

COLUMN 1	COLUMN II
PRINCIPAL BUILDING	
<i>Maximum Number</i>	1
<i>Maximum Lot Coverage</i>	10%
<i>Minimum Lot Size</i>	8000 m ²
<i>Minimum Lot Width</i>	60 metres
<i>Maximum Height</i>	10.0 m
<i>Front Lot Line Setback</i>	10.0 metres
<i>Rear Lot Line Setback</i>	10.0 metres
<i>Exterior Lot Line Setback</i>	7.5 metres
<i>Interior Lot line Setback</i>	5 metres
<i>Off-Street Parking and Loading</i>	<i>Off-street parking spaces shall be provided in accordance with this Bylaw.</i>
ACCESSORY BUILDINGS AND STRUCTURES	
<i>Maximum Number</i>	n/a
<i>Maximum Size</i>	n/a
<i>Maximum Height</i>	5 metres
<i>Front Lot Line Setback</i>	15 metres
<i>Rear Lot Line Setback</i>	3 metres
<i>Exterior Lot Line Setback</i>	7.5 metres
<i>Interior Lot Line Setback</i>	3 metres

VII. OFF-STREET PARKING

.1) Application of Regulations

Space for the off-street parking and loading of motor vehicles in respect of a *use* permitted under this bylaw shall be provided and maintained in accordance with this section.

.2) Exemption of Existing Buildings from Parking and Loading Requirements

The regulations contained in this section will not apply to *buildings, structures* and *uses* existing on the effective date of this Bylaw except that:

- (1) Off-street parking and loading must be provided and maintained in accordance with this section for any addition to any existing *building or structure* or any change or addition to an existing *use*;
- (2) Off-street parking and loading provided prior to the adoption of this Bylaw shall not be reduced below the applicable off-street parking and loading requirement of this section.

.3) Required Number of Spaces

- (1) The number of off-street *parking spaces* for motor vehicles required for any *uses* calculated according to Table 1 of this Bylaw in which Column I classifies the types of *uses* and Column II sets out the number of required off-street *parking spaces* or loading spaces that are to be provided for each *use* in Column;
- (2) in respect of a *use* permitted under this Bylaw which is not specifically referred to in Column I of Tables 1 and 2 the number of off-street *parking spaces* and loading spaces is calculated on the basis of the requirements for a similar *use* as determined by the *Chief Administrative Officer* that is listed in Table I and Table 2;
- (3) Where the calculation of the required off-street *parking spaces* and loading spaces results in a fraction, the number of *parking space* or loading space will be rounded to the nearest whole number.
- (4) For the purposes of calculating off-street parking requirements, ``*gross floor area*`` is as defined in Section 2, but excludes basement storage spaces and utility areas.
- (5) Where more than one *use* is located on a *parcel*, the total number of *parking spaces* or loading spaces to be required shall be the total of the requirements for all *uses* on the *parcel*;

- (6) Where more than one *use* is located in a *building*, the total number of *parking spaces* and loading spaces to be required may recognize the mixed *use* and the required number of spaces based on the *uses*, the area of the *building* dedicated to each *use*, the parking requirements generated by each *use*, and the peak and off times for the parking requirements for each *use*.
- (7) Where more than one standard may apply to a *use*, the standard requiring the greatest number of *parking spaces* shall be used.
- (8) Where the number of *parking spaces* is determined per person is applied the total number of persons shall be according to the maximum occupancy load established under the BC Building Code.
- (9) Off-street loading as required by this section shall not be credited against the requirements for off-street parking, and off-street vehicle parking space must not be credited against the requirements for off-street loading.
- (10) No off-street *parking space* or off-street loading space shall be used for any other purpose than parking, or loading, or unloading, respectively, as required by this bylaw.

4.) Location

- (1) For *uses* in Residential *zones*, off-street *parking spaces* shall be located on the same *parcel* as the *use* they serve. If it is Multi-Family residential, provisions of Section 3 may apply subject to the parking being within 150m of the *building*.
- (2) For *uses* in *zones* other than Residential *zones*, if sufficient off-street *parking spaces* cannot be provided on the same *parcel* as the *use* they serve, the required off-street *parking spaces* may be located on another *parcel* within 150 metres of the *building* or *use* the spaces serve.
- (3) If parking is not located on the same *parcel* as the *parcel* these spaces serve, a restrictive covenant, pursuant to Section 215 of the Land Title Act, will be registered. The covenant must be registered against the titles of the *parcel* on which the *use* is located, and the *parcel* that contains the *parking spaces* and must be in favour of the *Municipality*, to ensure that:
 - (a) off-street *parking spaces* are constructed and maintained to the standards specified in this Bylaw, and are constructed in conjunction with *development* of the land;

- (b) the use is not commenced or continued if the *parking spaces* are not provided; and,
 - (c) the *land* on which the *parking spaces* are provided must be used for that purpose.
- (4) Off-street loading spaces will be located on the same *spaces* as the *use* they serve.
 - (5) Every off-street *parking space* and loading space will have at all times convenient vehicular access to a *highway*.
 - (6) No off-street *parking space* or loading space must be located less than 1.5 metres from any *parcel* line.

5.) **Cash in Lieu**

- (1) An owner of *land*, a *building or structure* that is being developed within the *Municipality* may, at their option, pay to the Municipality the sum of fifteen thousand dollars (\$15,000) per required *parking space* up to a maximum of 10% of the number of *parking spaces* required, in lieu of providing off-street *parking spaces*. These funds collected by the *Municipality* are to be used for transportation and/or parking improvements and/or studies.

6.) **Size and Standards**

- (1) Each off-street *parking space*, other than a parallel parking space, required by this Bylaw will not be less than 2.6 metres in width, 5.5 metres in length and 2.1 metres in height.
- (2) Each off-street parallel *parking space* shall not be less than 3.0 metres in width, 7.0 metres in length (except 5.5 metres in length for an end space), and 2.1 metres in height.
- (3) Adequate provision shall be made for individual entry or exit by vehicles to all *parking spaces* at all times by means of unobstructed manoeuvring aisles, having widths not less than:
 - (a) 6.0 metres for residential, church, school
 - (b) 7.5 metres for commercial or other institutional
- (4) One-way cross aisles shall have a minimum width of 4.0 metres. Two-way cross aisles shall have a minimum width of 7.0 metres. Cross aisles are traffic corridors connecting manoeuvring aisles.
- (5) All *parking areas* and loading areas shall be provided with adequate curbs in order to retain all vehicles within such permitted parking areas,

and to ensure that fences, walls, hedges or landscaped areas, as well as *buildings*, will be protected from vehicles.

- (6) Except for *single detached dwellings* and *duplex dwellings*, all *parking areas* and loading areas must be surfaced in a way that is durable and dust-free, and must be graded and drained as to properly dispose of all surface water.
- (7) Within an off-street *parking area*, all areas intended for vehicular access, parking and loading must be clearly delineated and separated from areas intended for pedestrian access and movements, and all required off-street *parking spaces* and loading spaces must be clearly marked on the ground by painted lines.
- (8) All off-street *parking areas* required for commercial, *multi-family dwelling*, institutional, and assembly uses must be screened from view from an adjacent *residential use*, except at points of entry and exit, by screening as provide in this Bylaw.
- (9) For all *uses, buildings* and *structures* where the total number of off-street *parking spaces* required under this Bylaw is greater than 15 spaces, and for all *parking areas* which are not located on the same *parcel* as the *building* or *use* which they serve, adequate illumination of *parking areas* must be provided.
- (10) Any lighting used to illuminate *parking area* or loading area or *parking garage* must be so arranged that all direct rays of light are reflected upon such parking or parking garage, and not on any nearby premises, residences or *highways*.
- (11) Every off-street *parking area* containing more than 10 off-street *parking spaces* must be provided with a bicycle storage rack with provision for the storage of not less than 5 bicycles for every 10 *parking spaces*.

.7) **Parking for Physically Disabled Persons**

- (1) For a commercial use where twenty-six (26) or more off-street *parking spaces* are required, a proportion of the required spaces shall be provided for physically disabled persons, such spaces to be in accordance with the following table:

<u>Required Parking Spaces</u>	<u>Spaces for the Disabled</u>
1-25	1
26-75	2
76-125	3
Over 126	3 spaces plus one space for every 100 required spaces in excess of 200

- (2) Required off-street *parking spaces* for physically disabled persons shall not be less than 4.2 metres in width.
- (3) Required off-street *parking spaces* for physically disabled persons shall be clearly designated "**FOR USE OF DISABLED PERSONS ONLY**".
- (4) Required off-street *parking spaces* for physically disabled persons shall be constructed and located so as to permit convenient access to a *building* entrance.

.8) **Parking or Storage of Vehicles**

In residential *zones*, no more than the number and type of vehicles set out below will be parked or stored on one *parcel*;

- Four vehicles, one of which may be a truck or school bus not exceeding 4,500 kilograms gross vehicle weight or one horse trailer or camper or recreation vehicle; and
- One boat and boat trailer.

.9) **Ministry of Transportation and Highways Standards**

Development requiring access to or from a provincial *highway* may have to comply with the Ministry of Transportation and Highway's standards as a condition of obtaining a highway access permit.

TABLE 1
REQUIRED OFF-STREET PARKING SPACES

COLUMN I Class of Building	COLUMN II Required Number of Spaces
Ambulance Station	1 and 1 per bay
Amusement Arcade	1 per 40 m ² of <i>gross floor area</i>
Animal Hospital	4 per veterinarian
Appliance Service/Repair Shop	1 per 40 m ² of <i>gross floor area</i>
Automobile Service/Repair Shop	1.5 per bay
Barber Shop	1 per 20 m ² of <i>gross floor area</i> or 2 per employee
<i>Bed and Breakfast</i>	1 per guest room
Boat Launch	15 per 6 m of boat launch ramp width. Each space will be 3 m wide by 9 m deep.
Bowling Alley/Green	3 per lane
Campground	1 per <i>camping space</i>
Cemetery	1 per 200 graves
Church/Place of Worship	1 per 8 seating places
Community Care Facility, Non-Residential	1 per 40 m ² of <i>gross floor area</i>
Community Care Facility, Residential	1 per 3 beds and 1 per 2 employees
Family Daycare Facility	1 per employee and drop off area
Dental Office or Clinic	1 per 20 m ² of <i>gross floor area</i> or 4 per dentist
Dry Cleaning Shop	1 per 40 m ² of <i>gross floor area</i>
Duplex	1 per <i>dwelling unit</i>
Equipment Sales and Rental Store	1 per 70 m ² of <i>gross floor area</i> and 1 per 400 m ² display area and 2 per parts dept.
Financial Institution	1 per 30 m ² of <i>gross floor area</i>
Fire Station	3 per bay
<i>Fuel Service Station</i>	1 per 40 m ² of <i>gross floor area</i> and 1 per 2 fuel or propane pumps
Funeral Home	1 per 8 seating places in chapel
Hair Salon	1 per 20 m ² of <i>gross floor area</i> or 2 per employee

<p>COLUMN I Class of Building</p>	<p>COLUMN II Required Number of Spaces</p>
<i>Holiday Park</i>	1 per recreational vehicle space and 1 per 2 employees
<i>Hotel</i>	1 per guest room and 1 per 8 seats in a restaurant or bar and 1 per 10 m ² (108 ft ²) of banquet or dance floor area and 1 per 3 employees (on each shift).
Laboratory	1 per 40 m ² of <i>gross floor area</i>
Laundromat	1 per 2 washing machines
Liquor Store	1 per 30 m ² of <i>gross floor area</i>
<i>Lodging House/Hotel</i>	1 per 2 beds or 1 per sleeping unit
Marina	1 per 2 berths
Medical Office or Clinic	1 per 20 m ² <i>gross floor area</i> or 4 per doctor
Miniature Golf	1 per hole
Mini-Storage Facility	1 per 100 m ² of <i>gross floor area</i> with a minimum of 5 spaces
<i>Motel</i>	1 per guest room and 1 per 8 seats in cafe, restaurant or bar and 1 per 10 m ² (108 ft ²) banquet or dance floor area and 1 per 3 employees (on each shift)
<i>Multi-Family Dwelling</i>	1 per 1 bedroom unit, 1.5 per 2 bedroom unit, 2 per 3 bedroom unit, and 0.2 spaces per <i>dwelling unit</i> for visitor parking.
<i>Neighbourhood Pub</i>	1 per 5 seats
<i>Nightclub</i>	1 per 5 seats
Office	1 per 30 m ² of <i>gross floor area</i>
Post Office	1 per 30 m ² of <i>gross floor area</i>
Public Assembly Facility	1 per 8 seats or persons
Pool Table/Billiard Facility	1 per table
Racquet Court	1 per court
<i>Recreational Facility, Indoor</i>	1 per 8 seats or persons

COLUMN I Class of Building	COLUMN II Required Number of Spaces
Rental Shop <i>Restaurant</i> <i>Restaurant, Take-Out</i> <i>Retail Store</i> Riding Stable	1 per 40 m ² of <i>gross floor area</i> 1 per 5 seats 2 per cash drawer 1 per 30 m ² of <i>gross floor area</i> 1 per stall
School, Kindergarten/Elementary School, Secondary Secondary Suite Service/Repair of Small Items <i>Single Detached Dwelling</i> Supermarket Theatre Travel Agent Warehouse/Storage Facility	1 per employee 1 per employee and 1 per 10 students 1 per suite 1 per 40 m ² of <i>gross floor area</i> 1 per <i>dwelling</i> 1 per 30 m ² of <i>gross floor area</i> 1 per 10 seats 1 per 20 m ² of <i>gross floor area</i> or 2 per employee 1 per 180 m ² of <i>gross floor area</i>

.10) **Off-street Loading**

- (1) No use may be undertaken in any *zone* unless the off-street loading requirements in this Bylaw have been met for that use.
- (2) Each off-street loading space must not be less than 9.0 metres in length, 3.0 metres in width and provide no less than 4.0 metres of vertical clearance.
- (3) Any loading space and access to it within the same *parcel* must be located as not to interfere with street traffic, pedestrian traffic or customer parking.

TABLE 2
REQUIRED OFF-STREET LOADING SPACES

COLUMN I Use	COLUMN II Required Number of Spaces
Commercial <ul style="list-style-type: none"> • Buildings which have less than 500 m² of <i>gross floor area</i> • Buildings which have between 500 m² to 2,000 m² of <i>gross floor area</i> • Buildings which have more than 2,000 m² of <i>gross floor area</i> Institutional <ul style="list-style-type: none"> • Buildings which have less than 2,800 m² of <i>gross floor area</i> • Buildings which have 2,800 m² or more <i>gross floor area</i> Residential <ul style="list-style-type: none"> • For every 2,000 m² of <i>gross floor area</i> used for apartment units or townhouse units 	<div>1</div> <div>2</div> <div>3</div> <div>1</div> <div>2</div> <div>1</div>

VIII. REPEAL

The Corporation of the Village of Harrison Hot Springs Zoning Bylaw No. 672-1996 and all amendments thereto are hereby repealed.

IX. READINGS AND ADOPTION

READ FOR A FIRST TIME THIS 15th DAY OF OCTOBER, 2012

A PUBLIC HEARING WAS HELD THE 5th DAY OF NOVEMBER, 2012

CONSIDERED AND READ FOR A SECOND TIME AS AMENDED THIS 3rd DAY OF DECEMBER, 2012

A SECOND PUBLIC HEARING WAS HELD THE 17th DAY OF DECEMBER, 2012

READ FOR A THIRD TIME THIS DAY OF JANUARY, 2013

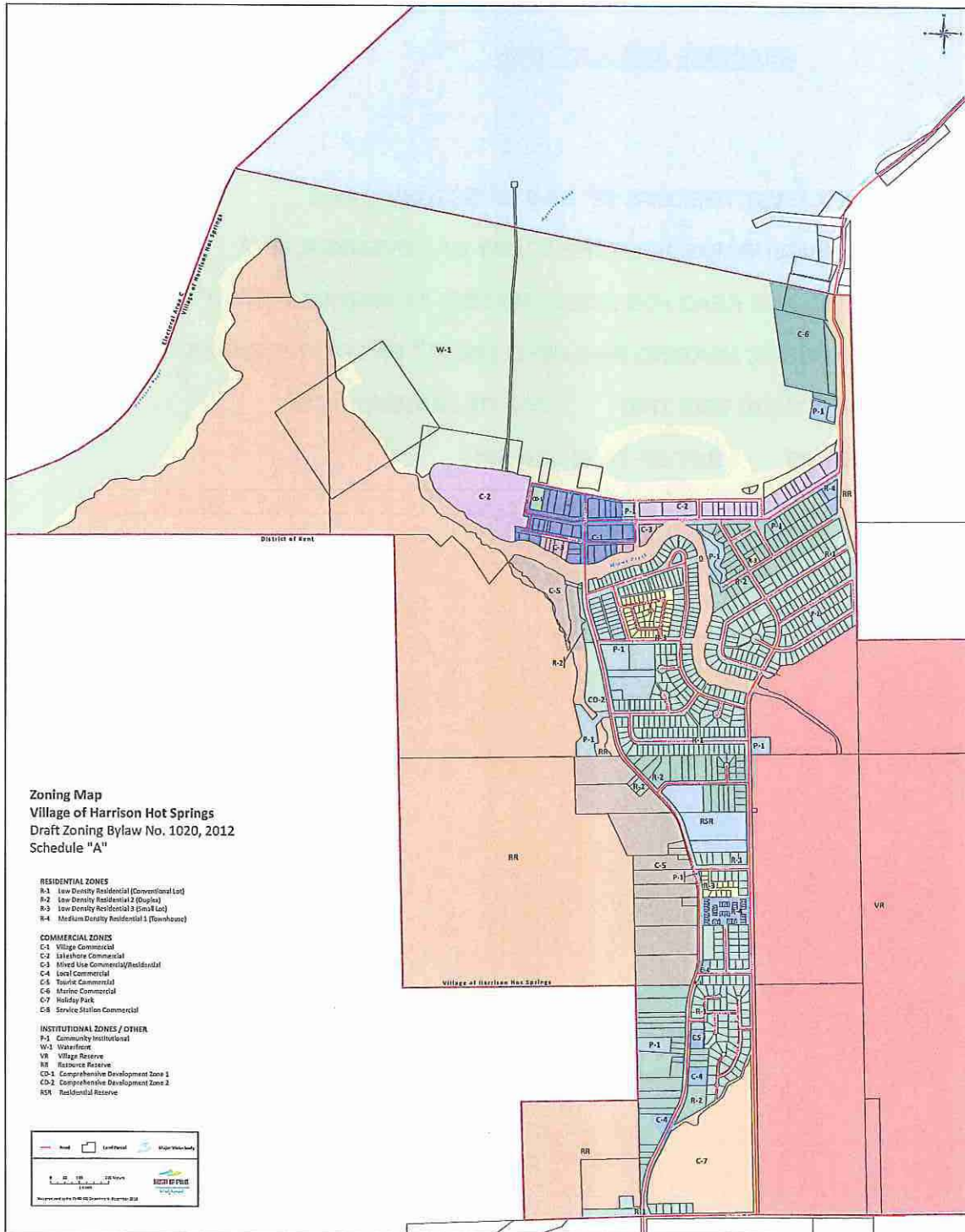
ADOPTED THIS DAY OF JANUARY, 2013

Mayor

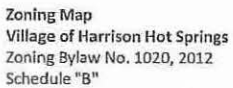
Corporate Officer

Schedule A

Zoning Map



Schedule B
Floodplain Map





VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** December 18, 2012

FROM: Andre Isakov **FILE:** 3360-20-20
Manager, Planning and Community Services

SUBJECT: REZONING APPLICATION – 775 Hot Springs Road
Plan 35160, Lot 37, Section 12, Township 4, Range 29, Meridian W6,
Land District NW.

ISSUE:

Staff are seeking Council direction on the Zoning Bylaw Amendment Bylaw No. 1021, 2013.

BACKGROUND:

The Village of Harrison Hot Springs has received a rezoning application for the property located at 775 Hot Springs Road. The application proposes the rezoning of the property from Residential One Zone (R-1) to Comprehensive Development Zone 3 (CD-3). The zoning amendment is necessary to allow for the requested infill development on the property. The successful rezoning would allow for up to 10 low density single detached dwellings on small bare land strata parcels on a 0.5 ha (1.24 acres) site area, at a density of 20 units per hectare or 8 units per acre, adjacent to Hot Springs Road. The requested density meets the OCP requirements and otherwise complies with the policies of Council outlined in Section 6.3.2 "Low Density Residential Area" within the OCP.

The CD-3 Zone proposes a progressive infill development of single family homes on small lots. The proposed CD-3 zone contemplates heritage style single family homes with the minimum lot size of 335 m² which would be facing Hot Springs Road but accessed by vehicle through a common strata lane in the rear. Each of the ten lots would have two parking spaces for the residents. Landscaping, fencing, and height restrictions would provide privacy and make sure that the new development fits into the character of the neighborhood. Please refer to the Zoning Bylaw Amendment Bylaw 1021, 2013 (attached) for further zone requirements.

The Advisory Planning Commission (APC) has met to review the proposed application at the the November 13, 2012 APC meeting. The APC is recommending the proposed rezoning application to Council.

Attachments:

1. Village of Harrison Hot Springs Zoning Amendment Bylaw 1021;
2. Sustainable Harrison Strategic Question Assessment for the Rezoning Application.

The following options are provided for Council's consideration:

Option 1.

Read Zoning Bylaw Amendment Bylaw No. 1021, 2013 a first time with a Public Hearing to be scheduled for February 4, 2013 with referrals to be sent to:

- a) Village Engineer;
- b) Fire Chief;
- c) Ministry of Transportation and Infrastructure.

for comment prior to the bylaw being considered for second reading.

Option 2.

Request staff to revise the Zoning Bylaw Amendment Bylaw No. 1021, 2013.

Option 3.

Decide not to proceed further with the Zoning Bylaw Amendment Bylaw No. 1021, 2013.

RECOMMENDATION:

THAT the Zoning Bylaw Amendment Bylaw No. 1021, 2013 be read a first time with a Public Hearing to be scheduled for February 4, 2013 with referrals to be sent to:

- a) Village Engineer;
- b) Fire Chief;
- c) Ministry of Transportation and Infrastructure.

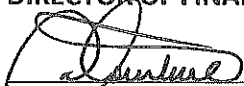
for comment prior to the bylaw being considered for second reading.

**Respectfully submitted for your
consideration;**



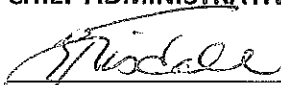
Andre Isakov
Manager, Planning and Community Services

DIRECTOR OF FINANCE COMMENTS:

A handwritten signature in cursive script, appearing to read "Dale Courtice", written over a horizontal line.

Dale Courtice
Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

A handwritten signature in cursive script, appearing to read "Ted Tisdale", written over a horizontal line.

Ted Tisdale
Chief Administrative Officer

SustainableHarrison Strategic Question Assessment

1. Does the project move Harrison toward our shared Vision of Success ?

This project is most directly associated with moving Harrison toward which of the following Community Priorities?

- ☒ Enriching Community Life
☐ Enhancing the Visitor Experience

- ☒ Ensuring Economic Viability
☐ Protecting the Environment

(choose all that apply)

Which Descriptions of Success most strongly support the implementation of your proposed project?

Buildings and Sites

1st Statement

A diverse mix and adequate supply of housing provides livable options for residents of all ages, incomes and needs.

Land Use and Natural Areas

4th Statement

Compact, livable and mixed-use development is promoted and supported.

Buildings and Sites

6th Statement

Buildings and sites avoid continuous encroachment on nature and protect natural areas within and around them as much as possible.

Descriptions of Success - Reference Links

Arts, Culture, Recreation & Leisure
 Buildings and Sites
 Economy and Tourism
 Education, Health & Social Services
 Energy, Waste and Water Systems

DOS
DOS
DOS
DOS
DOS

Food
 Land Use and Natural Areas
 Transportation and Mobility

DOS
DOS
DOS

Which Descriptions of Success potentially conflict with the implementation of your proposed project?

n/a

1st Statement

n/a

Select DOS Statement

n/a

Select DOS Statement

Are there potential mitigations for these apparent conflicts?

☒ Yes ☒ No

This project does not have any foreseen conflicts with the Descriptions of Success, thus there is no need to take action to mitigate.

2. Does the project move Harrison toward our Sustainability Objectives?



To reduce, and eventually eliminate Harrison's contribution to the systematic increase in the build up of substances taken from the earth's crust.

Examples

away

To reduce, and eventually eliminate Harrison's contribution to the systematic increase in the build up of substances produced by society.

Examples

toward slowly

To reduce, and eventually eliminate Harrison's contribution to the systematic degradation of natural systems by physical means.

Examples

toward slowly

To reduce, and eventually eliminate Harrison's contribution to systematically

Examples

toward slowly

3. Does the project ensure flexibility for further movement toward SustainableHarrison?

This project incorporates long-term flexibility by encouraging in-fill and small lot development.

4. Does the project ensure that financial resources are applied strategically?

If possible, place a value on the Increased level of service that this project would provide to residents, businesses and institutions e.g. what are they willing to pay for it through fees or taxes?

\$ n/a

Will the project reduce/increase current operating or maintenance expenses? Estimate the annual savings or costs (-)

\$ n/a

Considering new revenue/savings and additional operational costs /savings what is the approximate simple pay-back period on the invested capital?

n/a

Are there other justifications for this project being considered a particularly good financial investment? e.g. ROI, IRR, mandatory for compliance etc.

The development will result in DCC revenue, and ongoing tax revenue for the community.

Given the long-term costs/savings, revenue streams and enduring benefits associated with the proposed project, please confirm whether or not you feel that the proposed concept is a good use of limited financial resources:

☒ Yes ☒ No



**VILLAGE OF HARRISON HOT SPRINGS
BYLAW NO. 1021**

**A bylaw to amend Village of Harrison Hot Springs
Zoning Bylaw 1020, 2012**

WHEREAS the Mayor and Council has deemed it advisable to amend the Village of Harrison Hot Springs Zoning Bylaw No. 1020, 2012, the Zoning Bylaw for the Village of Harrison Hot Springs, as adopted January 7th, 2013;

NOW THEREFORE in open meeting assembled, the Mayor and Council of the Village of Harrison Hot Springs enacts as follows:

I. CITATION

This Bylaw may be cited for all purposes as the "**Village of Harrison Hot Springs Zoning Bylaw Amendment Bylaw No. 1021, 2013**".

II. TEXT AMENDMENT

That the Village of Harrison Hot Springs Zoning Bylaw Number 1020, 2012, be amended by:

- A. Inserting the following new sub-section: "VI. 4). (8) Comprehensive Development Zone 3 – CD-3"; and
- B. Inserting the above sub-section within the Table of Contents.

"VI. 4). (8) COMPREHENSIVE DEVELOPMENT ZONE THREE – CD-3

.1) Intent

This zone is intended to provide for *low density, single detached dwellings* on small bare land strata *parcels* located on Plan 35160, Lot 37, Section 12, Township 4, Range 29, Meridian W6, Land District NW.

.2) Permitted Uses

The following uses and no others are permitted in the CD-3 zone:

Principal Uses

- .1 *Single Detached Dwelling*

Accessory Uses

- .1 *Home Occupation;*
 .2 *Parking area;*
 .3 *Parking garage.*

.3) Conditions on Use

- .1 All permitted uses shall be connected to the Village of Harrison Hot Springs community water system and sanitary sewer system.
- .2 All parcels shall have vehicle access only through a common lane in the rear.
- .3 Landscaping and screening shall be approved by the Village and conducted in accordance with the conditions outlined within the Zoning Bylaw 1020.

.4) Regulations

On a *parcel* zoned CD-3, no *building or structure* will be constructed, located or altered and no plan of subdivision will be approved which contravenes the regulations set out in the following table in which Column I sets out the matter to be regulated and Column II sets out the regulations.

COLUMN I	COLUMN II
Minimum <i>Lot</i> Size	335 m ²
Minimum <i>Lot</i> Width	10.5 metres
Maximum Number of <i>Principle Buildings</i>	1
<i>Principle Buildings</i> Minimum Setback <ul style="list-style-type: none"> • front parcel line • interior parcel line • exterior parcel line • rear parcel line 	4.5 metres 1.2 metres 1.2 metres 4.0 metres
Maximum Number of <i>Accessory Buildings and Structures</i>	2
<i>Accessory Building and Structures</i> Minimum Setback <ul style="list-style-type: none"> • front parcel line • interior parcel line • exterior parcel line • rear parcel line 	4.5 metres 1.0 metres 1.2 metres 1.0 metres
Maximum <i>Lot</i> Coverage	60%
Maximum <i>Building Height</i>	7.5 metres for <i>principle buildings</i> 3.8 metres for <i>accessory buildings</i>
<i>Parking and Loading</i>	2 parking spaces per parcel

4 Community Amenities

On a parcel zoned CD-3, no building or structure shall be constructed until the following community amenity has been provided to the Village:

1. A \$15,000 contribution towards beachfront and waterfront streetscape improvements.

5 Comprehensive Development Plan

On a parcel zoned CD-3, no building or structure shall be constructed, located or altered and no plan of subdivision approved which is not generally in accordance with the Comprehensive Development Plan which forms an integral component of this zone as Schedule 1.

II. MAP AMENDMENT

- A. That Schedule A, the Zoning Map of the Village of Harrison Hot Springs Bylaw No. 1020, be amended by rezoning the property located on Plan 35160, Lot 37, Section 12, Township 4, Range 29, Meridian W6, Land District NW, and as outlined in heavy black outline and cross-hatched on Schedule 2 of this Bylaw, from the **Residential One Zone (R-1)** to **Comprehensive Development Zone 3 (CD-3)**.
- B. That the map appended hereto designated as Schedule 2 showing such amendment is an integral part of this Bylaw.

III. READINGS AND ADOPTION

READ A FIRST TIME THIS 7th DAY OF JANUARY, 2013

A PUBLIC HEARING WAS HELD ON THE ____ DAY OF ____, 2013

READ A SECOND TIME THIS ____ DAY OF ____, 2013

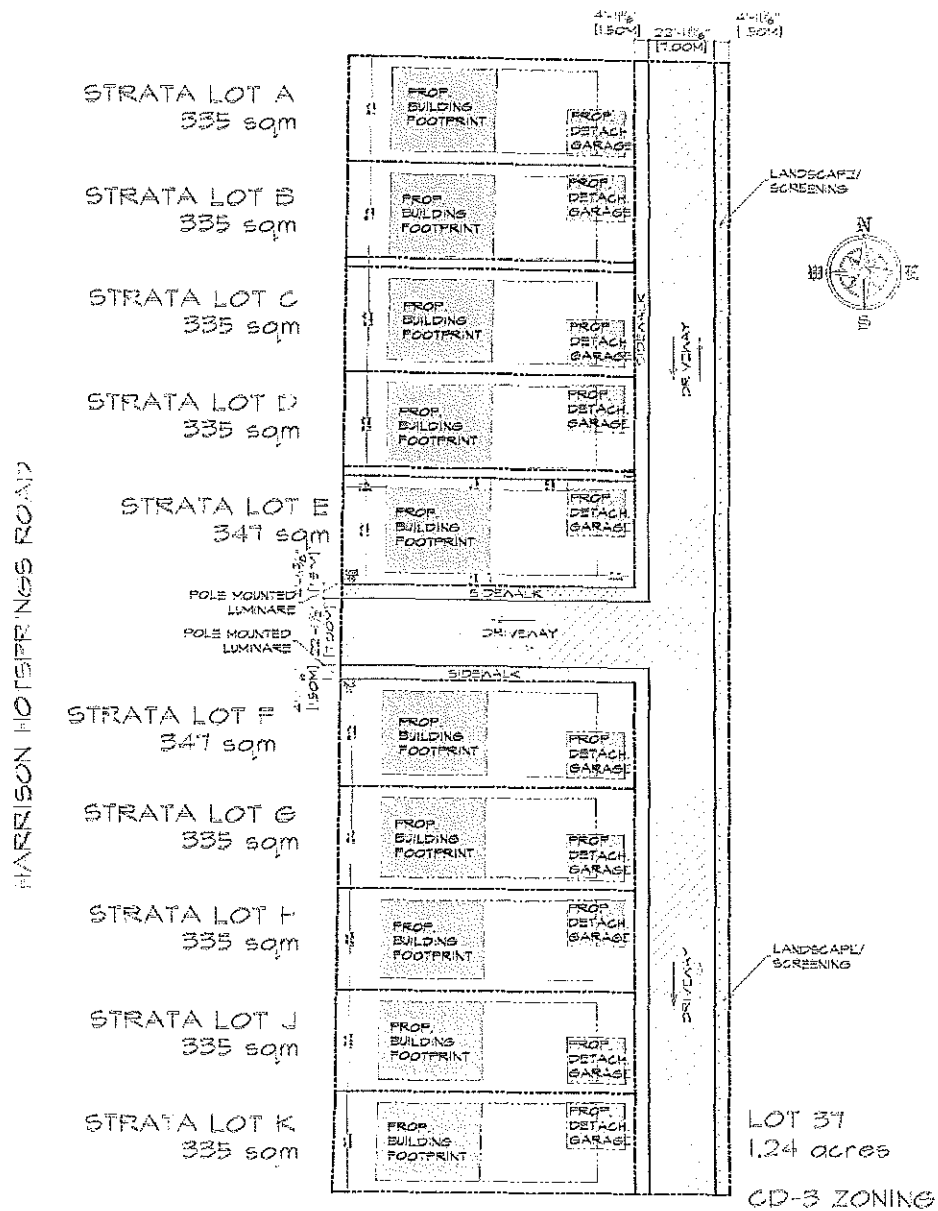
READ A THIRD TIME THIS ____ DAY OF ____, 2013

ADOPTED THIS ____ DAY OF ____, 2013

Mayor

Corporate Officer

**Schedule 1 of Bylaw 1021
Comprehensive Development Plan**



Schedule 2 of Bylaw 1021

