

VILLAGE OF HARRISON HOT SPRINGS NOTICE OF MEETING AND AGENDA

REGULAR COUNCIL MEETING

Date:

Monday, March 4th, 2013

Time:

7:00 p.m.

Location:

Council Chambers, 495 Hot Springs Road Harrison Hot Springs, British Columbia

1. CALL TO ORDER Meeting called to order by Mayor Facio (a) 2. INTRODUCTION OF LATE ITEMS 3. APPROVAL OF AGENDA 4. ADOPTION OF COUNCIL MINUTES ☐ Regular Council Item 4.1 THAT the Regular Council Meeting Minutes of February 18, 2013 be adopted. Meeting Minutes of Page 1 February 18, 2013 5. BUSINESS ARISING FROM THE MINUTES CONSENT AGENDA Item 6.i **Bylaw** Item 6.ii ii. Agreements Item 6.iii iii. Committee/ Commission **Minutes** iv. Correspondence

☐ Pay Parking	Report of the Manager of Planning & Community Services - February 27, 2013 Re: Pay Parking	Item 12.4 Page 63
	Recommendation:	
	THAT the Pay Parking proposal for the Village core and beachfront not be approved.	
☐ EMBC DFA Repair Project Funds	Report of Operations Manager – March 4, 2013 Re: EMBC DFA Repair Project Funds	Item 12.5 Page 69
	Recommendation:	
	THAT Council authorize the allocation of \$60,000.00 to fund the Village's portion of the "Lagoon Breakwater and WWTP Road Restoration Project".	
w		
13. BYLAWS		NAME .
14. QUESTIONS	FROM THE PUBLIC	

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

DATE: February 18, 2013

TIME: 7:00 p.m.

PLACE: Council Chambers,

495 Hot Springs Road, Harrison Hot Springs

IN ATTENDANCE:

Mayor Leo Facio

Councillor Sonja Reyerse Councillor John Buckley Councillor Zoltan Kiss Councillor Allan Jackson

CAO, Ted Tisdale

DCAO/Corporate Officer, Debra Key

Manager of Planning and Community Services,

Andre Isakov

Operations Manager, Ian Gardner

Recording Secretary, Krystal Sobie

ABSENT:

1. <u>CALL TO ORDER</u>

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

2. <u>INTRODUCTION OF LATE ITEMS</u>

- Public Events Coordinator Service Agreement
- Report of Manager of Planning and Community Services, Andre Isakov - Rezoning Application – 775 Hot Springs Road
- Public Hearing Record of February 4, 2013

3. APPROVAL OF AGENDA

Moved by Councillor Reverse Seconded by Councillor Buckley

THAT the agenda be approved as amended.

CARRIED UNANIMOUSLY

4.

ADOPTION AND RECEIPT OF MINUTES

☐ Regular Council Meeting Minutes – February 4, 2013 Moved by Councillor Jackson Seconded by Councillor Buckley

THAT the minutes of the Regular Council Meeting of February 4, 2013

be adopted.

CARRIED UNANIMOUSLY

☐ Public Hearing Record – February 4, 2013 Moved by Councillor Jackson Seconded by Councillor Buckley

THAT the Public Hearing Record of February 4, 2013 be adopted.

CARRIED UNANIMOUSLY

5. BUSINESS ARISING FROM THE MINUTES

6.

CONSENT AGENDA

i. Bylaws
☐ Miscellaneous Fee Bylaw
No. 1024

Zoning Amendment Bylaw No. 1021, 2013 Pre-Authorized Payments Bylaw No. 1029, 2013 Records Management Bylaw No. 1030, 2013

ii. Agreements

iii. Committee/ Commission Minutes Advisory Planning Commission Meeting Minutes of November 13, 2012

iv. Correspondence

Letter from Honours and Awards Secretariat

Re: 2013 Call for Nominations

Email from the Minister of Finance (FCM)

Re: 2013 Budget

Moved by Councillor Jackson Seconded by Councillor Buckley

THAT the Consent Agenda be approved.

CARRIED UNANIMOUSLY

7. <u>DELEGATIONS</u>

Donna Tennant, Tennant-Derksen Creative Strategies provided a brief overview of the results of the Town Hall Meeting held on January 17, 2013. A brief highlight of the key areas that came out for each question was discussed.

8. CORRESPONDENCE

Letter from the District of Kent Re: Draft Public Health Plan

Moved by Councillor Kiss Seconded by Councillor Reverse

THAT Council supports the District of Kent's letter to the Ministry of Health regarding the Draft Public Health Plan.

CARRIED UNANIMOUSLY

Letter from Mark Strahl MP
Re: Comprehensive Economic and Trade Agreement (CETA)

Moved by Councillor Jackson Seconded by Councillor Reyerse

THAT Council support in principle the Comprehensive Economic and Trade Agreement (CETA).

CARRIED UNANIMOUSLY

9. BUSINESS ARISING OUT OF CORRESPONDENCE

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

11. REPORTS FROM MAYOR FACIO

Kent Institution is having a change of Command on February 28, 2013 at 9:00 a.m.

Kent-Harrison Art Council is having an art show for students on March 31, 2013 – May 3, 2013 at the Ranger Station on Rockwell Drive.

Council attended a Special Joint In-Camera Council Meeting in the District of Kent.

February 14, 2013 attended along with Councillor Jackson and Andre Isakov Manager of Planning and Community Services attended Economic Development Essentials for Local Officials workshop in Chilliwack.

A member of the public brought a concern up regarding information on how to approach Council and staff. This person believes that the residents should have more say in the decisions that are made in the Village.

Section 133 of the Community Charter was read out.

12. REPORTS FROM STAFF

☐ Replacement of Mower/Loader Tractor

Moved by Councillor Jackson Seconded by Councillor Buckley

THAT Council authorize the purchase of a new mower/loader tractor from Rollins Machinery for the quoted price of \$10,783.20.

CARRIED UNANIMOUSLY

☐ Joint Council Meeting held February 7, 2013 Moved by Councillor Buckley Seconded by Councillor Reyerse

THAT Council approve of the District of Kent applying to the Kent Institute for the provision of manpower to provide improvements to the Campbell Lake Trail.

CARRIED UNANIMOUSLY

Councillor Reyerse left the room at 7:38 p.m. due to a potential conflict of interest due to her husband Robert Reyerse working for Tourism Harrison.

☐ Public Event Coordinator Service Agreement Councillor Kiss would like to see this item be discussed in further detail at the Council Retreat being held on February 19-21, 2013.

Moved by Councillor Buckley Seconded by Councillor Jackson

THAT Council enter into the Public Events Service Agreement with the Harrison Tourism Society;

AND THAT Council approves the sum of \$78,000.00 from the 2013 Resort Municipality Initiative budget towards the facilitation of the Event Coordination Business Plan 2013 as presented by Harrison Tourism Society.

CARRIED OPPOSED BY COUNCILLOR KISS

13. BYLAWS

14. QUESTIONS FROM THE PUBLIC

- Q. John Allen Why did you send the RCMP to my house today and threaten to arrest me if I made a disruption at the Council meeting this evening?
- A. The RCMP were called to speak with you in respect to the interference with the flood gates.

15. ADJOURNMENT

Moved by Councillor Jackson Seconded by Councillor Buckley

THAT the meeting be adjourned at 7:49 p.m.

CARRIED UNANIMOUSLY

Leo Facio	Debra Key
Mayor	Corporate Officer

HARRISON HOT SPRINGS

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 VOM 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: Jan 14/13 Requested Meeting Date: Feb. 4/13
Organization Name (if applicable): B. C. ASSESSment
Name of Presenter: VIVIan Thomps:
Name of Applicant if Other than Above: VIVIC n 1/10mp
Contact Phone Number & E-Mail: 1-800-393-1332 ×15272
Mailing Address with Postal Code: #240, 31935 South Fraser V2T 5N7
Audio/Visual requirements: Power Pont
Topic: 2013 Property Assessments.
Action you wish Council to take: <u>no action required</u> Presentation for info purpose only.



2013 Property Assessment Overview

Ramaish Shah March 4, 2013

BCAssessrnert

www.bcassessment.ca

We value... our partners

Vibrant Communities

Relationships | Trust | Expertise

We Value BC

Assessments = Market Value

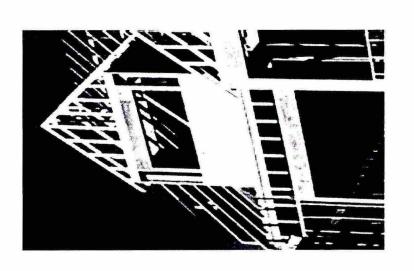
- July 1st Valuation date
- October 31st Physical condition and Permitted Use



Market Value is defined as:

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that either is under undue duress.





Residential Stratas

Single Family

Commercial

Industrial Development Land

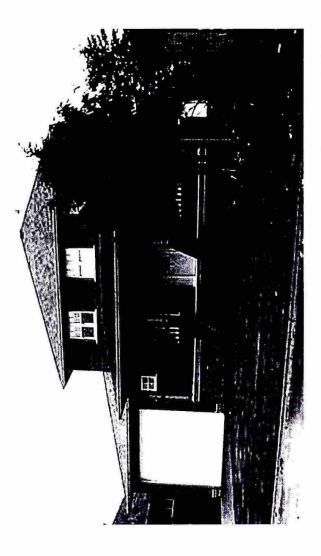
= 0 to -2%

= 0 to -4%

= 0 to 5% = 0 to 5% = no change



	2012 Roll	2013 Roll
Residential Utilities Business/Other Rec/Non-Profit	\$312 million \$2.77 million \$72.2 million \$8.9 million	\$304 million \$2.72 million \$72.7 million \$7.5 million
Total	\$396.8 Million	\$387.3 Million



2013 Assessed Value = \$392,000

2012 Assessed Value - \$394,000 Lot Size - 7,500 square feet Year Built - 2003

HARRISON HOT SPRINGS



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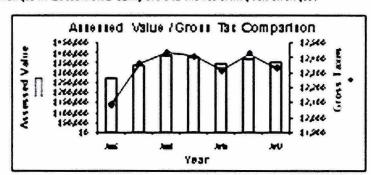
Bathrama 2full

Sales Date:

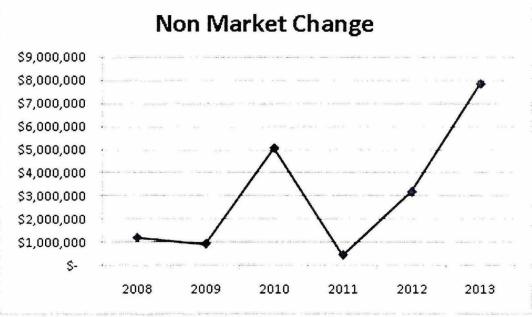
Jul-10-2012 \$354,000 Jul-27-2000 \$165,000

The chart and graph below thoughout he relationship of changes in assessments compared to the resulting tax changes.

Teer	Arress	Change	Grass	Change
2006	\$272,000		\$2,091	
2007	\$335,000	23.2%	\$2,366	13.2%
2008	\$389,000	16.1%	\$2,440	3.1%
2009	\$377,000	-3.1%	\$2,413	-1.1%
2010	\$344,000	•3.3%	\$2,317	-4.0%
2011	\$368,000	7.0%	\$2,434	5.0%
2012	\$354,000	-3.3%	\$2,336	-4.0%









www.bcassessment.ca

- Fact Sheets
- E-value BC Online Assessment Comparison
- On-line Appeal Form

1-866-825-8322



Questions?



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council DATE: March 4, 2013

FROM: lan Crane, FILE: 7380-20

Manager of Development Services.

SUBJECT: Fire Department Delegation

ISSUE:

Fire Chief Don Labossiere has requested attendance as a delegation to present the Fire Department 2012 Annual Report.

RECOMMENDATION:

That the delegation be heard.

Respectfully submitted for your

consideration;

Ian Crane

Manager of Development Services

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

Ted Tisdale

Chief Administrative Officer



2012 Annual Report

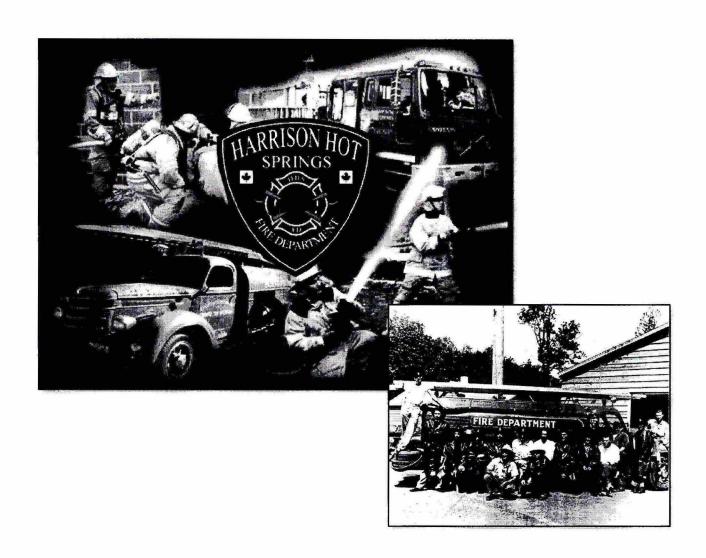


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MISSION STATEMENT

"The Harrison Hot Springs Fire Department will provide to our community fire prevention and awareness information as well as quality and effective fire suppression capabilities to the best of our ability. This is our community and through team work and professionalism we will strive to protect lives, property and damage to our environment as our primary goals".



INTRODUCTION



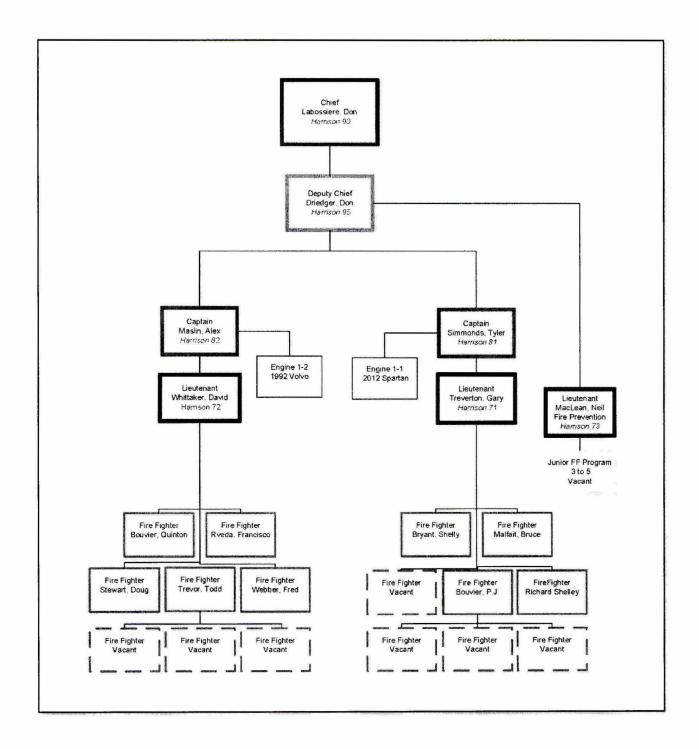
Fire Chief D.M. Labossiere

Fire Chiefs Message

The primary mission of the Harrison Hot Springs Fire Department is to provide fire protection services and to protect the lives and property of the residents in the Village from the adverse effects of fires, specific medical emergencies or are able to accomplish our mission through the dedication of sixteen fire department members committed to providing excellent service to our community and to making a difference in the lives of the people we serve. We take pride in our service delivery and we use our training and skills to assist our residents, business partners and visitors on an average 60 calls for service per year. Our services have broadened over the years and our ability to respond to a variety of incidents speaks volumes of our desire to serve. We continue to evaluate the needs of the community and seek solutions to improved service.

Our Fire Prevention Department seeks to prevent fires through a fire prevention program that minimizes fire risk through public education and enforcement. As we continue to grow as a community, the role of prevention becomes increasingly important to ensure a safe environment for the businesses and citizens of this community. You also can do your part by planning an escape route from your home, establishing a meeting place for your family once you are safely out and ensure that your home has at least one smoke alarm on every level of the home and outside all sleeping areas. "SMOKE ALARMS SAVE LIVES" ... The Harrison Hot Springs Fire Department is well positioned to accept new challenges that may arise and will face them with the steadfast determination that has become the a trade mark of the department.

ORGANIZATIONAL CHART



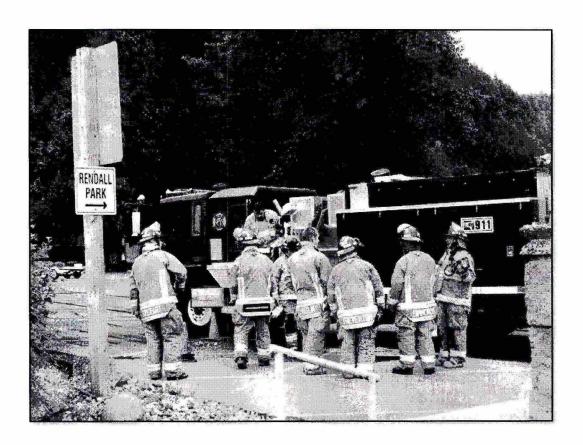
PERSONNEL

PAID-ON CALL (POC) FIREFIGHTERS, December 31, 2012

Fire Chief	1
Deputy Chief	1
Captain	2
Lieutenant	2
Lieutenant Fire Prevention Officer	1
Fire Fighters	9
Total	16*

NOTE: In 2012, one (1) POC member left the Department.

^{*}The Department is authorized for a maximum strength of 23 members.



EMERGENCY CALLOUTS

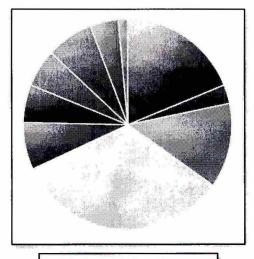
RESPONSES BY TYPE	2012	2011	2010	2009
Fires	5	2	1	8
Emergency Medical	13	12	44	39
Motor Vehicle Accidents	5	6	5	5
Burning Complaints	23	8	=	' '
Public Service	1	1	-	12
Public Hazards	1	4	_	:=-
Rescues	1	1	-	-
Hazardous Materials	4	0	-	:-
Alarms Ringing	15	16	21	23
Miscellaneous	1	=	23	31
TOTAL	69	50	94	106

(Mitchell Report 2011, page 17)

EMERGENCY MEDICA	NL .	FIRES		
Lift Assist (BCAS)	7	Structu	ıre	3
Breathing Difficulties	2	Bush		2
Chest Pain	1			
Seizure	1	RESCU	E	
Breach Baby	1	Elevato	or	1
Fall	1			
		ALARN	AS RING	GING
PUBLIC SERVICE		Comm	ercial	13
Cat in tree	1	Reside	ntial	2
	SINGLE ENGINE RESPONSES		40	
	MULTIPLE ENGINE RESPONSI	EŠ	6	
	UTILITY RESPONSES		32	
	DAYTIME RESPONSES		11	

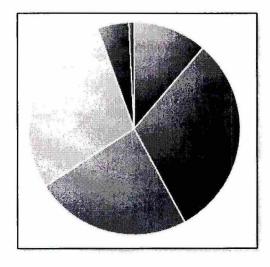
FIRE LOSSES

FIRE LOSS	2012	\$300.00 (Naismith shed fire)
	2011	\$ -
	2010	\$ -
	2009	\$ -
FIRE FATALITIES	2012	0
	2011	0
	2010	0
	2009	0
FIRE INJURIES	2012	0
	2011	0
	2010	0
	2009	0



- 013 (18.84%) Alarm (Commercial)
- 002 (02.90%) Alarm (Residential)
- 009 (13.04%) Ambulance Assist 023 (33.33%) Burning Complaint 005 (07.25%) Fire
- 004 (05.80%) Gas Leak
- 004 (05.80%) Medical
- 005 (07.25%) MVA
- 003 (04.35%) Other
- 001 (01.45%) Power Lines

2012 Responses by Type



- 0435.00 (11.27%) Emergency 1189.25 (30.81%) Practice 0920.50 (23.85%) Volunteer 1099.75 (28.49%) Training 0184.00 (04.77%) LAFC 0031.00 (00.80%) Janitorial

2012 Time Distribution

FIRE PREVENTION

FIRE INSPECTIONS	2012	2011	2010	2009
Business Licence Applications	131	-	-	-
Regular Inspections	111	-	-	-
Re-Inspections	16	-	-	-
Final Inspections (new buildings)	0	,-(-	-
Complaint	10	-	-	-
Occupancy Load Request	3	~	-	-

NOTE: There are approximately 111 businesses that require regular fire inspections as well as 20 home based business licence holders.

The Departments Fire Prevention Officer (FPO) also conducted three public education sessions and three occupancy load checks during regular business hours. The FPO attended several courses/seminars during the year including:

Fire Investigation Course

Crime Scene Preservation Course

• Electrical Enunciator Panel Operation Course

Sprinkler Fire Suppression Systems Course

• Fire Prevention Officers Association meeting

Langley Fire Rescue

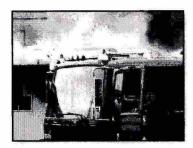
Williams Lake FD

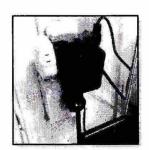
Victoria Fire FD

Kamloops Fire Rescue



Lieutenant Neil MacLean Fire Prevention Officer





BUDGET

ACTUAL OPERATING COSTS		2012	2011	2010	2009
Annual Operating Cost Population estimate Per Capita Cost		\$130, 406.00 1575 \$82.80	\$116, 149.00 1575 \$73.75	\$85, 594.00 1575 \$54.35	\$73, 810.00 1500 \$49.21
POC WAGES		2012	2011	2010	2009
Officer Honorarium Fire Fighter Callouts Fire Fighter Practice Firefighter Training Fire Prevention Wages		\$9750.00 \$7465.40 \$20, 642.00 \$13, 000.42 \$3847.20	\$5000.00 \$4068.00 \$23, 310.00 \$7768.32 \$3600.00	\$5000.00 \$4266.00 \$14, 178.00 \$0.00	\$5000.00 \$8566.20 \$14, 288.40
	Total:	\$54, 705.02	\$43, 746.38	\$23, 444.00	\$27, 854.60

2012 CAPITAL EXPENDITURES

Apparatus / Vehicle Purchases:

Spartan Engine (December) \$ 348, 754.23



Major Equipment Purchases:

- \$25, 0000.00 budget allocated to the new engine with \$22, 952.33 spent.
- \$24, 948.87 gaming grant funds from 2011 application with \$223.39 remaining.
- \$13, 000.00+ for installation of air exchanger in the Hall for exhaust.
- Fire Fighter turnout gear (Personal Protective Equipment plus boots x4 sets)
- Helmets (Helmets with mounted flashlight x7)
- SCBA (Refurbished Scott airparks with face piece x5)
- Fire Hose (1000' 4", 300' 2.5", 300' 1.75")
- Nozzles (1.5" and a 2.5" with air aspirating attachment)
- Power tools (Ventilation rescue saw, circular saw, PPV fan)

EMERGENCY FIRE FIGHTING APPARATUS

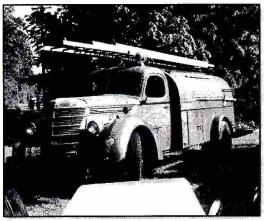
	No.	Apparatus	Year	Capacity
ENGINES:	408 407	Engine 1-1 (Spartan) Engine 1-2 (Volvo)	2012 1992*	1250 IGPM 1050 IGPM
UTILITY:	409	Utility 1-8 (Duty pickup)	1992	n/a
ANTIQUE:	421	Ford	1941**	n/a
RETIRED:	408	International Loadster	1977**	625 IGPM

^{*} Fire Fighting apparatus more than 20 years old.

^{**} Currently in storage in the maintenance yard.







TRAINING

What we did in 2012:

The Department had a busy training year in 2012, beginning with three new recruits successfully completing the Recruit Training Program3 (RTP3) which includes the Basic Firefighter Certificate Program, Standard CPR/AED, two days at Live Fire1 and Incident Command System100.

During this time, the Hall trainers were completing the Basic Firefighter Certificate Program for the majority of the membership, thus preparing for the next phase of Hall training which is bridging into the NFPA Firefighter1 program.

At the beginning of summer, two Officers spent several weeks at the JIBC Fire Officer Boot Camp in New Westminster where they both successfully completed the Fire Officer1 course. The Department now has five Officers who are trained to the Fire Officer1 level, with two Officers slated to begin Fire Officer2 course training in 2013.

As well over the summer and fall several members took training courses through the JIBC including: Pumps and Pumping, Emergency Vehicle Training, Basic Firefighter Program Evaluator, Incident Command System100, Live Fire2 and three members becoming First Responder3 certified.

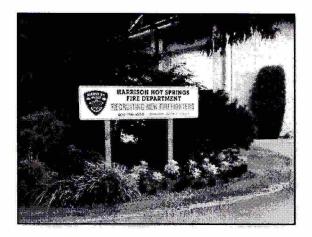
What we plan to do in 2013:

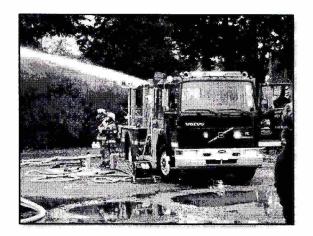
The upcoming year will see the weekly in-house training focused on the following:

- · Basic Firefighter Refresher training
- First Aid training
- Topic lecture or SOP drill

Other specialized training will focus on the following topics:

- Recruit Training Program4 (RTP4)
- Bridging into the Firefighter1 program including HAZMAT Awareness
- First Responder3 training with Spinal and AED endorsement
- Officer development through the Fire Officer1/2 training program
- Introduction to Wildfire in the Urban Interface

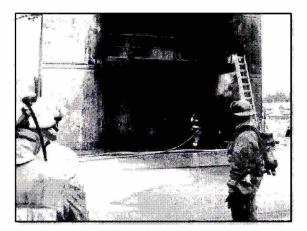












JOINT EMERGENCY PROGRAM PREPAREDNESS (JEPP) EMERGENCY SOCIAL SERVICES (ESS)

JEPP

Some significant changes have occurred in relation to the Joint Emergency Preparedness Program (JEPP) which saw the Federal Government cancel the program funding, directly impacting the light Urban Search and Rescue (USAR) team training. Remaining funds from the JEPP programs 2011 grant will be spent towards additional USAR training for members of the Agassiz Fire Department.

Roger Poulton, the Emergency Program Coordinator, tendered his resignation effective January 16th, 2013 and was replaced by Deputy Fire Chief Gerald Basten of the Agassiz Fire Department.

ESS

The Emergency Social Services (ESS) team quit en mass and has not been replaced to date but an advertisement will be posted in the near future for a new coordinator and team members. The Emergency Program Coordinator, Gerald Basten, is looking for a motivated individual to take the ESS coordinator position and to revamp the entire program. The ESS team is based out of the Agassiz Fire Hall and all equipment and supplies are well organized and inventoried.

Due to our current lack of ESS for Kent/Harrison, Emergency Management BC (EMBC) was contacted and made aware with surrounding community service teams providing assistance if possible.

Thanks to Roger Poulton and Deputy Chief Gerald Basten for their time and effort in making our communities as safe as possible.



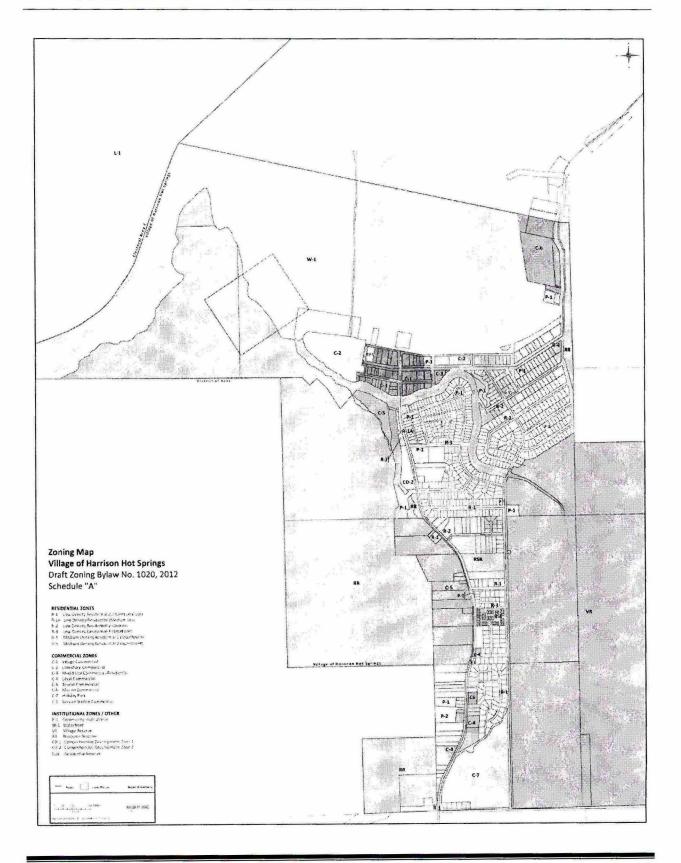
BRITISH COLUMBIA BURN FACTS

2010 FIRE REPORTING

Fires F	Reported – Total	5938
•	Injuries due to fire	143
•	Deaths due to fire	30
Reside	ential Fires Reported	1783
•	Injuries	64
•	Deaths	19
Smok	e Alarms Reported as Not Working	
•	Not installed in a suitable location	79
•	Not activated – no battery/dead battery	51
	Not activated – ac power off/disabled	28
•	Not activated – mechanical failure	4
•	Not activated – reason unknown	265
•	No smoke alarm installed	286
Most	Common Causes of the Fires Reported	
•	No igniting object (lightning, sun rays)	9
•	Candle	38
•	Exposure, structure detached	38
•	Match or lighter – cannot be determined	42
•	Wood stove – includes pellet stoves	49
•	Oven of stove/range	58
•	Stove/range top burner area – other	112
•	Stove/range top burner - pot deep fryer	113
•	Stove/range top burner – pan, wok	158
•	Smoker's material – cigarette	103
•	Cannot be determined	396

(Office of the Fire Commissioner - 2010 Fire Reporting)

MAP OF HARRISON HOT SPRINGS



VILLAGE OF HARRISON HOT SPRINGS

HARRISON HOT SPRINGS

Noticelly Refreshed

REPORT TO COUNCIL

TO:

Mayor and Council

DATE:

February 18, 2013

FROM:

Debra Key

FILE:

4520-20-09-05

D

Deputy Chief Administrative Officer/CO

SUBJECT:

Approval of street closure - Maple Street - between Esplanade Avenue and

Lillooet Avenue for the Festival of the Arts - July 6 - 14, 2013

ISSUE: Festival of the Arts request for requirements of the use of public facilities for the Festival of the Arts event.

BACKGROUND:

As in previous years, the Festival is requesting the use of the Plaza, Memorial Hall, foreshore areas, and closure of Maple Street between Esplanade and Lillooet on July 10, 2013 from 8:00 a.m. to 5:00 p.m. to facilitate their event. Attached is a copy of correspondence received from the Festival Society.

RECOMMENDATION:

THAT Council approve the requests from the Festival of the Arts to use public properties in support of the Festival including the closure of Maple Street.

Respectfully submitted for your

consideration;

Debra Key

Deputy Chief Administrative Officer/CO

DIRECTOR OF FINANCE COMMENTS:

Rale Courtice

Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

Ted Tisdale

Chief Administrative Officer

enclosure





VILLAGE OF HARRISON HOT SPRINGS

Naturally Refreshed

SPECIAL EVENT PARK / FACILITY USE PERMIT APPLICATION

	150N
On behalf of: Harrison	Festival Society
the contract of the contract o	well Drive Box 399
Phone Number: 604 796 - 3661	E-mail: ed@harrisonfestion con
Fax Number:	
Event: Date	e of Event: July 6-14
☐ Wedding ☐ Family Reunion ☐	Memorial Hall
☐ Race / Competition ☑ Festival ☐	Other
*NOTE: please provide map of race route / necessary road closures and plan for event. *NOTE: Applicable fees are subject to	
Estimated number of participants: 8,000 Location of event: See all ache	
Additional Information: See attach	(1)
In consideration of the issuance of this Permit, the Applicant a policies.	prees to the terms and conditions set out in the attached Date: January 24, 2013
Applicant's Signature	
FOR OFFICE USE ONLY	
CAO, Village of Harrison Hot Springs	Date: Other Licenses required:

Harrison Festival of the Arts Special Event Park / Facility Use Permit Application

1. Community Plaza.

We are planning to use the Plaza and surrounding area much as we did last year.

Beach Stage

Again we will set our Beach Stage in the area just west of the Plaza. The stage will go on the edge of the concrete facing south west.

We will also place two 20 x 20 tents in front of the stage up against the gravel walkway. These tents will provide shelter for the front of house tech location and more shade (or dry shelter) for the audience.

Plaza

In the Plaza itself, we again would like to have an information booth under the front edge of the Plaza cover. This consists of a counter and a patio umbrella.

We would also like to again set up a 20 x 20 tent in the centre of the Plaza to serve as a box office/Festival merchandise tent.

2. Dyke

We would again like to use the Dyke, east of the Plaza to just past Muddy Waters, for the Art Market tents.

3. Memorial Hall

We will be in the Hall from Saturday, July 2 to Friday, July 19. This includes the Festival dates, as well as time to set-up and takedown the facility. (These dates are on the Memorial Hall schedule.)

4. Maple Street

We are planning to have Children's Day in and around the Memorial Hall, Wednesday, July 10 and would again like to close Maple Street between Esplanade and Lillooet. The closure would be just the one day, from 8:00am to 5:00pm.



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO:

Mayor and Council

DATE: February 25, 2013

FROM:

Ted Tisdale

Chief Administrative Officer

FILE: 0340

SUBJECT: Council Remuneration and Expense Allowance Policy

BACKGROUND:

At the Council retreat the need to clarify Councillor expenses and attendance at conferences was discussed and Council requested staff to bring forward the appropriate amendments to the Council Remuneration and Expense Allowance Policy.

The policy has been amended to specify that Councillors are only entitled to expenses contained in the annual budget, and require specific approval of Council if expenses are to exceed the budget.

The policy has also been amended authorizing Councillors to attend the Lower Mainland Local Government Association and Union of British Columbia Municipalities Conferences, and the Mayor or his designate may also attend the Federation of Canadian Municipalities Conference.

RECOMMENDATION:

THAT Council approve the Council Remuneration and Expense Allowance Policy as amended.

Respectfully submitted for your consideration;

red Tisdale

Chief Administrative Officer

DIRECTOR OF FINANCE COMMENTS:

Dale Courtice

Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

Ted Tisdale

Chief Administrative Officer



VILLAGE OF HARRISON HOT SPRINGS POLICY

POLICY NAME	POLICY NUMBER 1.4
COUNCIL REMUNERATION AND EXPENSE ALLOWANCE	DATE ADOPTED February 20, 2012 Amended November 5, 2012 Amended March 4, 2013

1. PURPOSE

The purpose of this policy is to establish the terms and conditions for Council remuneration and travel expenses pursuant to the Community Charter.

Where feasible and practical all expenses incurred will represent the most economical cost to the Village.

2. **DEFINITIONS**

"Councillor" means Mayor and Council unless otherwise stated in this policy.

3. REMUNERATION

- (1) The remuneration for the Mayor shall be \$30,000 per year
- (2) The remuneration for Councillors shall be \$15,000 per year
- (3) One-third (1/3) of remuneration will be tax free to address incidental expenses associated with elected office.

4. EXPENSE ALLOWANCE

- (1) Couniclors expenses shall not exceed the budget allocation contained in the annual budget without the approval of Council.
- (2) Councillors, are entitled to reimbursement of the following expenses incurred while representing the interests of the Village and/or in the performance of their duties as approved by Council:

(A) TRAVEL AND TRANSPORTATION

- (i) the use of personal vehicles will be reimbursed at the rate of \$0.50 per km
- (ii) Councillors will be reimbursed for the difference of "pleasure use" and "business use" if the limits of use for municipal purposes is beyond "pleasure use."
- (iii) Air travel will be based on economy air fare (receipt required)
- (iv) Public transportation will be reimbursed at actual cost (receipt required)
- (v) Car rental will be reimbursed at actual cost (receipt required). If the Councillor wishes to use a car rental in lieu of his/her personal vehicle, reimbursement will not exceed the amount as if the personal vehicle was used for the trip.
- (vi) Parking will be based on standard public parking rates (receipts are required). Fees for enhanced parking services such as valet parking will be the responsibility of the Councillor.

(B) ACCOMMODATIONS

- (i) Where possible rooms will be booked in advance and will be based on a basic standard room available to the general travelling public, except, in the case where three or more Council members attend, one (1) suite will be booked to accommodate a meeting room for Council.
- (ii) If a Councillor wishes to upgrade their accommodations they will be responsible for any costs incurred for the upgrade.
- (iii) If a Councillor books their own accommodation, a receipt will be required and the reimbursement will be based on the rate for a standard room.
- (iv) Where a Councillor provides his/her own accommodation by RV, friends or relatives they will be reimbursed at the rate of \$25.00 per night

(C) MEALS

Councillors will be reimbursed for meals at the following rates:

Breakfast \$20.00

Lunch \$30.00

Dinner \$40.00

(D) ENTERTAINMENT EXPENSES

- (i) Where the Mayor, or a Councillor authorized by Council, is required to entertain "official visitors" to the Village, the Mayor and/or Councillor will be entitled to reimbursement of actual costs.
- (ii) Where a Councillor attends a function or event in an official capacity any expenses associated with their attendance will be paid by the Village.

(E) CONFERENCES

- (i) Councillors are authorized to attend the Lower Mainland Local Government Association and Union of British Columbia Municipalities Conferences.
- (ii) The Mayor or his designate is also authorized to attend the Federation of Canadian Municipalities Conference.

5. PER DIEM ALLOWANCE

- (1) The per diem allowance is recognized as a "nuisance cost" to the Councillor who is required to be away from their residence for a prolonged period of time.
- (2) Per diem allowances are paid without deduction and subject to the following conditions:

(a) for any event scheduled longer than 6 hours outside of the Village boundaries	\$50 per day	
(b) for any event scheduled outside the province	\$100 per day	

(3) Travel time is included in the calculation for entitlement

6. GENERAL

- (1) Councillors will be required to submit expense claims with receipts as appropriate, and certify that their claim is submitted in accordance with this policy.
- (2) The Village will reimburse expenses for basic needs and additional costs for alcohol, movies, dry cleaning, etc. will be the responsibility of the Councillor.



VILLAGE OF HARRISON HOT SPRINGS POLICY

POLICY NAME	POLICY NUMBER 1.4
COUNCIL REMUNERATION AND	DATE ADOPTED Folymon, 20, 2012
EXPENSE ALLOWANCE	DATE ADOPTED February 20, 2012 Amended November 5, 2012

1. PURPOSE

The purpose of this policy is to establish the terms and conditions for Council remuneration and travel expenses pursuant to the Community Charter.

Where feasible and practical all expenses incurred will represent the most economical cost to the Village.

2. DEFINITIONS

"Councillor" means Mayor and Council unless otherwise stated in this policy.

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(i) the use of personal vehicles will be reimbursed at the rate of \$0.50 per km

- (ii) Councillors will be reimbursed for the difference of "pleasure use" and "business use" if the limits of use for municipal purposes is beyond "pleasure use."
- (iii) Air travel will be based on economy air fare (receipt required)
- (iv) Public transportation will be reimbursed at actual cost (receipt required)
- (v) Car rental will be reimbursed at actual cost (receipt required). If the Councillor wishes to use a car rental in lieu of his/her personal vehicle, reimbursement will not exceed the amount as if the personal vehicle was used for the trip.
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(B) ACCOMMODATIONS

- (i) Where possible rooms will be booked in advance and will be based on a basic standard room available to the general travelling public, except, in the case where three or more Council members attend, one (1) suite will be booked to accommodate a meeting room for Council.
- (ii) If a Councillor wishes to upgrade their accommodations they will be responsible for any costs incurred for the upgrade.
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- (1) Councillors will be required to submit expense claims with receipts as appropriate, and certify that their claim is submitted in accordance with this policy.
- (2) The Village will reimburse expenses for basic needs and additional costs for alcohol, movies, dry cleaning, etc. will be the responsibility of the Councillor.



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO:

Mayor and Council

DATE:

February 26, 2013

FROM:

Andre Isakov,

FILE:

8020-20

SUBJECT:

Aquatic Safety Audit Program Amendment

Manager, Planning & Community Services

ISSUE: The Aquatic Safety Audit Program amendment is before Council for receipt of information.

BACKGROUND:

The Village has been working with the Lifesaving Society of BC to conduct an Aquatic Safety Audit and to identify any issues of concern and possible improvements. The Lifesaving Society submitted the Aquatic Safety Audit Report to the municipality back in October 2012. Subsequently, the Lifesaving Society has now produced an amendment document to the initial document. The amendment is before Council for receipt. The staff are currently working to develop the implementation strategy for the recommendations outlined within the report.

ATTACHMENTS:

1. Aquatic Safety Audit Program Amendment

Respectfully submitted your

consideration; for

Andre Isakov

Manager of Planning and Community Services

DIRECTOR OF FINANCE COMMENTS:

Dale Courtice

Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

ed Tisdale

Chief Administrative Officer

LIFESAVING SOCIETY® AQUATIC SAFETY AUDIT PROGRAM The Lifeguarding Experts HARRISON HOT SPRINGS

AMENDMENT

Two amendments to the August 28, 2012 Harrison Hot Springs Safety Audit are in response to additional information being brought to the attention of the Lifesaving Society after the initial report was finalized.

The main concern was surrounding Recommendation #3.4 regarding the weed situation in the Lagoon. Based on new information presented to Lifesaving Society representatives on this issue and subsequent research on the milfoil weed, revisions have been made to Recommendation #3.4 that the municipality should be aware of when making decisions regarding the maintenance of the Lagoon.

Discussions with the municipality regarding the weed situation also led to further dialogue regarding the signage recommendations within the report. Three of the recommendations (Recommendation #2.3, #3.1 and #4.3) have been modified as a result.

It is the responsibility of Harrison Hot Springs management and staff to implement recommendations based on internal factors such as budget and perceived priority. The Lifesaving Society and audit team members anticipate that management will act on the recommendations as stated and are not responsible for management's actions as a result of the report.

The Lifesaving Society would be pleased to advise staff in their work toward addressing the recommendations. A follow-up visit by the audit team can be performed upon request in order to review changes which have been made.

AMENDMENT #1

This amendment is in reference to Recommendation #3.4 from the August 28, 2012 Harrison Hot Springs Safety Audit report.

Original Recommendation

3.4 The weeds be cut down prior to peak season to avoid swimmer entanglement.

Due to the breach of the northern dyke, the municipality was unable to cut down the weeds in the lagoon prior to the peak season. It is important that weeds be cut down early in the season in order to prevent swimmer entanglement and possible drowning.

Recommendations:

• The milfoil weeds in the lagoon be cut down prior to the peak season and more if required (weeds reach the surface of the water).

Amendment to the Recommendation

3.4 The weeds be cut down prior to peak season to avoid swimmer entanglement.

Background:

There are three species of milfoil that have aggressively invaded lakes, natural waterways and irrigation canals in North America. Once milfoil becomes established within a body of water, it is difficult or almost impossible to remove.

Milfoil starts spring growth sooner than native aquatic plants, however, their reproduction is not limited to the spring seeding cycle. In the late summer and fall the plants become brittle and naturally break apart. These fragments will float to other areas, sink, and start new plants. Milfoil will also grow from fragments created by boaters or other disturbances during any time of year. A new plant can start from a tiny piece of a milfoil, thus making the spread of milfoil difficult to control.

Some control methods can include harvesting, rotovation (underwater rototilling), dredging and the installation of bottom barriers. Several organizations in the New England states have undertaken successful lake-wide hand-harvesting management programs. Periodic maintenance is necessary; the species cannot be completely eradicated once established, but it can be reduced to manageable levels. Divers with proper training have effectively controlled milfoil and maintained lakes, such as in the Adirondack Park in Northern New York where chemicals, mechanical harvesters, and other management techniques are banned as disruptive.

Biological interventions have been studied and in some very limited situations the use of triploid (sterile) grass carp has had some success. In 2007, Professor Sallie Sheldon of Middlebury College reported that an aquatic weevil which eats nothing but milfoil was an effective weapon.

In smaller bodies of water (1.5 square kilometres or less), aquatic herbicides (containing diquat dibrimide) have had some success.

Recommendations:

- The milfoil weeds in the lagoon be cut down in the spring prior to seeding to help reduce the amount of new growth. Any milfoil left on the surface or the shore after cutting should also be removed. Cutting may have to be performed more than once during the season to prevent regrowth from reaching the surface.
- Milfoil that has collected along the shore should be removed as part of the daily beach inspection and clean-up.
- Information about the presence of weeds in the Lagoon should be part of any general information signage or information stations posted at Lagoon Beach (reference Amendment #2).
- The municipality investigates other mechanical control alternatives (such as harvesting, rotovation, dredging or draining and removal) to determine if it is possible to better control the growth from a success versus cost perspective.
- The municipality consults with the Department of Fisheries and Oceans (and/or other agencies as required) to see if they would approve any type of biological or chemical interventions as identified in the background information above.

AMMENDMENT #2

This amendment is in reference to Recommendation #2.3, #3.1 and #4.3 from the August 28, 2012 Harrison Hot Springs Safety Audit report.

Original Recommendations

2.3 Consistent information signage be posted at primary beach entrances and exits (Rendall Park).

A "sign post" (sample Photo 1.6A/1.6B) should be situated at the primary beach entrances/exits or at reasonable intervals along the beach if there are no primary or obvious entrances/exits.

3.1 Consistent information signage be posted at primary beach entrances and exits (Lagoon Beach).

A "sign post" (sample Photo 1.6A/1.6B) should be situated at the primary beach entrances/exits or at reasonable intervals along the beach if there are no primary or obvious entrances/exits.

4.3 Consistent information signage be posted at primary beach entrances and exits (Western Outer Lagoon).

A sign post (sample Photo 1.6A/1.6B) should be situated at the primary beach entrances/exits or at reasonable intervals along the beach if there are no primary or obvious entrances/exits.

Amendment to the Recommendations

Recommendation #2.3, #3.1 and #4.3

Information stations be placed at all primary beach entrances and exits.

Background:

There was some discussion about having an information station located at each waterfront to educate users about the beach that they are visiting in place of having a 'sign post' as identified in the three original recommendations.

The primary entrance points at each of the waterfronts could have an information station (samples below) where the municipality can post a map of the specific waterfront and include any information that relates directly to the safety of the users. It is important to note that the information station would not replace the recommended 'No Lifeguard on Duty', adult supervision, depth marker or hazard signs (such as 'No Diving').









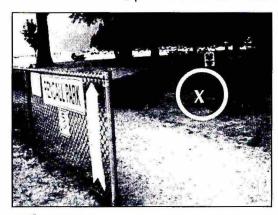
The benefit of this style of sign is that the municipality can update or delete information from the station as needed since the information is printed on paper and placed under the cover.

Recommendations:

- General information (information that would be located on all stations):
 - o An aerial map of the beach with the designated swimming areas marked, hazard areas identified and a legend identifying all symbols used.
 - Water safety information to include:
 - No lifeguard on duty
 - Parents/guardians should be within arm's reach of children at all times
 - Children should wear a Personal Flotation Device (PFD) noting that they are not a substitute for direct supervision
 - The importance of taking swimming lessons
 - Location of telephones, first aid kit and rescue equipment.
 - Location of washrooms and other amenities.

Rendall Park

- o An information station could be located at both the west (Photo A) and east entrance (Photo B) of the park.
- o These stations could include additional information regarding the on/off leash area, picnic area and identify the pipe as a hazard area.



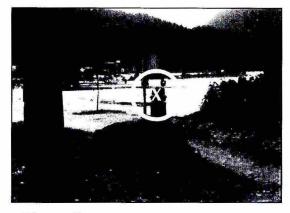


Photo A

Photo B

- Western Outer Lagoon Beach
 - One information station could be located at the primary entrance just off the plaza/footpath.
 - This station could include additional information regarding the dock (no playing/diving), no fires allowed and identifying that boat traffic is present.

Lagoon Beach

- o An information station could be located at both the west and east entrances (Photo C Blue X).
- o These stations could include additional information regarding the weeds and information about the length/depth of the lagoon (currently posted above the depth marker signs).
- Two additional information sign posts (as per the original recommendation) could be centrally located at both the north and south ends (Photo C – Yellow X). More sign posts may be required based on natural user access points.

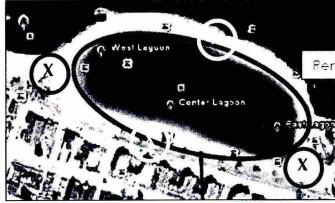


Photo C



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

Manager, Planning & Community Services

TO:

Mayor and Council

DATE:

February 27, 2013

FROM:

Andre Isakov,

FILE:

5480-01

SUBJECT:

Pay Parking

ISSUE: Staff is seeking Council direction on the Pay Parking proposal for the Village core and beachfront.

BACKGROUND:

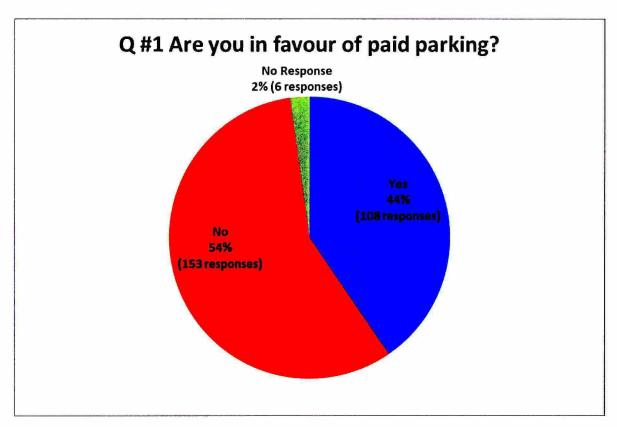
The issue of pay parking within the Village core goes back to 2007 and before that. Since then, the Village has received several parking management proposals from various companies, and has considered various management structures.

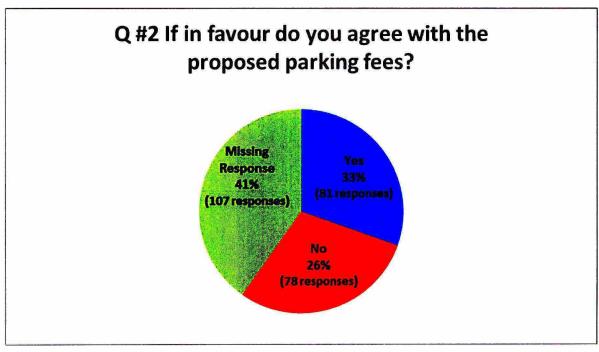
In early 2012, Council directed staff to work with parking service providers to develop a practical pay parking business plan. To achieve this, staff issued a Request for Proposal (RFP) for Pay Parking Services. Six companies provided proposal responses to the issued RFP: Lions Parking, EasyPark, Impark, Vinci Park, GoPark, and Aparc. A staff committee of five people was established to evaluate the proposals. Using evaluation form as a guiding tool, the committee selected four companies for further interviews.

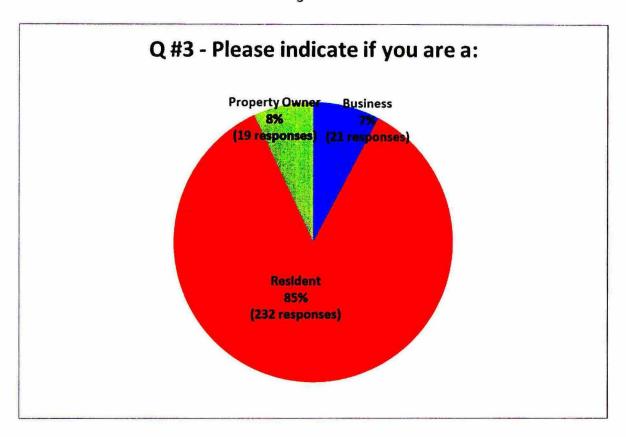
The company interviews were conducted by a staff committee. The interviews were conducted with the aid of a question sheet. The interviews attempted to get better understanding of the proponent company and its management, proposed program, equipment, and costs associated with program management, equipment rental, and profit sharing. Following a closer review, the staff committee recommended, and Council approved, GoPark as the preferred proponent for the delivery of pay parking services.

In December 2012, GoPark in collaboration with Village staff hosted 2 informational meetings to present the Pay Parking proposal to the public. The informational meetings were well attended. GoPark representatives also presented the same presentation as a delegation to Council in January. Following the presentation to Council, staff were directed to mail out a pay parking program information page with a questionnaire to all the households and businesses within the Village (see attachment).

A total of **267** questionnaires were returned. The responses to the questionnaire are summarised below in charts:







POLICY CONSIDERATIONS:

It is difficult to project pay parking revenue as there are many unknown factors and because program conditions such as pay parking area, pay parking price, and the number of equipment can have a significant influence on the revenue. The pay parking proposal projects year one revenues at \$371,731. Year one expenses are projected at \$84,133 – that is the "break-even point". For a net income revenue of \$287,598.

Council at its retreat resolved to refer the matter of pay parking to a public meeting of Council with the recommendation not to approve pay parking.

ATTACHMENTS:

1. Pay Parking Letter and Questionnaire.

RECOMMENDATION:

THAT Council not approve the pay parking proposal.

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



PAY PARKING QUESTIONNAIRE

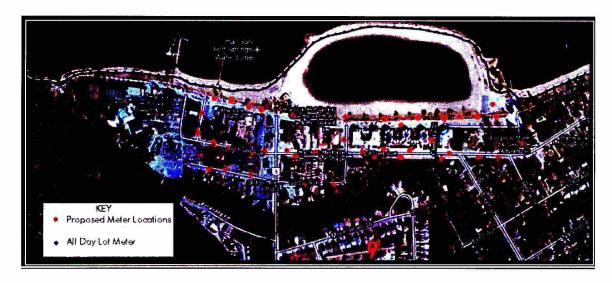
1.	Are you in favour of paid parking?
	□ Yes □ No
2.	If in favour do you agree with the proposed parking fees?
	□ Yes □ No
	If not, what would you suggest:
3.	Please indicate if you are a:
	□ Business
	□ Resident
4.	General Comments:
Name:	
ivarric.	
Addre	SS:

Please return this form to the Village Office in person or email to info@harrisonhotsprings.ca no later than February 8, 2013.



GoPark Pay Parking Proposal Summary

- GoPark would provide pay parking management services for the Village and will be responsible for all day to day operations including:
 - ✓ Equipment provision with maintenance and software upgrades
 - Cash collection and credit card processing
 - ✓ Pay parking signage
 - √ Pay parking enforcement
 - ✓ Monthly reporting
 - ✓ Auditing
 - ✓ Customer Service and staffed patrol team (8 hours, 7 days per week).
- Pay parking area is proposed to include the entire Village core and the waterfront with up to 43 machines —with monthly rental of equipment the program allows for flexibility with changing demands and environments.
- Pay parking will be in effect 9 am to 9 pm from May to September inclusive.
- All residents will be able to park free of charge at all times. Strict enforcement of 'resident only' parking on adjacent residential streets is proposed.
- Each household will receive a single visitor parking pass.
- Proposed pay parking rates: \$0.50 for 15 min, \$1.00 for 30 min, \$2 for 1 hour, \$8 daily max (6 hours).
- Financial arrangement is proposed to consist of the Village receiving 100% of parking revenues and 75% of enforcement revenues, minus expenses.
- Monthly equipment rental is \$150 per unit plus \$75 communication fee.
- Net income the Village is projected at about \$285,000 per year.
- Pay parking revenues will be directed to village improvement projects.





VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council

DATE: March 4, 2013

FROM:

lan Gardner

Operations Manager FILE: 6340-03

SUBJECT: EMBC DFA repair project funds

ISSUE:

Authorize funds to cover the Village portion of EMBC DFA Lagoon Breakwater restoration project

BACKGROUND:

As part of the Disaster Financial Assistance from EMBC, the Village is responsible for 20% of the project funding for the Lagoon Breakwater and WWTP road restoration.

RECOMMENDATION:

THAT Council authorizes the allocation of \$60,000.00 to fund the Villages portion of the restoration project.

Respectfully submitted for your

consideration;

lan Gardner

Operations Manager

DIRECTOR OF FINANCE COMMENTS:

Dale Courtice

Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

Ted Tisdale

Chief Administrative Officer

REGULAR COUNCIL MARCH 4,2013 AGENDA ITEM: 12.6



This Transfer Under Agreement dated for reference the 1st day of January, 2013.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Jobs, Tourism and Skills Training (the "Province")

AND

VILLAGE OF HARRISON HOT SPRINGS (the "Recipient")

WHEREAS:

- A. The Province created the **Resort Municipality Initiative (the "Program")** to support the expansion, development, and improvement of resorts in British Columbia to increase tourism, economic development and employment.
- B. The Province has approved funding under the Program for the Project defined in this Agreement and such funding is to be paid by the Province to the Recipient pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the sum of One Dollar and other valuable consideration, the Receipt and sufficiency of which is acknowledged by each party, the parties agree as follows:

DEFINITIONS

1. In this Agreement and its recitals the following definitions apply:

"Agreement" means this Transfer Under Agreement and any schedules attached hereto;

"Project" means the infrastructure project(s), program(s), and other initiatives as described in Schedule A;

"Resort Development Strategy" means the strategy developed by the Recipient in consultation with stakeholders and reviewed by the Province which included the Projects in Schedule A.

SCHEDULES

2. The Schedules to this Agreement are:

Schedule A	Project Description
Schedule B	Payment Terms and Conditions

Schedule C Reporting Requirements

Schedule D Communicating Protocol

TERM OF AGREEMENT

3. Notwithstanding the actual date of execution of this agreement, the term of this agreement begins on January 1, 2013 and expires on December 31, 2013.

OBLIGATIONS OF THE RECIPIENT

- 4. The Recipient agrees to:
 - (a) use its best efforts to implement the Resort Development Strategy and carry out the Project in a diligent and professional manner;
 - (b) ensure that the financial contribution of the Province is to be used solely for the purpose of undertaking and/or completing the Projects specifically identified in Schedule A; and
 - (c) use its best efforts to spend all of the financial contribution no later than two years after the term of the Agreement.
- 5. The Recipient will comply with all applicable laws, statutes, regulations, or bylaws of Her Majesty the Queen in Right of Canada, the Province and any local government.
- 6. In accordance with the requirements of the Program, the Recipient agrees to:
 - (a) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in a form and content satisfactory to the Province;
 - (b) permit the Province, for contract monitoring and audit purposes, to inspect at all reasonable times, any books of account or records (both printed and electronic, including, but not limited to, hard disk or diskettes), whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement; and
 - (c) maintain all such accounts and records for a period of six years after the term of the Agreement.

- 7. The Recipient is solely responsible for all aspects of the Project(s), including without limitation, the planning, design, construction, operation, maintenance, worker and public safety, completion and ownership of the Projects, and nothing in this Agreement shall be deemed to give the Province interest in, or responsibilities for the Project(s), unless otherwise provided in this Agreement.
- 8. Upon completion of the Project(s) the Recipient will retain title to and ownership of the assets resulting from the Project(s) and will maintain and operate the assets.
- 9. The Recipient acknowledges that it is not the agent of the Province and will do no act which might be construed as authorizing any contract or permitting any other liability or obligation to be incurred on behalf of the Province.
- 10. The Recipient will obtain prior written approval from the Province for any significant changes to the scope of the Project(s).
- 11. No sub-contract entered into by the Recipient will relieve the Recipient from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.

OBLIGATIONS OF THE PROVINCE

- 12. Provided the Recipient is in compliance with its obligations under this Agreement, the Province will pay the Recipient the amount and in the manner set out in Schedule B of this Agreement.
- 13. The Province will not have any obligation to make a contribution under section 12 unless the Recipient has complied with the provisions set out in Schedule C.

COMMUNICATIONS

14. The Recipient agrees to follow the terms of the Communicating Protocol set out in Schedule D of this Agreement.

INDEMNIFICATION

15. The Recipient will be solely responsible for and shall indemnify and save harmless the Province, and its ministers, officers, servants, employees and agents from and against all losses, claims, liabilities, suits, damages, actions, causes of action, costs and expenses, and demands of any kind ("losses"), or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by or arising directly or indirectly, from:

- (i) the Recipient's performance under this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents,
- (ii) the on-going operation, maintenance and repair of the infrastructure resulting from the Project; and
- (iii) any omission or other willful or negligent act of the Recipient, its officers, servants, employees and agents.

INSURANCE

16. The Recipient will, without limiting its obligations or liabilities herein, provide and maintain insurances with insurers licensed in Canada with coverage of a type, and in amounts, that any similar business, acting reasonably, would procure for a project of the scope, size and exposure of this Project, during the term of this Agreement and for any subsequent ongoing operations and maintenance of the resulting infrastructure.

DEFAULT

- 17. Any of the following events will constitute an Event of Default, whether any such event be voluntary, involuntary or result from the operation of law of any judgment or order of any court or administrative or government body:
 - (a) the Recipient fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Recipient in connection with this Agreement is untrue or incorrect;
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
 - (d) the Recipient ceases, in the opinion of the Province, to carry on business as a going concern;
 - (e) a change occurs with respect to one or more of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
 - (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
 - (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - (h) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy* and *Insolvency Act* (Canada) is made, by the Recipient;
 - (i) a receiver or receiver-manager of any property of the Recipient is appointed; or

(j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

TERMINATION

- 18. Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of the Agreement, at its sole option, elect to do any one or more of the following:
 - (a) terminate this Agreement and in which case the Province's obligation to make any further payment of the money remaining unpaid under this Agreement is also terminated and discharges the Province of all liability to the Recipient under this agreement;
 - (b) require that the Event of Default be remedied within a time period specified by the Province;
 - (c) suspend any installment of payment due to the Recipient by the Province while the Event of Default continues;
 - (d) waive the Event of Default;
 - (e) pursue any other remedy available at law or in equity.
- 19. If the Province terminates this Agreement under section 18(a), then such termination may take place on ninety (90) days' written notice.
- 20. The Province may, at its sole option, terminate the Agreement without cause upon one hundred and twenty (120) days' written notice to the Recipient.

REMEDIES NON-EXCLUSIVE

- 21. The rights, powers and remedies conferred on the Province under this Agreement or any statute or law are not intended to be exclusive and each remedy shall be cumulative and in addition to and not in substitution for every other remedy existing or available to the Province.
- 22. The exercise of any one or more remedies available to the Province will not preclude the simultaneous or later exercise by the Province of any other right, power or remedy.

APPROPRIATION

- 23. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Recipient under this Agreement is subject to:
 - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* to enable the Province, in any fiscal year or part thereof when any

payment by the Province to the Recipient falls due under this Agreement, to make that payment; and

(b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation referred to in subsection (a) of this section.

NO FURTHER OBLIGATIONS

24. The Recipient acknowledges that nothing in this Agreement will bind the Province to provide any financing for any addition or improvement to the Project, or any cost overruns of the Project and that no partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the parties under this Agreement.

JOINT AND SEVERAL OBLIGATIONS

25. In the event the Recipient is comprised of more than one entity, then the covenants and obligations of each of such entities with the others will be both joint as well as several.

AMENDMENTS

26. Unless otherwise specified in this agreement, this Agreement may be amended only by further written Agreement between the parties.

SURVIVAL OF TERMS

27. Sections 6(b) and (c), 15, and 21, continue in force indefinitely, even after this agreement ends.

NOTICE

28. (a) Any written communication from the Recipient to the Province must be mailed, personally delivered, faxed, or electronically transmitted to the following address:

Ministry of Jobs, Tourism and Skills Training 7th Floor – 1810 Blanshard Street P.O. Box 9853 Stn Prov Govt Victoria, BC V8W 9T5

Attention: Executive Director

Regional Economic Policy and Projects Branch

Email: rmi@gov.bc.ca

(b) Any written communication from the Province to the Recipient must be mailed, personally delivered, faxed or electronically transmitted to the following address:

VILLAGE OF HARRISON HOT SPRINGS

PO Box 160

Harrison Hot Springs, BC V0M 1K0

Attention: Ted Tisdale Phone: 604 796-2171

Email: cao@harrisonhotsprings.ca

Fax No: 604 796-2192

- (c) Any written communication from either party will be deemed to have been received by the other party on the tenth business day after mailing in British Columbia; on the date of personal delivery if personally delivered, or on the date of transmission if faxed.
- (d) Either party may, from time to time, notify the other by notice in writing of a change of address and following the receipt of such notice, the new address will, for the purposes of section 28 (a) or 28 (b) of this Agreement, be deemed to be the address or facsimile of the party giving such notice.

MISCELLANEOUS

- 29. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 30. The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 31. If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 32. Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province or any ministry or branch thereof to or for anything related to the Project that by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 33. The Recipient will not, without the prior, written consent of the Province, assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement.
- 34. The Recipient will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient

to the Province under this Agreement and the obligations of the Recipient to such other person, or entity.

35. All records submitted by the Recipient to the Province, including reports, are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act ("FIPPA")*. All records created pursuant to the Agreement that are in the custody or control of the Province are subject to FIPPA.

IN WITNESS WHEREOF each of the parties has executed this Agreement on the dates set out below.

SIGNED by the Minister of Jobs, Tourism)
and Skills Training, or his or her duly authorized)
representative on behalf of HER MAJESTY)
THE QUEEN IN RIGHT OF THE)
PROVINCE OF BRITISH COLUMBIA:)
)

Ministry's Authorized Signatory

VILLAGE OF HARRISON HOT SPRINGS:

per:
Authorized Signatory

Name/Title

Schedule A: PROJECT DESCRIPTION

ANY CHANGE TO THE SCOPE AND/OR TIMELINE OF THE DELIVERABLES <u>MUST</u> BE MUTUALLY AGREED TO IN WRITING

Village of Harrison Hot Springs

A1. As identified in the Recipient's Resort Development Strategy, the project(s) are as follows:

Projects Streetscape Improvements		Financial Contribution	
		137,846.00	
Events	\$	78,000.00	
Beach Improvements	\$	105,000.00	
		A	
Total amount to be funded in 2013	\$	320,846.00	

Schedule B: PAYMENT TERMS AND CONDITIONS

- B.1. Financial Contribution by the Province:
 - B.1.1. The Province will make a financial contribution to the Recipient in the amount of \$320,846 being the total maximum amount of financial contribution approved by the Province.
 - B.1.2. Subject to approval of reporting requirements in Schedule C, the Province will pay the financial contribution to the Recipient as follows:
 - (a) \$160,423 upon signing this agreement; and
 - (b) \$160,423 or before November 30, 2013.

Schedule C: REPORTING REQUIREMENTS

C.1. Communications:

As important Project related announcements or events are planned during the term of this Agreement, the Recipient will inform the Province with at least one month's notice.

C.2. Financial Report:

The Recipient will deliver to the Province an updated Financial Report to demonstrate actual and planned expenditures, by April 10, 2013.

C.3. Annual Outcomes Report and Analysis:

The Recipient will deliver to the Province an Annual Outcomes Report and Analysis for the previous calendar year by June 5, 2013.

C.4. Additional Reporting Requirements:

The Recipient will deliver to the Province other additional reports as requested by the Province.

C.5. Form of Reports:

All reports are to be submitted in a form satisfactory to the Province.

Schedule D: COMMUNICATING PROTOCOL

This Communications Protocol establishes the principles that will guide all announcements and events related to the Resort Municipality Initiative. Communications activities may include major events or announcements, communication products such as speeches, press releases, websites, advertising, promotional material or signage.

The Parties agree that in addition to joint communications activities, the Parties may include messaging in their own communications products and activities with respect to their commitment to the Agreement. All communications by the Recipient referring to Projects will clearly recognize the co-operation of the Province.

The Recipient will ensure the Ministry is aware of any potential announcements and will notify the Ministry at least a month, or as soon as possible, before any proposed public announcement or ceremony event. The Minister or designated representative may participate in such announcements or ceremonies, to take place at a mutually agreed date and location.

The Parties agree that they may jointly or individually, make periodic announcements, through public events, press releases and/or other mechanisms of the following:

- 1. The signing of this Agreement,
- 2. Investment in Projects,
- 3. Outcomes/results attributable to the investments made under this Agreement, and
- 4. Other activities as may be agreed to from time to time.

The timing of public events shall be sufficient to allow for the Parties to plan their involvement.

Signage and Plaques

The Recipient will ensure permanent signage at the location of all Projects referred to in this Agreement, prominently identifying the Province of British Columbia's co-operation. Where there is no fixed location for signage, a prominent marker will recognize the Province's co-operation. All signage/plaques will be located in such a way as to be clearly visible to users, visitors and/or passersby. All plaque or other permanent signage designs, wording or specifications must be approved by the Province. The Province can assist the Recipient in sourcing an appropriate supplier.

The Province may forward Resort Municipality Initiative signage to the Recipient, which must be prominently displayed along entranceways or in some other prominent location in the community. A digital picture of the sign is to be sent to the Province after it has been installed. The picture must be labelled with the Recipient's name (i.e. Resort Municipality Name_Entranceway Sign). The cost of production and shipment of these signs will be the responsibility of the Province.



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO:

Mayor and Council

DATE: March 4, 2013

FROM:

Ted Tisdale

Chief Administrative Officer

FILE: 2320-20-01/6130-20-01

SUBJECT: Boat Launch Operating Agreement – Fraser Valley Regional District

ISSUE:

Boat Launch Operations.

BACKGROUND:

Attached for Council's consideration is a proposed Operating Agreement between the Fraser Valley Regional District and Harrison Hot Springs for the management of the boat launch.

The Agreement is for one (1) year, but may be reviewed for an additional two (2) years by mutual consent of both parties.

The Village will receive \$14,000.00 plus 50% of net profits.

RECOMMENDATION:

THAT Council approve the Operating Agreement with the Fraser Valley Regional District;

AND THAT they Mayor and Corporate Officer to be authorized to sign the Agreement.

Respectfully submitted for your consideration:

Ted Tisdale

Chief Administrative Officer

DIRECTOR OF FINANCE COMMENTS:

Dale Courtice Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

Chief Administrative Officer

HARRISON LAKE BOAT LAUNCH

OPERATING AND MANAGEMENT AGREEMENT

THIS AGREEMENT dated for reference the 27th day of February, 2013

BETWEEN:

FRASER VALLEY REGIONAL DISTRICT

45950 Cheam Avenue Chilliwack, B.C., V2P 1N6

(the "Regional District")

AND:

VILLAGE OF HARRISON HOTSPRINGS,

A municipal corporation incorporated under the *Local Government Act* and *Community Charter* (British Columbia) and having an address of Box160, 495 Hotsprings Road, Harrison Hot Springs, B.C., V0M 1K0

(the "Village")

WHEREAS:

A. The Village is the registered owner of those lands and premises located at Rendall Park on Esplanade Avenue within the Village of Harrison Hot Springs.

(the "Site")

- B. Section 176(I)(a) of the Local Government Act authorizes the Village to make agreements respecting the Village's services, including agreements respecting the undertaking, provision and operation of its services, and to make agreements respecting the management of property held by the Village, and Section 517(3) allows a municipal service to be operated directly by the municipality or through another person or organization;
- C. Under section 176 of the Local Government Act, the Regional District has the power to enter contracts;
- D. The Village agrees to contract the operation and management of the Site to the Regional District and the Regional District agrees to operate and manage the Site on the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants and agreements herein contained (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree each with the other as follows:

Operation

1. The Regional District shall operate, maintain, supervise and manage the Site on the terms and conditions of this Agreement.

Term

2. This agreement shall commence on the 10th day of March, 2013 and shall terminate on the 31st day of December, 2013, subject to the possibilities of extension and earlier termination, as provided for herein.

Extension

3. This Agreement may be extended for a further two (2) year term on the same terms and conditions (except as otherwise expressly stated) at the mutual consent of the Regional District and the Village, subject however to the possibility of earlier termination as provided for herein.

Permitted Uses

4. The Regional District shall operate the site such that it is used for boat launch and vehicle parking only.

Collection of Funds

- 5. The Regional District shall collect all monies arising from the operation of the Site.
- 6. The Regional District shall pay to the Village of Harrison Hot Springs the amount of \$14,000.00.
- 7. Any monies received by the Fraser Valley Regional District classified as "net income" (after all expenses have been disbursed including contractor pay out) for the 2013 year shall be a 50/50 split with between The Village of Harrison Hot Springs and the Fraser Valley Regional District.

Payment of Costs

8. Except as expressly stated herein, the Regional District shall pay all costs arising from the operation, management, minor repair, and minor maintenance of the Site except for those costs considered capital in nature.

9. The Regional District shall pay water, sewer and electricity charges related to the Site and the Regional District shall pay all other utility charges related to the Site, including garbage disposal, telephone, and other charges.

Rates to be Charged

 The regional District shall charge fees as set out by the Village of Harrison Hot Springs Bylaw No. 970 as amended.

Maintenance, Cleaning, Repairs, and Landscaping

11. The Regional District shall be solely responsible for the Site management, operations, minor maintenance and security decisions and shall perform those services necessary to ensure the park is operated, maintained and managed with a standard of care, skill, and diligence normally provided in the performance of work of a similar nature, as contemplated in this agreement.

Subcontracting

12. The Regional District may associate with or employ associates or subcontractors in the performance of the services under this Agreement, but shall at all times be responsible for the standards and completion of the services in accordance with the terms of this Agreement.

Work Safe BC

 The Regional District shall ensure that all Work Safe BC regulations and requirements are adhered to in the operations of the Site.

Security

 The Regional District shall control and secure the Site and its contents, including cash on hand.

Communication with the Village

15. The Regional District will designate an individual, from time to time, as the contact person to report to and maintain contact with the Village. At the time of entering into this Agreement, the Regional District's contact person is Troy Jones – Assistant Manager of Parks, telephone (604)702-5048, cell (604)798-9439, fax (604)792-9684, email tjones@fvrd.bc.ca.

Municipal Requirements

16. The fact that the Regional District is entering into this Agreement with the Village does not relieve the Regional District from obtaining, or ensuring it's contractors and/or licensees have obtained business licenses and otherwise comply with the ordinary requirements of the Village.

Indemnity

- 17. The Regional District agrees to save harmless and effectually indemnify the Village against and from all fines, suits, claims, liabilities, damages, costs, expenses, demands and actions of any kind or nature whatsoever for which the Village may become liable, suffer or incur by reason of or related to or arising from:
 - (a) any breach, violation, default or non-performance by the Regional District of any provision of this Agreement, or
 - (b) any wrongful act, omission or negligence of the Regional District or its members, directors, officers, employees, agents, contractors or others for whom it is responsible;
 - (c) any death, personal injury, property damage, property loss, economic loss or other loss or harm suffered by any person, including the City, on or in relation to the Site.

In this section, references to the Village include its elected officials, officers, employees, agents, contractors and others. This indemnity survives the expiry or earlier termination of this Agreement.

Insurance

- 18. The Regional District shall, throughout the term of this Agreement, obtain and maintain, with a deductible and otherwise in a form acceptable to the Village, with an insurance company licensed to carry on business in the Province of British Columbia, a policy or policies of comprehensive general liability insurance in the amount of at least Five Million Dollars (\$5,000,000.00) per occurrence (or such greater reasonable amount as the Village may require from time to time) providing the following coverage and protecting the Regional District and the Village against all claims arising out of:
 - (a) death or injury to persons;
 - (b) damage to, or loss of, or loss of use of any property;
 - (c) non-owned automobile insurance;
 - (d) contingent employer's liability;
 - (e) personal injury;
 - (f) incidental malpractice;
 - (g) wrongful eviction;
 - (h) cross liability.

- 19. Every policy of insurance will:
 - (a) Name the "Village of Harrison Hot Springs" as additional named insured;
 - (b) State that the policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured; and
 - (d) Contain a subrogation waiver.
- 20. A certified copy of each policy of insurance shall be provided prior to the commencement of this Agreement, and promptly thereafter on renewal or amendment of the policy to the Village and shall contain a clause that states that the policy will not be cancelled or materially changed without at least thirty (30) days written notice to the Village.

Termination

21. Either the Village or the Regional District may give the other written notice of termination of this Agreement at any time, for no cause, with termination to be effective 60 days after receipt of notice. If either party terminates or suspends all or part of the services under this section, the Regional District will deliver to the Village of Harrison their share of the proceeds as outlined in #7 of this agreement.

Condition of Site

- 22. At the expiry or earlier termination of this Agreement, the Regional District shall ensure that the Site, including all buildings, structures, improvements and grounds are clean, uncontaminated, and in good condition, reasonable wear and tear excepted.
- 22. If there is any dispute regarding the interpretation, performance or an alleged breach of this Agreement, either party may give written notice of dispute to the other party, and a representative of each party shall meet within five business days after the notice of dispute is received and the representatives shall attempt to resolve the matter to the satisfaction of both parties. If the representatives are not able to resolve the matter within 20 business days after the notice of dispute was received, either party may commence an action in the courts or the parties may pursue any other dispute resolution mechanism, including referral to the Village Council and the Fraser Valley Regional District Board.

No Joint Venture Ship

23. Nothing in this Agreement makes the Village and the Regional District joint venturers or partners.

Independent Contractor

24. In all respects, the Regional District is an independent contractor which is entitled to use its own methods provided the result is the operation and management of the Site

according to this Agreement. The Regional District shall, on every contract other than a license or other rental or use agreement, inform the other party that it is entering into the contract on its own behalf and not on behalf of the Village.

Own Cost

25. All obligations to be performed by the Regional District under this Agreement shall be performed at its own cost.

Binding on Successors

26. The agreement enures to the benefit of and is binding upon the parties and their respective permitted assigns, successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary and every reference to the parties is deemed to include the successors and assigns of the parties.

Entire Agreement

27. The agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the agreement.

NOTICE

28. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under the agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

To the Regional District:

Fraser Valley Regional District 45950 Cheam Avenue Chilliwack, B.C. V2P 1N6 Fax: (604) 702-5467

Attention: Assistant Manager of Parks

To the Village:

Village of Harrison Hot Springs Address Box160, 495 Hotsprings Road, Harrison Hot Springs, B.C., V0M 1K0 Attention:

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction,

demand, approval or waiver sent by fax is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

As evidence of their agreement to be bound by the above terms and conditions of the Agreement, the parties have executed the agreement below, on the respective dates written below.

FRASER VALLEY REGIONAL DISTRICT by its authorized signatories:		
	Signatures	Date
Chair/Vice Chair:		
Chief Administrative Officer/Deputy:		
VILLAGE OF HARRISON HOT SPRINGS by its authorized signatory:	Signatures	Date
Chief Administrative Officer/Deputy		