



VILLAGE OF HARRISON HOT SPRINGS

NOTICE OF MEETING AND AGENDA

REGULAR COUNCIL MEETING

Date: Monday, June 3, 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 Meeting Minutes of May 6, 2013		THAT the Regular Council Meeting Minutes of May 6, 2013 be adopted.	Item 4.1 Page 1
5. BUSINESS ARISING FROM THE MINUTES			
6. CONSENT AGENDA			
i. Bylaws			Item 6.i
ii. Agreements			Item 6.ii
iii. Committee/ Commission Minutes			Item 6.iii
iv. Correspondence			Item 6.iv

7. DELEGATIONS		
		Item 7.1
8. CORRESPONDENCE		
		Item 8.1
9. BUSINESS ARISING FROM CORRESPONDENCE		Item 9.1
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"/> Statement of Financial Information <input type="checkbox"/> Village Entrance Signage – Resort Municipality initiative <input type="checkbox"/> Special Occasion Licence – Harrison Festival of the Arts <input type="checkbox"/> Appointment of Chief Administrative Officer <input type="checkbox"/> Village of Harrison Hot Springs Climate Action Revenue Incentive Public Report for 2012	Report of Director of Finance – May 22, 2013 Re: Statement of Financial Information RECOMMENDATION: THAT Council approves the 2012 Statement of Financial Information.	Item 12.1 Page 7
	Report of Deputy Chief Administrative Officer/CO–May 23, 2013 Re: Village Entrance Signage – Resort Municipality initiative RECOMMENDATION: THAT the status report for the front entrance signage RMI project be received.	Item 12.2 Page 39
	Report of Deputy Chief Administrative Officer/CO–May 23, 2013 Re: Special Occasion Licence – Harrison Festival of the Arts RECOMMENDATION: THAT Council approve the endorsement of the Harrison Festival of the Arts Special Occasion Licence Applications for the period July through to December of 2013.	Item 12.3 Page 51
	Report of Deputy Chief Administrative Officer/CO–May 29, 2013 Re: Appointment of Chief Administrative Officer RECOMMENDATION: THAT Ian Crane be appointed as Chief Administrative Officer for the Village of Harrison Hot Springs effective July 1, 2013.	Item 12.4 Page 55
	Report of Manager of Planning and Community Services–Verbal Re: Village of Harrison Hot Springs Climate Action Revenue Incentive Public Report for 2012	Item 12.5 Page 57

13. BYLAWS

☐ Council Procedure
Amendment Bylaw No.
1026, 2013

Report of Deputy Chief Administrative Officer/CO–May 9, 2013

Re: Council Procedure Amendment Bylaw No. 1026, 2013

Item 13.1
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RECOMMENDATION:

THAT Council Procedure Amendment Bylaw No. 1026, 2013 be given first, second and third reading.

☐ Official Community Plan
Amendment Bylaw No.
1035, 2013 and Zoning
Amendment Bylaw No.
1036, 2013

Report of Manager of Planning and Community Services–May 29, 2013

Re: Official Community Plan Amendment Bylaw No. 1035, 2013 and Zoning Amendment Bylaw No. 1036, 2013.

Item 13.2
Page 103

RECOMMENDATION:

THAT the Official Community Plan Amendment Bylaw No. 1035, 2013 be read a first time;

AND THAT the Zoning Amendment Bylaw No. 1036, 2013 be read a first time;

AND FURTHER THAT the Official Community Plan Amendment Bylaw No. 1035, 2013 and Zoning Amendment Bylaw No. 1036, 2013 be referred to:

- a) the Village Engineer;
- b) the Fire Chief;
- c) the Advisory Planning Commission;
- d) the Ministry of Transportation and Infrastructure;
- e) the School District; and
- f) the Fraser Valley Regional District

for comment pursuant to the consultation requirements of Section 879 of the Local Government Act prior to the bylaws considered for second reading.

14. QUESTIONS FROM THE PUBLIC

15. ADJOURNMENT

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

DATE: May 6, 2013
TIME: 7:00 p.m.
PLACE: Council Chambers,
495 Hot Springs Road
Harrison Hot Springs, BC

IN ATTENDANCE:

Mayor Leo Facio
Councillor John Buckley
Councillor Zoltan Kiss

DCAO/CO, Debra Key
Manager of Development Services, Ian Crane

Recording Secretary Krystal Sobie

ABSENT:

Councillor Sonja Reyerse
Councillor Allan Jackson

1. CALL TO ORDER

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

2. INTRODUCTION OF LATE ITEMS

3. APPROVAL OF AGENDA

Moved by Councillor Kiss
Seconded by Councillor Buckley

THAT the agenda be approved.

**CARRIED
UNANIMOUSLY**

4. ADOPTION AND RECEIPT OF MINUTES

☐ Public Hearing Record –
April 15, 2013

Moved by Councillor Buckley
Seconded by Mayor Facio

THAT the Public Hearing Record of April 15, 2013 be adopted.

**CARRIED
OPPOSED BY COUNCILLOR KISS**

*Village of Harrison Hot Springs
Minutes of the Regular Council Meeting
May 6, 2013*

☐ Regular Council Meeting
Minutes – April 15, 2013

Moved by Councillor Buckley
Seconded by Councillor Kiss

THAT the minutes of the Regular Council Meeting of April 15, 2013 be adopted.

**CARRIED
UNANIMOUSLY**

☐ Special Council Meeting
Minutes – April 16, 2013

Moved by Councillor Buckley
Seconded by Councillor Kiss

THAT the minutes of the Special Council Meeting of April 16, 2013 be adopted.

**CARRIED
UNANIMOUSLY**

☐ Special Council Meeting
Minutes – April 23, 2013

Moved by Councillor Buckley
Seconded by Councillor Kiss

THAT the minutes of the Special Council Meeting of April 23, 2013 be adopted.

**CARRIED
UNANIMOUSLY**

☐ Special Council Meeting
Minutes – May 1, 2013

Moved by Councillor Buckley
Seconded by Councillor Kiss

THAT the minutes of the Special Council Meeting of May 1, 2013 be adopted.

**CARRIED
UNANIMOUSLY**

5. BUSINESS ARISING FROM THE MINUTES

6. CONSENT AGENDA

i. Bylaws

Village of Harrison Hot Springs Official Community Plan Bylaw Amendment Bylaw No. 1027, 2013;

Village of Harrison Hot Springs Zoning Bylaw Amendment Bylaw No. 1028, 2013;

Revitalization Tax Exemption Bylaw No. 1033, 2013;

Village of Harrison Hot Springs Bylaw Financial Plan Bylaw No. 1037, 2013;
and

Village of Harrison Hot Springs Tax Rate Bylaw No. 1038, 2013.

*Village of Harrison Hot Springs
Minutes of the Regular Council Meeting
May 6, 2013*

ii. Agreements

**Moved by Councillor Jackson
Seconded by Councillor Buckley**

**iii. Committee/
Commission
Minutes**

THAT the Consent Agenda be approved.

**CARRIED
UNANIMOUSLY**

iv. Correspondence

**Moved by Councillor Buckley
Seconded by Councillor Kiss**

THAT the bylaws on the Consent Agenda be adopted.

**CARRIED
OPPOSED BY COUNCILLOR KISS**

7.

DELEGATIONS

Kevan Ridgway and Terry Raymond representing Vancouver Coast & Mountains Tourism Region were in attendance to speak to Council about tourism value and opportunities and working together on the community's tourism interests.

8.

CORRESPONDENCE

9.

BUSINESS ARISING OUT OF CORRESPONDENCE

10.

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

11.

REPORTS FROM MAYOR FACIO

Mayor and Council received a thank you letter for the use of the Memorial Hall from the Youth Drama Club.

May 4, 2013 attended the Kent-Emergency Program at the Agassiz Fire Hall.

On Sunday, June 9, 2013 the Walk for MS is taking place in Hope, BC.

April 19, 2013 attended the new Eco Station in Seabird Island.

April 18, 2013 attended the Business Seminar at the Harrison Resort and Spa.

*Village of Harrison Hot Springs
Minutes of the Regular Council Meeting
May 6, 2013*

May 10, 2013 at 10:00 a.m. a Walk for Health is taking place starting at Cheam Village.

Alma Pauls is retiring from Fraser Health on June 20, 2013 at the Cheam Village.

Health and Wellness Fair Trade Show is on May 24, 2013 at the Langley Event Centre.

August 1, 2013 a new doctor will be coming to Agassiz and is accepting new patients.

Councillor Buckley inquired about the possibility of a volunteer group for citizens to receive a helping hand on various tasks needed in and around their homes.

12.

REPORTS FROM STAFF

☐ Agassiz-Harrison Transit
System Capacity
Improvement Proposal

Moved by Councillor Kiss

Seconded by Councillor Buckley

THAT Council support in principle the proposed acquisition of two medium capacity "Vicinity" buses by the Fraser Valley Regional District for the Agassiz-Harrison sub-regional transit system.

**CARRIED
UNANIMOUSLY**

☐ 2012 Financial Statements

Moved by Councillor Buckley

Seconded by Councillor Kiss

THAT the 2012 Consolidated Financial Statements of the Village of Harrison Hot Springs be adopted; and

THAT the Independent Auditor's Report be received; and

FURTHER THAT the Independent Auditor's Report be attached to the approved Consolidated Financial Statements of the Village of Harrison Hot Springs.

**CARRIED
UNANIMOUSLY**

13.

BYLAWS

*Village of Harrison Hot Springs
Minutes of the Regular Council Meeting
May 6, 2013*

14.

QUESTIONS FROM THE PUBLIC

Q. What is the reserve set aside by Council under capital in the amount of \$412,269.00 for something called a recreation component in a new civic centre can you comment when that was approved by Council?

A. This was a grant received from the Provincial Government for the possibility of creating a recreation centre for the community. There was a public open house held as well as a questionnaire distributed to all residents.

Q. There is an amount of \$516,672.00 disposed of in Capital assets. Can you please explain what you have disposed of and where they went?

A. Please come into the office and we will get the correct information from the Director of Finance for you.

Q. Is there any action with regards to the irrigation of the lagoon?

A. That was a topic that was brought up when there were discussions of installing a fountain in the lagoon. We currently do annual weed cutting.

Q. Do you intend to inform the public what will be going in at the Village's front entrance? Will there be a sidewalk installed at the front entrance?

A. There will be a new Front Entrance Signage with a bench and carved sasquatch. If there are any discussions about sidewalks we will inform the public.

15.

ADJOURNMENT

Moved by Councillor Buckley

Seconded by Councillor Kiss

THAT the meeting be adjourned at 7:42 p.m.

**CARRIED
UNANIMOUSLY**

Leo Facio
Mayor

Debra Key
Corporate Officer



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** May 22, 2013
FROM: Director of Finance **FILE:** 1880
SUBJECT: Statement of Financial Information

BACKGROUND:

The Statement of Financial Information is a statutory requirement under the *Financial Information Act* that must be filed annually by June 30th. Section 9 of BC reg. 371/93 states: "the Statement of Financial Information and accompanying schedules must be approved in writing by the Council and the Chief Financial Officer. In addition a management report approved by the chief Financial Officer must accompany the Statement of Financial Information."

RECOMMENDATION:

THAT Council approves the 2012 Statement of Financial Information.

Respectfully submitted for your
consideration;

Dale Courtice, CGA
Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

Ted Tisdale
Chief Administrative Officer

VILLAGE OF HARRISON HOT SPRINGS
INDEX TO STATEMENT OF FINANCIAL INFORMATION
FOR THE YEAR ENDING 2012

Checklist

2012 Audited Financial Statements

Schedule of Debenture Debt

Schedule of Employee Remuneration

Schedule of Council Remuneration

Schedule of Payments to Suppliers

Schedule of Payments for the Purposes of Grants

Approval by CFO and Council

Management Letter



Consolidated Financial Statements of

THE VILLAGE OF HARRISON HOT SPRINGS

Year Ended December 31, 2012

**Village of Harrison Hot Springs
Consolidated Financial Statements
For the year ended December 31, 2012**

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Village of Harrison Hot Springs

MANAGEMENT REPORT


The accompanying consolidated financial statements are the responsibility of the Village's management and have been prepared in compliance with legislation, and in accordance with generally accepted accounting principles for local governments established by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants. Management is also responsible for all the notes to the consolidated financial statements and schedules, and for ensuring that this information is consistent, where appropriate, with the information contained in the consolidated financial statements.

Management is also responsible for implementing and maintaining a system of internal controls to provide reasonable assurance that reliable financial information is produced.

The Council is responsible for ensuring that management fulfils its responsibilities for financial reporting and internal control and exercises this responsibility through the Council. The Council reviews internal financial statements on a monthly basis and external Audited Financial Statements annually.

The external auditors, McConnell, Voelkl, conduct an independent examination, in accordance with generally accepted auditing standards, and express their opinion on the consolidated financial statements. Their examination includes a review and evaluation of the Village's system of internal control and appropriate tests and procedures to provide reasonable assurance that the consolidated financial statements are presented fairly. The external auditors have full and free access to financial management of the Village of Harrison Hot Springs and meet when required.

On behalf of the Village of Harrison Hot Springs


Dale Courtice, CGA
Director of Finance
May 6, 2013



CHARTERED ACCOUNTANTS

F.W. Voelkl, B.Comm., C.A.
C.M. Kelley Inc., B.B.A., C.A.

P.O. Box 819
228 Wallace St.
Hope, B.C. V0X 1L0

Office (604)869-5634
Fax (604)869-2381



INDEPENDENT AUDITOR'S REPORT

To the Mayor Council of the VILLAGE OF HARRISON HOT SPRINGS

We have audited the Consolidated Statement of Financial Position of the **VILLAGE OF HARRISON HOT SPRINGS** as at **DECEMBER 31, 2012**, the Consolidated Statement of Operations, and the Consolidated Statement of Changes in Net Financial Assets for the year then ended.

These financial statements are the responsibility of the Village's Management. Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and to have in place such internal control as management determines necessary to enable the consolidated financial statements to be free from material misstatements, whether due to fraud or error.

Our responsibility is to express an opinion on the consolidated financial statements based on our audit and its result. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform an audit to obtain reasonable assurance whether these financial statements are free of material misstatements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures depend on the auditor's judgment, including the assessment of the risk of material misstatements of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of these consolidated financial statements in order to design audit procedures that are considered appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used, the reasonableness of accounting estimates made by management, and to evaluate the presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on these consolidated financial statements.

In our opinion, these consolidated financial statements present fairly, in all material respects, the financial position of the **VILLAGE OF HARRISON HOT SPRINGS** as at **DECEMBER 31, 2012**, and the results of its financial activities for the year then ended in accordance with Canadian generally accepted accounting principles for local governments modified as disclosed in Note 1 to the consolidated Financial Statements. We report that, in our opinion, these principles have been applied on a basis consistent with that of the preceding year.

McConnell, Voelkl

CHARTERED ACCOUNTANTS

May 6, 2013

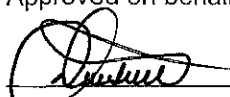
Hope, B.C., Canada

Village of Harrison Hot Springs
Consolidated Statement of Financial Position
As at December 31, 2012

	2012	2011
Financial assets		
Cash and investments (Note 2)	\$ 5,595,199	\$ 4,899,588
Accounts receivable (Note 3)	583,901	1,515,728
Lease receivable	-	44,961
MFA deposits (Note 4)	13,808	13,661
	<u>6,192,908</u>	<u>6,473,938</u>
Financial liabilities		
Accounts payable and accrued liabilities (Note 5)	309,272	811,699
Developer's deposits and other trust liabilities (Note 6)	66,036	128,020
Deferred revenue (Note 7)	660,130	530,653
Development cost charges (Note 8)	847,023	1,109,173
MFA demand notes (Note 4)	13,808	13,661
Capital lease	-	8,975
Long-term debt (Note 9)	38,787	50,505
Interim financing debt (Note 10)	850,000	1,000,000
	<u>2,785,056</u>	<u>3,652,686</u>
Net financial assets	3,407,852	2,821,252
Non-financial assets		
Tangible capital assets (Note 11, Schedule I)	30,017,219	28,986,165
Prepaid expenses	37,009	39,712
	<u>30,054,228</u>	<u>29,025,877</u>
Accumulated surplus	\$ 33,462,080	\$ 31,847,129
Represented by:		
Operating fund	\$ 2,200,964	\$ 1,960,144
Capital fund (Note 13)	1,243,690	743,518
Statutory reserve fund (Note 13)	888,994	1,216,783
Equity in tangible capital assets (Note 12)	29,128,432	27,926,684
	<u>\$ 33,462,080</u>	<u>\$ 31,847,129</u>

The accompanying notes and schedule are an integral part of these consolidated financial statements

Approved on behalf of Mayor and Council



Dale Courtice, CGA

Director of Finance

Village of Harrison Hot Springs
Consolidated Statement of Operations
for the year ended December 31, 2012

	Budget	2012	2011
	(Unaudited - note 20)		
Revenue			
Property taxes (Note 14,23)	\$ 1,812,200	\$ 1,821,615	\$ 2,183,269
Sale of services (Note 15)	889,750	895,336	734,138
Utility Service Fees (Note 16)	383,000	386,859	-
Government transfers (Note 17)	1,896,700	1,815,184	2,844,232
Investment income	26,500	28,174	35,348
Penalties and interest	20,600	22,842	28,863
Development cost charges (Note 8)	313,000	313,000	-
Other	32,600	58,344	32,835
	5,374,350	5,341,354	5,858,685
Expenses (Note 21)			
Legislative	130,100	131,722	120,585
General government	992,950	923,979	911,069
Protective services	211,650	179,406	187,222
Public Works	192,800	152,156	194,423
Transportation services	179,050	167,187	123,820
Public health	5,200	4,396	2,134
Planning and development	49,100	39,180	22,214
Tourism, Community and Economic Development	87,250	66,334	94,529
Sustainability	18,400	18,418	28,840
Solid waste management and recycling	123,650	114,013	107,467
Beaches, parks, recreation and culture	388,900	361,007	402,274
Water services	185,300	148,853	158,207
Sewer services	446,950	430,837	251,152
Non-Capital items expensed (Note 18)	-	243,761	120,340
Debt financing	31,450	25,625	60,582
Amortization (Note 1, Schedule I)	581,300	697,476	638,882
	3,624,050	3,704,350	3,423,740
Annual surplus	1,750,300	1,637,004	2,434,945
Prior period adjustment (Note 19)	-	(22,053)	84,847
Accumulated surplus, beginning of year	31,847,129	31,847,129	29,327,337
	\$ 33,597,429	\$ 33,462,080	\$ 31,847,129

Commitments and contingencies are specified in Note 22

The accompanying notes and schedule are an integral part of these consolidated financial statements

Village of Harrison Hot Springs
Consolidated Statement of Change in Net Financial Assets
for the year ended December 31, 2012

	Budget	2012	2011
	(unaudited - note 22)		
Annual Surplus	\$ 1,750,300	\$ 1,637,004	\$ 2,434,945
Acquisition of tangible capital assets	(2,521,700)	(2,245,202)	(3,778,719)
Amortization of tangible capital assets	581,300	697,476	638,881
Write down of tangible capital assets at NBV	-	516,672	4,858
Prior period adjustment	-	(22,053)	84,847
	(190,100)	583,897	(615,188)
Acquisition of prepaid expenses	-	(37,009)	(39,712)
Use of prepaid expenses	-	39,712	37,234
	-	2,703	(2,478)
Increase (decrease) in net financial assets	(190,100)	586,600	(617,666)
Net financial assets, beginning of year	2,821,252	2,821,252	3,438,918
Net financial assets, end of year	\$ 2,631,152	\$ 3,407,852	\$ 2,821,252

The accompanying notes and schedule are an integral part of these consolidated financial statements

Village of Harrison Hot Springs
Consolidated Statement of Cash Flows
for the year ended December 31, 2012

	2012	2011
Cash provided by (used in):		
Operating Activities:		
Annual surplus / (deficit)	\$ 1,637,004	\$ 2,434,945
Non cash items:		
Amortization	697,476	638,881
(Increase) Decrease in prepaid expenses	2,703	(2,479)
Prior period adjustment	(22,053)	84,847
Changes to financial assets / liabilities:		
Accounts receivable	931,828	(1,099,291)
Lease Receivable	44,961	3,456
Accounts payable and accrued liabilities	(564,412)	214,162
Deferred revenue	129,476	103,078
Development cost charges	(262,149)	132,560
Net change in cash from operating activities	2,594,834	2,510,159
Capital Activities:		
Write down of tangible capital assets at net book value	516,672	4,858
Acquisition of tangible capital assets	(2,245,202)	(3,778,719)
Net change in cash from capital activities	(1,728,530)	(3,773,861)
Financing Activities:		
Debt repayment	(164,343)	(580,057)
Actuarial adjustments	(6,350)	(15,130)
Net change in cash from financing activities	(170,693)	(595,187)
Net change in cash	695,611	(1,858,889)
Cash and cash equivalents, beginning of year	4,899,588	6,758,477
Cash and cash equivalents, end of year	\$ 5,595,199	\$ 4,899,588

The accompanying notes and schedule are an integral part of these consolidated financial statements

Village of Harrison Hot Springs
Notes to the Consolidated Financial Statements
For the year ended December 31, 2012

1. Significant Accounting Policies

The Consolidated Financial Statements of the Village of Harrison Hot Springs which are the representation of management are prepared in accordance with Canadian generally accepted accounting principles for governments as prescribed by the Public Sector Accounting Board (PSAB) of the Canadian Institute of Chartered Accountants. Significant accounting policies adopted by the Village are as follows:

a. Basis of consolidation

The Consolidated Financial Statements reflect the combined results and activities of the reporting entity which is comprised of the Operating, Capital and Reserve funds. Inter-fund transactions have been eliminated on consolidation.

- i. Operating Funds: These funds include the General, Water and Sewer operations of the Village. They are used to record the operating costs of the services provided by the Village.
- ii. Capital Funds: These funds include the General, Water and Sewer capital funds. They are used to record the acquisition and disposal of property and equipment and their financing.
- iii. Reserve funds: Under the *Community Charter*, Village Council may, by bylaw establish reserve funds for specified purposes. Money in a Statutory Reserve Fund, and interest earned thereon, must be expended by bylaw only for the purpose for which the fund was established. If the amount in a reserve fund is greater than required, Village Council may, by bylaw, transfer all or part of the balance to another reserve fund. Non-statutory Reserves require an approved council budget and resolution before these funds can be expended.

b. Revenue Recognition

Sources of revenue are recorded on the accrual basis and include revenue in the period in which the transactions or events occurred that give rise to the revenues and the expenses include any liabilities incurred and transfers made. Taxation revenues are recognized at the time of issuing the property tax notices for the fiscal year. Sale of services, user fee revenues, investment income, penalties and interest and other revenues are recognized when they are rendered by the Village or are due by convention, bylaw, or received. Grant revenues are recognized when the funding becomes receivable. Revenue unearned in the current period is recorded as deferred revenue and is recognized as revenue in the fiscal year the services are performed.

c. Investments

Investments are recorded at cost. When in the opinion of management, there is a permanent decline in value, investments are written down to their net realizable value.

d. Long-term debt

Long-term debt is recorded net of related sinking fund balances.

Village of Harrison Hot Springs
Notes to the Consolidated Financial Statements
For the year ended December 31, 2012

e. Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They may have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

i. Tangible Capital Assets

Tangible capital assets, comprised of capital assets and assets under construction, are recorded at cost less accumulated amortization and are classified according to their functional use. Amortization is recorded on a straight-line basis over the estimated useful life of the asset commencing the year the asset is put in to service.

Asset	Useful Life - Years
Land improvements	10 – 25
Parks infrastructure	10 – 50
Buildings	40 – 50
Machinery and equipment	5 – 10
IT infrastructure	4 – 10
Vehicles	5 – 20
Roads infrastructure	15 – 20
Water infrastructure	10 – 100
Sewer infrastructure	10 – 100
Drainage infrastructure	10 – 100

ii. Contributions of tangible capital assets

Tangible capital assets received as contributions are recorded at their fair value at the time of donation.

iii. Works of art and cultural and historic assets

Works of art and cultural and historic assets are not recorded as assets in these financial statements.

iv. Leased tangible capital assets

Leases which transfer substantially all the benefits and risks incidental to ownership of property are accounted for as leased tangible capital assets.

f. Use of estimates

The preparation of consolidated financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the reported amounts of revenues and expenses during the period.

Village of Harrison Hot Springs
Notes to the Consolidated Financial Statements
For the year ended December 31, 2012

2. Cash and Investments

	2012	2011
Restricted cash and investments		
Statutory Reserves	\$ 933,898	\$1,262,791
Non-statutory reserves	2,634,512	2,680,458
	3,568,410	3,943,249
Unrestricted cash and investments	2,026,789	956,339
Total cash and investments	\$5,595,199	\$4,899,588

3. Account Receivable

	2012	2011
Property taxes	\$195,066	\$138,866
Other governments	61,473	1,320,058
Trade and other	327,362	56,804
	\$583,901	\$1,515,728

4. Deposit and Reserve – Municipal Finance Authority

The Municipal Finance Authority of British Columbia (the Authority) provides capital funding for regional districts and their member municipalities. The Authority is required to establish a Debt Reserve Fund. The Authority must then use this fund if at any time there are insufficient funds to meet payments on its obligations. If this occurs the regional districts may be called upon to restore the fund.

Each regional district, through its member municipalities who share in the proceeds of a debt issue, is required to pay into the Debt Reserve Fund certain amounts set out in the financing agreements. The interest earned on the Debt Reserve fund, less administrative expenses, becomes an obligation of the Authority to the regional districts.

Upon the maturity of a debt issue, the unused portion of the Debt Reserve Fund established for that issue will be discharged to the Municipality. The proceeds from these discharges will be credited to income in the year they are received. As at December 31, the total of the Debt Reserve fund was comprised of:

	2012	2011
Cash deposits	\$13,808	\$13,661
Demand notes	\$13,808	\$13,661

Village of Harrison Hot Springs
Notes to the Consolidated Financial Statements
For the year ended December 31, 2012

5. Accounts Payable and Accrued Liabilities

	2012	2011
Trade and other	\$301,318	\$459,696
Holdbacks payable	-	348,463
Other government	522	2,750
Accrued benefits	7,432	790
	\$309,272	\$811,699

6. Developer's Deposits and Other Trust Liabilities

	2012	2011
Property and event damage deposits	\$34,431	\$91,726
Non-refundable deposits	27,369	27,002
Letter of credit	2,980	2,940
Community groups funds held in trust	1,256	6,352
	\$66,036	\$128,020

7. Deferred Revenue

	2012	2011
Prepaid taxes	\$126,517	\$ 118,809
Gas tax	330,463	389,290
Facility rentals and other	203,150	22,554
	\$660,130	\$530,653

8. Development Cost Charges

Development Cost Charges are restricted revenue liabilities representing funds received from developers and deposited into separate deferred revenue liability accounts for specified future capital expenses. In accordance with generally accepted accounting principles, the Village records these funds as restricted revenue which is then recognized when the related costs are incurred.

	Opening Balance	Receipts	Interest	Transfers Out	Closing Balance
Sewer	\$ 974,506	\$ 11,268	\$11,551	\$313,000	\$684,325
Water	134,667	12,920	1,854	-	149,441
Drainage	-	8,588	58	-	8,646
Parks	-	4,580	31	-	4,611
	\$ 1,109,173	\$ 37,356	\$13,494	\$313,000	\$847,023

Village of Harrison Hot Springs
Notes to the Consolidated Financial Statements
For the year ended December 31, 2012

9. Long-Term Debt

	Balance, beginning of Year	Additions	Principal Repayments	Actuarial * Adjustment	Balance, end of year
Sewer Fund					
MFA Issue 60	50,505	-	5,368	6,350	38,787

The following principle amounts are payable over the next three years:

	2012	2013	2014
Sewer Fund	\$5,368	\$5,368	\$5,368

* Actuarial Adjustments represent interest earned on sinking funds held by the Municipal Finance Authority. Such interest is used to reduce the principal amount of outstanding debt.

10. Interim Financing

In 2009 the Village borrowed \$1,500,000 under the Interim Financing Program from the Municipal Finance Authority of British Columbia for the purpose of constructing a new water reservoir. The Village has until 2014 to pay back the principal amount. Any principal balance unpaid will be converted into long-term debt at that time. The Village can pay down any amount on the principal in the next year. Interest is paid monthly. During the year the Village paid \$17,194 in interest.

	2012	2011
Balance, December 31, 2011	\$1,000,000	\$ 1,200,000
Principal repayments	(150,000)	(200,000)
Balance, December 31, 2012	\$ 850,000	\$1,000,000

Village of Harrison Hot Springs
Notes to the Consolidated Financial Statements
For the year ended December 31, 2012

11. Tangible Capital Assets

	2012	2011
Land	\$9,984,913	\$9,984,913
Buildings	1,189,085	1,243,963
Equipment, furniture and vehicles	653,640	357,894
Engineering structures:		
Water	5,117,222	5,202,918
Sewer	6,017,259	2,350,852
Drainage	1,206,902	1,224,572
Roads	4,358,522	3,797,108
Other	1,321,090	1,374,582
Other tangible capital assets	168,586	3,449,363
Total	\$30,017,219	\$28,986,165

For additional information, see Consolidated Schedule of Tangible Capital Assets. (Schedule I)

The Village has \$81,421 of tangible capital assets under construction at December 31, 2012.

12. Equity in Tangible Capital Assets

Equity in tangible capital assets (TCA) represents the net book value (NBV) of total capital assets less long term obligations assumed to acquire those assets. The change in consolidated equity in tangible capital assets is as follows:

	2012	2011
Equity in TCA, beginning of year	\$27,926,684	\$24,196,519
Add: Capital acquisitions	2,245,202	3,778,719
Debt principal repayment	164,344	580,056
Actuarial adjustment	6,350	15,130
Less: Amortization		
Dispositions at NBV	(516,672)	(4,858)
Amortization	(697,476)	(638,882)
Equity in TCA, end of year	\$29,128,432	\$27,926,684

Village of Harrison Hot Springs
Notes to the Consolidated Financial Statements
For the year ended December 31, 2012

13. Accumulated Surplus

Accumulated surplus consists of individual fund surplus and reserves and reserve funds as follows:

	2012	2011
Surplus:		
Invested in tangible capital assets	\$29,128,432	\$27,926,684
Operating fund	2,200,964	1,960,144
Total surplus	31,329,396	29,886,828
Reserves set aside by Council:		
Capital Fund Reserves		
Recreation Centre	402,269	-
Assessment appeal	43,835	18,411
Beach	35,009	34,539
Building	57,717	56,942
Contingencies	10,564	10,423
Dock replacement	27,343	26,976
Flood box / drainage	14,316	14,122
General	27,082	26,718
Insurance	9,172	9,049
Memorial Hall restoration	5,122	8,530
Parking / traffic management	35,423	25,081
Office equipment	21,480	21,191
Property	43,708	43,121
Road/Sidewalk	12,419	12,252
Sick leave/Retirement	102,547	83,145
Sewer	276,552	255,283
Water	119,132	97,735
Total Capital Fund Reserves	1,243,690	743,518
Statutory Fund Reserves:		
Community amenities	85,107	19,506
Fire department capital	132,184	455,532
Land unexpended funds	12,141	7,361
Parkland acquisition	42,829	17,468
Public works capital	69,974	69,075
Sewage treatment replacement	448,999	550,228
Sewer unexpended funds	76,941	75,903
Port Divestiture income	20,819	21,710
Total Statutory Fund Reserves	888,994	1,216,783
	\$33,462,080	\$31,847,129

Village of Harrison Hot Springs
Notes to the Consolidated Financial Statements
For the year ended December 31, 2012

14. Taxation

Taxation revenue, reported on the consolidated statement of operations, is made up of the following:

	Budget	2012	2011
Taxes collected			
Municipal property taxes	\$1,774,000	\$1,774,002	\$1,748,531
Municipal debt taxes	-	-	25,591
Frontage taxes - Sewer	-	-	198,262
Frontage taxes - Water	-	-	185,303
1 % Utility taxes	31,500	31,610	30,327
Payments in lieu of taxes	6,700	6,644	6,410
School taxes	1,296,200	1,296,161	1,306,412
Regional District	62,200	62,165	63,697
Regional Hospital District	111,500	111,485	114,267
Police tax	108,400	108,337	110,510
Other agencies	31,300	31,319	32,518
	3,421,800	3,421,723	3,821,828
Less transfers to other governments			
School District	1,296,200	1,287,408	1,315,164
Regional District	62,200	62,163	64,295
Regional Hospital District	111,500	111,484	115,229
Police	108,400	107,734	111,114
Other agencies	31,300	31,319	32,757
	1,609,600	1,600,108	1,638,559
Net taxes available for municipal purposes	\$1,812,200	\$1,821,615	\$2,183,269

15. Sale of Services, User Rates, Rentals

	Budget	2012	2011
Sewer user fees	\$475,000	\$485,886	\$317,328
Water user fees	177,000	175,849	177,447
Curbside collection fees	90,000	90,933	90,423
Licenses and permits	40,400	34,932	46,625
Facility rentals	97,000	93,651	95,613
Fines	3,300	2,515	2,655
Other	4,050	5,169	4,047
Utility penalties	3,000	6,401	-
Total	\$889,750	\$895,336	\$734,138

Village of Harrison Hot Springs
Notes to the Consolidated Financial Statements
For the year ended December 31, 2012

16. Utility Service Fees

	Budget	2011	2011
Sewer service utility fee - residential	\$184,000	\$176,077	\$ -
Sewer service utility fee - business	14,000	19,858	-
Water service utility fee - residential	171,000	169,856	-
Water service utility fee - business	14,000	21,068	-
Total	\$383,000	\$386,859	\$ -

17. Government Transfers

The Village recognizes the transfer of government funding as expenses or revenues in the period that the events giving rise to the transfer occurred. The Government transfers reported on the Statement of Operations are:

	Budget	2012	2011
Provincial:			
Conditional			
Infrastructure - wastewater treatment plant	\$537,500	\$579,993	\$ 818,183
Resort Municipality Initiative	310,000	133,704	289,598
McComb's Drive bridges	-	-	400,000
Other	700	756	542
Unconditional	451,000	451,379	436,756
Federal:			
Conditional			
Infrastructure - wastewater treatment plant	537,500	491,628	818,183
Gas tax	60,000	156,107	80,970
	\$1,896,700	\$1,813,567	\$2,844,232

18. Non-Capital items expensed

This includes items that although budgeted as capital expenditures did not qualify as tangible capital assets under the Village's policy.

19. Prior period adjustment

Prior period adjustments represent the accumulated effect of recording Development Cost Charge revenue, Gas Tax revenue and Resort Municipality Initiative revenue in the year the revenue is received rather than when the revenue is actually used for a particular capital project.

Village of Harrison Hot Springs
Notes to the Consolidated Financial Statements
For the year ended December 31, 2012

20. Budget Data

The unaudited budget data presented in these consolidated financial statements is based upon the 2012 operating and capital budgets adopted by Council on April 23, 2012. The chart below reconciles the approved balanced budget to the budget figures reported in these consolidated financial statements.

2012 Adopted Operating and Capital Budget	Budget Amount
Revenues:	
Operating budget	\$3,624,050
Capital budget	2,521,700
Total revenue	6,145,750
Expenses:	
Operating budget	3,624,050
Capital budget	2,521,700
Total expenses	6,145,750
Budgeted surplus (deficit)	\$ -
Budgeted surplus (deficit)	\$ -
Add:	
Capital expenses	\$2,521,700
Transfers to reserves	323,000
Principal repayments	152,400
Less:	
Transfers from reserves	(665,500)
Amortization	(581,300)
Annual budgeted surplus (see statement of operations page 4)	\$1,750,300

21. Classification of Expenses by Object

The Schedule of Operating Fund Activities represents the expenditures by function; the following table classifies those same expenditures by object:

	Budget	2012	2011
Salaries, wages and employee benefits	\$1,416,900	\$1,372,680	\$1,290,586
Operating materials and supplies	620,500	508,223	429,766
Contracted services	218,000	189,955	194,680
Administrative services and supplies	462,500	399,169	432,296
Utilities	160,100	134,225	129,044
Rentals and contractual obligations	133,300	133,236	127,564
Debt financing	31,450	25,625	60,582
Other	-	243,761	120,340
Amortization	581,300	697,476	638,882
Total expenditures by object	\$3,624,050	\$3,704,350	\$3,423,740

22. Commitments and Contingencies

- a. The municipality and its employees contribute to the Municipal Pension Plan (the plan), a jointly trustee pension plan. The Board of Trustees, representing plan members and employers, is responsible for overseeing the management of the Plan, including investment of the assets and administration of benefits. The plan is a multi-employer contributory pension plan. Basic pension benefits provided are defined. The plan has about 176,000 active members and approximately 67,000 retired members. Active members include approximately 35,000 contributors from local governments.

The latest valuation as at December 31, 2009 indicated an unfunded liability of \$1,024 million for basic pension benefits. The next valuation will be as at December 31, 2012 with results available in 2013. Defined contribution plan accounting is applied to the Plan as the Plan exposes the participating entities to actuarial risks associated with the current and former employees of other entities, with result that there is no consistent and reliable basis for allocating the obligation, Plan assets and cost to individual entities participating in the Plan.

The Village of Harrison Hot Springs paid \$86,132 for employer contributions to the plan in fiscal 2012.

- b. Debts of the Fraser Valley Regional District are, under provisions of the *Local Government Act*, a direct, joint and several liability of the District and each member municipality within the District, including the Village of Harrison Hot Springs.
- c. The Village is a subscribed member of the Municipal Insurance Association of British Columbia (The "Exchange") as provided by section 3.02 of the *Insurance Act* of the Province of British Columbia. The main purpose of the Exchange is to pool the risks of liability so as to lessen the impact upon any subscriber. Under the Reciprocal Insurance Exchange Agreement, the Village is assessed a premium and specific deductible for its claims based on population. The obligation of the Village with respect to the Exchange and/or contracts and obligations entered into by the Exchange are in every case several, not joint and several. The Village irrevocably and unconditionally undertakes and agrees to indemnify and save harmless the other subscribers against liability losses and costs which the other subscriber may suffer.
- d. The Village has an agreement with the Harrison Hot Springs Tourism Society to provide annual funding of \$31,000. The term of the agreement ends December 31, 2013.

23. Significant Taxpayer

The Village is reliant upon one taxpayer for approximately 23 % of the property tax revenue.

24. Comparative Figures

Certain balances of the preceding year have been reclassified to conform to the current year's financial statement presentation.

Village of Harrison Hot Springs
CONSOLIDATED STATEMENT OF TANGIBLE CAPITAL ASSETS
For the Year Ended December 31, 2012

	Land	Building	Equipment / Furniture / Vehicles	Water	Engineering Structures Sewer / Drainage	Roads	Other	Other Tangible Capital Assets	2012 Total	2011 Total
COST										
Opening Balance	\$ 9,984,913	\$ 1,985,501	\$ 1,509,677	\$ 6,094,049	\$ 6,956,061	\$ 7,215,984	\$ 1,752,458	\$ 3,580,190	\$ 39,078,833	\$ 35,309,803
Add: Additions	-	10,175	382,329	-	4,285,981	825,966	14,656	122,745	5,641,852	4,672,848
Less: Disposals	-	(10,898)	(19,474)	-	(2,358,812)	(166,573)	-	(3,396,650)	(5,952,407)	(903,818)
Less: Write-downs	-	-	-	-	-	-	-	-	-	-
Closing Balance	9,984,913	1,984,778	1,872,532	6,094,049	8,883,230	7,875,377	1,767,114	306,285	38,768,278	39,078,833
ACCUMULATED AMORTIZATION										
Opening Balance	-	741,538	1,151,783	891,131	3,380,637	3,418,876	377,876	130,827	10,092,668	9,458,618
Add: Amortization	-	65,053	76,845	85,696	149,997	244,865	68,148	6,872	697,476	638,882
Less: Acc. Amortization on Disposals	-	(10,898)	(9,736)	-	(1,871,565)	(146,886)	-	-	(2,039,085)	(4,832)
Closing Balance	-	795,693	1,218,892	976,827	1,659,069	3,516,855	446,024	137,699	8,751,059	10,092,668
Net Book Value for year ended December 31, 2009	\$ 9,984,913	\$ 1,189,085	\$ 653,640	\$ 5,117,222	\$ 7,224,161	\$ 4,358,522	\$ 1,321,090	\$ 168,586	\$ 30,017,219	\$ 28,986,165

Village of Harrison Hot Springs

Schedule of Debenture Debt As at December 31, 2012

<u>Bylaw No.</u>	<u>Purpose</u>	<u>Term (Years)</u>	<u>Maturity Date</u>	<u>Amount of Issue</u>	<u>2011 Balance</u>	<u>2012 Payments Principal</u>	<u>Interest</u>	<u>Actuarial Changes</u>	<u>2011 Balance</u>	<u>Int Rate</u>
Sewer Fund 626	Sewer Impr.	20	2015	177,500	<u>50,505</u>	<u>5,368</u>	<u>8,431</u>	<u>(6,350)</u>	<u>38,787</u>	4.75%

	<u>2011 Balance</u>	<u>2012 Principal Payments</u>	<u>2012 Balance</u>
Interim Financing - Water Reservoir	<u>\$ 1,000,000.00</u>	<u>\$ (150,000.00)</u>	<u>\$ 850,000.00</u>

Interest paid during 2012- \$ 17,194

VILLAGE OF HARRISON HOT SPRINGS

Consolidated Remuneration for Employees Under \$75,000 2012

6(2)(c)

Remuneration

Consolidated total – under \$75,000

\$661,319.90

VILLAGE OF HARRISON HOT SPRINGS

Employee Remuneration Over \$75,000 2012

6(2)(b)

		<u>Remuneration</u>	<u>Expenses</u>
Dale Courtice	Director of Finance	\$91,706.37	\$4,709.82
Debra Key	Corporate Officer	\$81,745.47	\$10,192.47
Ian Gardner	Operations Manager	\$80,635.86	\$3,968.16
Andre Isakov	Manager of Planning & Community Services	\$80,011.86	\$2,738.00
Peggy Parberry	Manager of Revenue Services	\$75,099.45	\$1,216.43

VILLAGE OF HARRISON HOT SPRINGS

Schedule of Remuneration and Expenses 2012

6(6) Report on Employers
EI & CPP

EI	\$20,775.25
CPP	\$39,337.14

VILLAGE OF HARRISON HOT SPRINGS

6 (2) (a) Remuneration and Expenses for Elected Officials 2012

	<u>Remuneration</u>	<u>Expense Allowance *</u>	<u>Paid Expenses</u>
Leo Facio, Mayor	\$30,000.00	\$10,000.00	\$8,649.45
Allan Jackson, Councillor	\$15,000.00	\$5,000.00	\$7,728.71
Zoltan Kiss, Councillor	\$15,000.00	\$5,000.00	\$7,590.07
Sonja Reyerse, Councillor	\$15,000.00	\$5,000.00	\$3,961.05
John Buckley, Councillor	\$8,750.00	\$2,916.67	\$2,519.67
Richard Shelley, Councillor	\$2,500.00	\$833.34	\$973.72

* Specified as an expense allowance included in remuneration

Vendor #	Name	Amount
B4480	0761036 BC LTD	28,784.79
B0900	BC ASSESSMENT	31,222.77
B2001	BC HYDRO	114,575.48
B3500	BOB'S BOAT LAUNCH SERVICES	44,143.55
C3105	CIVIC CONSULTANTS	39,655.46
C4950	CLEARTECH INDUSTRIES INC.	87,436.36
C6675	CTQ CONSULTANTS LTD	54,686.16
D1700	DESJARDINS CARD SERVICES	74,860.79
D4000	DISTRICT OF KENT	54,048.40
F4250	FIRST CLASS WASTE SERVICES INC.	93,041.43
F7000	FRASER VALLEY REGIONAL DISTRICT	190,330.48
MC132	FRASER VALLEY REGIONAL LIBRARY	57,756.00
G2995	GERRY ENNS CONTRACTING LTD.	48,520.77
H1020	HARRISON HOT SPRINGS FIRE DEPARTMENT	73,206.32
H1148	HARRISON TOURISM SOCIETY	326,931.98
H4790	HUB FIRE ENGINES & EQUIPMENT LTD.	383,589.92
H7501	HUB INTERNATIONAL BARTON LTD.	40,844.00
M0925	MAR-TECH UNDERGROUND SERVICES LIMITED	181,710.42
M4000	MINISTER OF FINANCE AND	1,022,438.44
M5080	MORRISON FIRE PROTECTION	30,836.56
M7790	MUNICIPAL FINANCE AUTHORITY	150,095.87
M7850	MUNICIPAL PENSION PLAN	154,585.45
M8000	MURDY & MCALLISTER	44,154.43
N2000	NEELCO CONSTRUCTION (1986) INC	199,796.80
O5500	ONUCKI, DEVLIN	36,398.14
P1000	PACIFIC BLUE CROSS	52,095.72
R2150	RECEIVER GENERAL OF CANADA	332,822.23
R8070	ROLLINS MACHINERY LIMITED	31,141.60
S5750	THE SPRINGS RV RESORT AT HARRISON	47,298.09
T3075	TIMBRO CONTRACTING	2,179,058.86
Payments Made (Vendors Over \$25000):		6,206,067.27
Miscellaneous Payments (\$25000 and Under):		903,125.12
Total Payments Made:		7,109,192.39

*** End of Report ***

VILLAGE OF HARRISON HOT SPRINGS
Schedule of Remuneration and Expenses
2012

7(2)(b) Statement of Payments
 Grants or Contributions

Grants

Festival of the Arts	\$12,500
Agassiz Fall Fair	150
Miami River Streamkeepers	500
Kent Harrison Search & Rescue	2,500
Agassiz-Harrison Community Services	1,000
Agassiz-Harrison Historical Society	300
Kent Harrison Arts Council	2,000
Kent Harrison Foundation	500
	<u>\$19,450</u>

VILLAGE OF HARRISON HOT SPRINGS

STATEMENT OF FINANCIAL INFORMATION APPROVAL

The undersigned, as authorized by the Financial Information Regulation, Schedule 1, subsection 9(2), approves all the statements and schedules included in this Statement of Financial Information, produced under the *Financial Information Act*.

Leo Facio
Mayor
June 4, 2013

Dale Courtice, CGA
Director of Finance
June 4, 2013

VILLAGE OF HARRISON HOT SPRINGS

MANAGEMENT REPORT 2012

The Financial Statements contained in this Statement of Financial Information under the *Financial Information Act* have been prepared by management in accordance with Canadian generally accepted accounting principles or stated accounting principles, and the integrity and objectivity of these statements are management's responsibility. Management is also responsible for all the statements and schedules, and for ensuring that this information is consistent, where appropriate, with the information contained in the financial statements.


Management is also responsible for implementing and maintaining a system of internal controls to provide reasonable assurance that reliable financial information is produced.

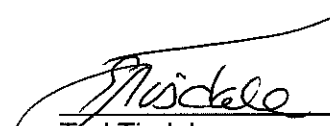
The Council is responsible for ensuring that management fulfils its responsibilities for financial reporting and internal control and exercises this responsibility through the Council of the Village of Harrison Hot Springs. The Council meets with management on a regular basis throughout the year.

The Council of the Village Of Harrison Hot Springs has the responsibility for assessing the management systems, policies and practices of the Village, as Council has not appointed an internal auditor and has not delegated its responsibilities to a specific person.

The external auditors, McConnell, Voelkl, conduct an independent examination, in accordance with Canadian generally accepted auditing standards, and express their opinion on the financial statements. Their examination does not relate to the other schedules and statements required by the Act. Their examination includes a review and evaluation of the Village's system of internal control and appropriate tests and procedures to provide reasonable assurance that the financial statements are presented fairly. The external auditors have full and free access to the management and Council and meet with them on a regular basis.

On behalf of the Village of Harrison Hot Springs



Dale Courtice,
Director of Finance
June 3, 2013

Ted Tisdale,
Chief Administrative Officer
June 3, 2013



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** May 23, 2013
FROM: Debra Key,
Deputy Chief Administrative Officer/CO **FILE:** 0890-20-05
SUBJECT: Village Entrance Signage – Resort Municipality Initiative

ISSUE:

Receipt of status report for the front entrance signage and display as approved under the Resort Municipality Initiative (RMI).

BACKGROUND:

Council had requested staff to bring forward a status report on the concept design for the new front entrance sign/structure as part of the approved project under the Resort Municipality Initiative (RMI).

The attached concept design shows a layout of a log structure and bench. The bench is a separate piece that can be placed in front of the signage and on a slight angle. It will provide a seating area for the public for photographic opportunities with a Sasquatch.

Since approval of the project, the landscaping design has been modified to create a more natural look with paving stones. The Sasquatch is being placed next to the east side of the sign pillar to allow for photographs to include the sign area and the bench itself has been reduced in size to allow for one seat next to the Sasquatch. The Sasquatch is life size with one arm resting over the back of the bench. Attached are photographs of the progress of the carvings of the Sasquatch and roof structure.

Also attached is a photograph of a Sasquatch sign that had been placed at the front entrance in 1966.

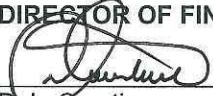
RECOMMENDATION:

THAT the status report for the front entrance signage RMI project be received.

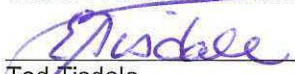
Respectfully submitted for your
consideration;


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



Proposed Landscape for Entrance

Remove Existing structures at Entrance

Extend Sidewalk
Concrete under Log information board
Concrete under Log Bench

Pavers in front of Log Bench

Four Flowering Dogwoods
Flower Garden Surrounding
With Bulbs for Spring Display
Perennials and Annuals for year round color.

The flower garden and flowering dogwoods can be repeated
across the highway.

Existing Sidewalk

Extended Sidewalk

Flowering Dogwood

Water

Flowering Dogwood

Log Information Board

Flowering Dogwood

Sasquatch Bench

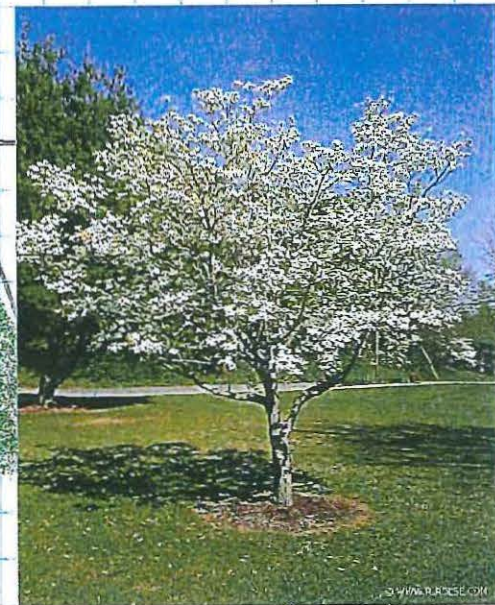
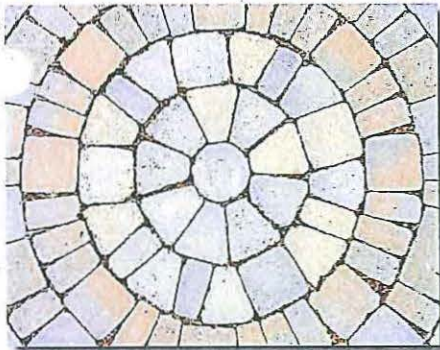
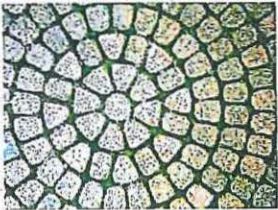
Brick Patio

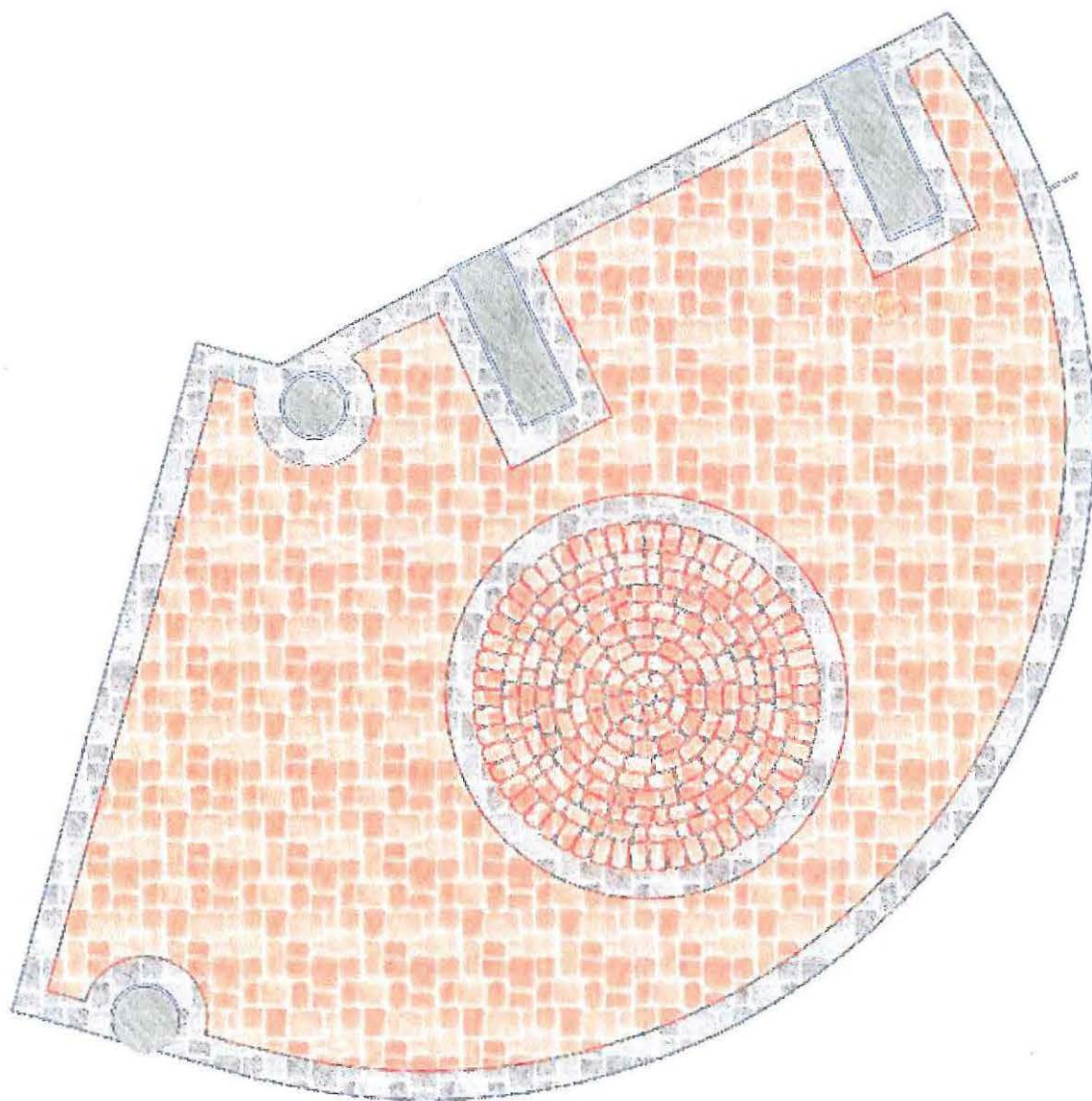
Flower Garden

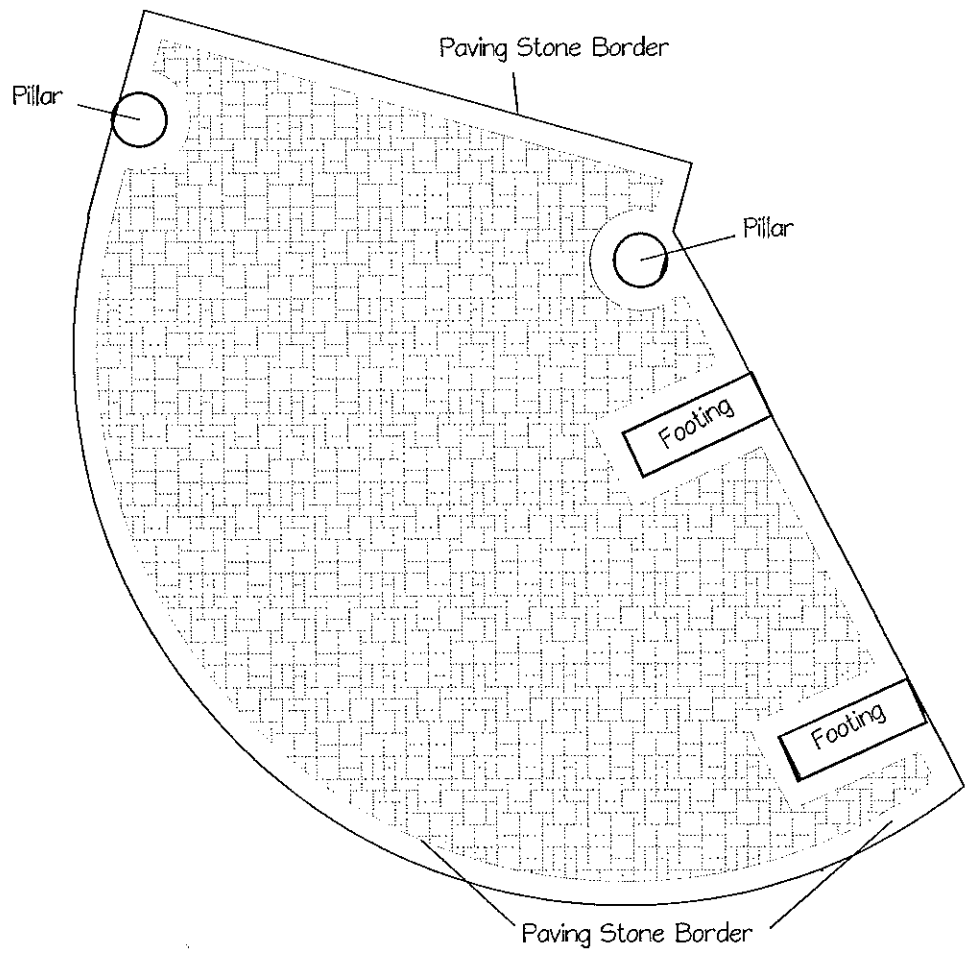
Lawn

Hydrant

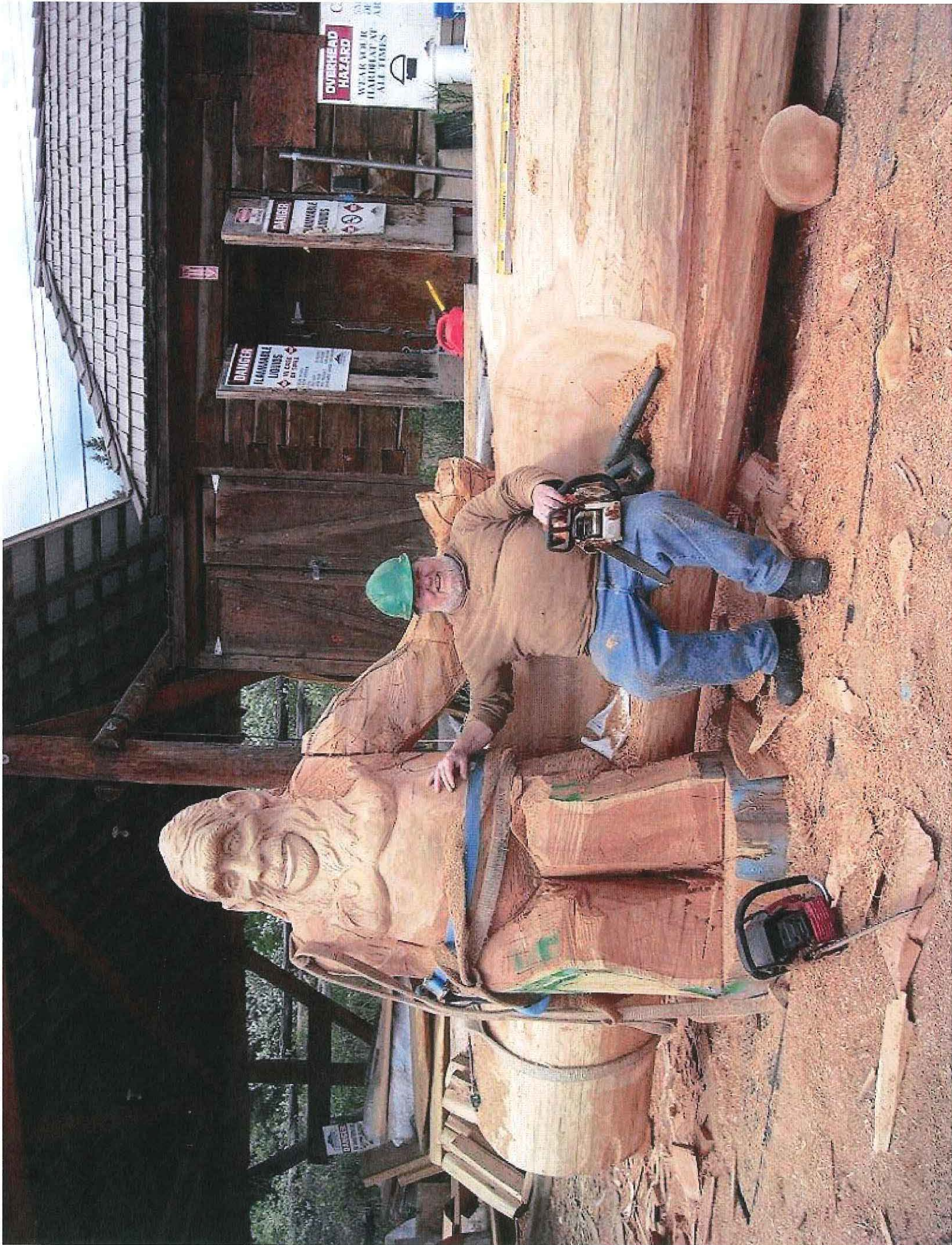
Stop Sign

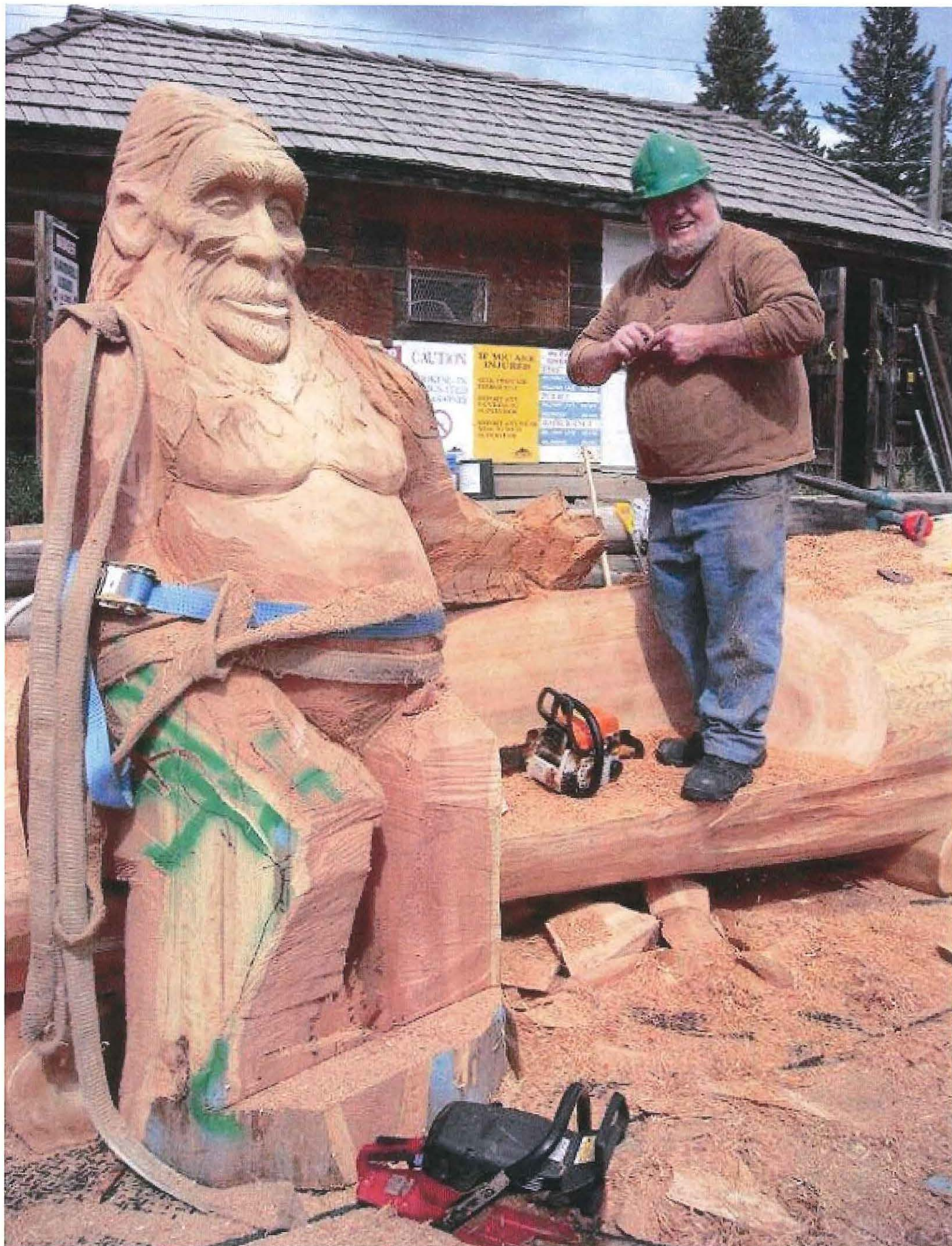














This day in history: May 24, 1966

VANCOUVER SUN MAY 24, 2012



In 1966, the Harrison Hot Springs village commissioners ruled that this neon sign had to go because the resort area was too elegant for the hairy giant. The sign had welcomed people to the village for about 10 years.

Village commissioners in Harrison Hot Springs ordered the removal of a neon Sasquatch sign because the resort area was too elegant for the hairy giant.

"I want that honky-tonk Sasquatch with the top hat removed from any signs welcoming visitors," Harrison Hot Springs Hotel manager Max Nargil said at the time. "The neon sign at the entrance to the village is just ridiculous. The proper environment for a Sasquatch is in the bush, not on a neon sign."

The illuminated sign had welcomed visitors to Harrison for about 10 years, a tribute to the hairy giant whose traditional home is rumoured to be in the mountains around Harrison Lake. The plug was pulled at the end of June when the contract with the advertising firm expired.

It was replaced with a new, six-foot-square sign containing the simple words: "Welcome to Harrison Hot Springs."

As for the fate of the original sign? It's a mystery, just like the real Sasquatch.

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VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** May 23, 2013
FROM: Debra Key, Deputy Chief **FILE:** 4320-50
Administrative Officer/Corporate Officer
SUBJECT: Special Occasion Licence Application – Harrison Festival of the Arts
And fall shows for Season of Performing Arts

ISSUE:

Endorsement for Special Occasion Licence Applications for public events.

BACKGROUND:

Council has in the past, approved the endorsement of the Harrison Festival of the Arts Special Occasion Licence Applications for January to December of 2012.

The Harrison Festival of the Arts has scheduled special events for the 2013 year and is requesting endorsements for their Special Occasion Licence Applications.


RECOMMENDATION:

THAT Council approve the endorsement of the Harrison Festival of the Arts Special Occasion Licence Applications for the period July through to December of 2013.

Respectfully submitted for your
consideration:

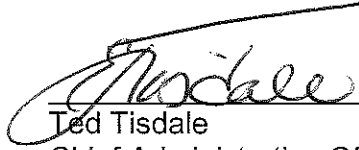
Debra Key
Deputy Chief Administrative Officer/
Corporate Officer

DIRECTOR OF FINANCE COMMENTS:

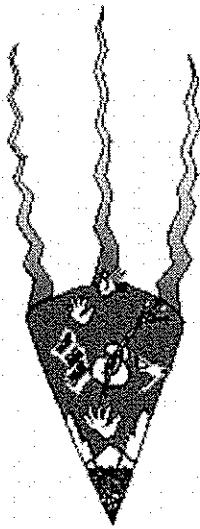


Dale Courtice
Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:



Ted Tisdale
Chief Administrative Officer



DPI 1

DPI 5

DPI 1

DPI 3

DPI 5

presenting world quality performing arts including the Harrison Festival of the Arts

May 21, 2013

Debra Key
Village of Harrison Hot Springs
Box 160
Harrison Hot Springs, BC

Dear Deb:

I am writing to get Council's endorsement for our Special Occasion Liquor License for this year's Festival of the Arts and fall shows in our Season of Performing Arts.

The Festival runs from Saturday, July 6 to Sunday, July 14 with an opening night concert on Friday, July 5. We will be applying for licenses for each of the ten evenings that we present shows in the Memorial Hall – July 5 through July 14.

We are planning three shows during the fall: September 28, October 19 and November 16.

If you or Council has any question, please let me know.

Regards

Ed Stenson, General Manager
Harrison Festival Society

Box 399 • Harrison Hot Springs • BC Canada • V0M 1K0 • (604) 796-3664
e-mail info@harrisonfestival.com • www.harrisonfestival.com



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** May 29, 2013
FROM: Debra Key, Deputy Chief Administrative Officer/CO **FILE:** 2600-01
SUBJECT: Appointment of Chief Administrative Officer

ISSUE:

Appointment of Ian Crane, Chief Administrative Officer

BACKGROUND:

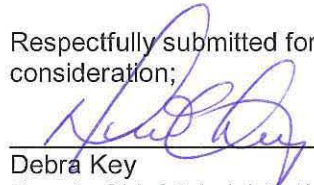
At a Regular Council meeting on March 18, 2013, Mayor Facio reported that Mr. Ted Tisdale, Chief Administrative Officer had tendered his resignation effective June 30, 2013 and that Mr. Ian Crane would be appointed as Chief Administrative Officer upon the retirement of Mr. Tisdale.

Pursuant to Officer Establishment Bylaw No. 929, Council may appoint a person to fill the position as Chief Administrative Officer.


RECOMMENDATION:

THAT Ian Crane be appointed as Chief Administrative Officer for the Village of Harrison Hot Springs effective July 1, 2013.

Respectfully submitted for your consideration;


Debra Key
Deputy Chief Administrative Officer/
Corporate Officer

DIRECTOR OF FINANCE COMMENTS:


Dale Courtice
Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:


Ted Tisdale
Chief Administrative Officer

CARIP Public Report Attestation Form

The Purpose of this Attestation: As per the CARIP guidance, the Financial Officer is required to attest that the CARIP report submitted to the Province on or before **March 8, 2013** has been made public and also indicate if it is the Final or Interim Report.

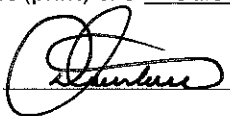
If applicable, the Financial Officer will also be required to attest that the local government's updated *Interim* CARIP report submitted on **June 1, 2013** has been made public and is the Final Report. Please complete the attestation below that applies to your 2012 CARIP Public Report at this time. Please review the general **CARIP Guidance document** for more information on this requirement.

Financial Officer must complete and sign the APPLICABLE attestation form below and email a scanned copy to the province at infra@gov.bc.ca

FINAL CARIP Report attestation:

I declare that this is the Final 2012 CARIP Public Report for Village of Harrison Hot Springs and that this report was made public on May 29, 2013.

Name, Title (print) CFO Dale Courtice, Director of Finance

Signature 

Date May 27, 2013

INTERIM CARIP Report attestation:

I declare that this is the *Interim* 2012 CARIP Public Report for the Village of Harrison Hot Springs and that this Report was made public on March 8, 2013.

Additional carbon neutral information is needed to complete this CARIP Report and once that information is received; this CARIP report will be updated, made public and submitted as Final to the Province on or before **June 1, 2013**.

As per the CARIP Guidance document, I am aware that local governments that do not make public and submit an updated, Final 2012 CARIP Public Report to the Province by the **June 1, 2013**, deadline:

- May not be eligible for next year's CARIP grant.
- Will not be eligible for certain elements of the Green Communities Recognition Program, and
- Will not be included in the 2012 Provincial level report on local government climate action progress

Name, Title (print) CFO: _____

Signature _____

Date _____

Village of Harrison Hot Springs Climate Action Revenue Incentive (CARIP) Public Report for 2012

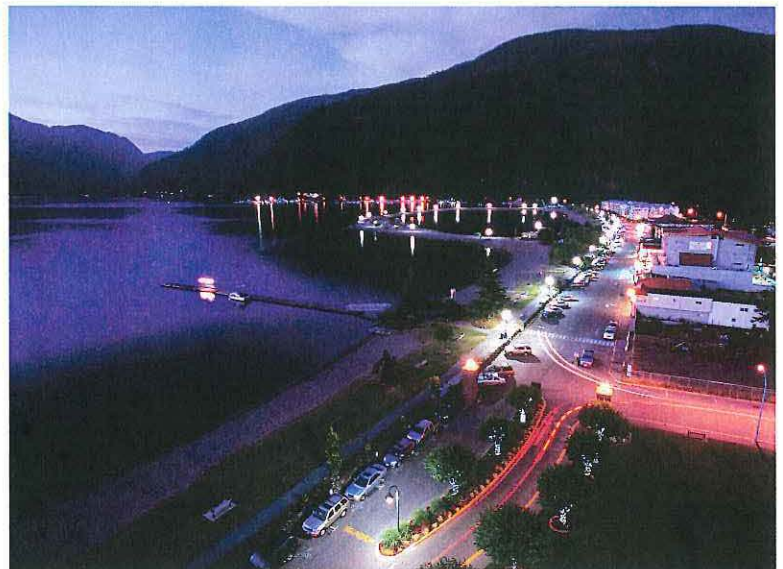


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General Information

Village of Harrison Hot Springs

Member of the Fraser Valley Regional District (FVRD)

Regional Growth Strategy (RGS) in region: Yes

Population: 1468

Community-Wide Actions for 2012

1.1 Measure

Community-Wide Measurement Actions

Question	Have you been using the <i>Community Energy and Emissions Inventory (CEEI)</i> to measure progress? What else have you been using instead of/in addition to CEEI?
Answer	Yes.

1.2 Plan

Community-Wide Targets

Question	Do your OCP(s) have targets, policies and actions to reduce GHG emissions, as per the requirements under the <i>Local Governments Act (LGA)</i> ? If yes, please identify the targets set. If no or in progress, please comment.
Answer	Yes.
Additional Information	The current Village of Harrison Hot Springs OCP states that the Village will strive to reduce community greenhouse gas emissions 16% below 2007 levels by 2020.

1.3 Reduce

Supportive Community-Wide Actions

Action Type	Broad Planning (e.g. creation/revision of OCPs, CEPs, transportation plans)
Actions Taken this Year	In 2012 the municipality developed an Integrated Community Sustainability Plan (ICSP).
Proposed Actions for Next Year	In 2013 the municipality will be working on implementing the goals and strategies within the ICSP.

Action Type	Building and Lighting (e.g. developed green building policy, increased density in the downtown)
Actions Taken this Year	n/a
Proposed Actions for Next Year	n/a

Action Type	Energy Generation (e.g. signed on to provincial 'solar ready' regulation, explored options for bioheating for buildings)
Actions Taken this Year	n/a
Proposed Actions for Next Year	n/a

Action Type	Green Space (e.g. developed urban forestry policy, adopted park acquisition policy)
Actions Taken this Year	Implemented the Miami River Restoration Project.
Proposed Actions for Next Year	Working with the FVRD to establish a regional park within the East Sector.

Action Type	Transportation (e.g. developed sustainable transportation plan, completed bicycle master plan)
Actions Taken this Year	Worked with the FVRD to develop a regional transit system to better serve the public in connecting Harrison Hot Springs.
Proposed Actions for Next Year	n/a

Action Type	Waste (e.g. introduced composting and recycling education programs)
Actions Taken this Year	The Village is looking at potentially developing a curbside compost system for organics/kitchen waste.
Proposed Actions for Next Year	The Village is looking at potentially developing and implementing a curbside compost system for organics/kitchen.

Action Type	Water/Sewer (e.g. participated in water smart initiatives, implemented Water Action Plan, introduced rebates on low flush toilets)
Actions Taken this Year	n/a
Proposed Actions for Next Year	n/a

Action Type	Other Actions
Actions Taken this Year	n/a
Proposed Actions for Next Year	n/a

Direct Community-Wide Actions

Action Type	Buildings (e.g. implement use of sustainability checklists and development permit guidelines for new buildings)
Actions Taken this Year	Updated the Zoning Bylaw to encourage infill development in the community.
Proposed Actions for Next Year	Develop a Tax Revitalization Bylaw that will encourage green buildings in the Village core.

Action Type	Energy Generation (e.g. implement district energy, geothermal, solar)
Actions Taken this Year	n/a
Proposed Actions for Next Year	The Village is considering an assessment of alternative energy sources.

Action Type	Transportation (e.g. implement bike lanes, pedestrian paths, upgrade transit service and infrastructure, improve roads, parking fees etc.)
Actions Taken this Year	Implemented the Traffic Calming Master Plan.
Proposed Actions for Next Year	Enhanced pedestrian sidewalk along Esplanade Avenue.

Action Type	Waste (e.g. introduce composting and recycling programs)
Actions Taken this Year	Promoted awareness of recycling opportunities in the community.
Proposed Actions for Next Year	Working on a waste reduction campaign.

Action Type	Water/Sewer (e.g. implement water conservation and reduction initiatives)
Actions Taken this Year	Put in operation a new more efficient waste water treatment plant.
Proposed Actions for Next Year	Working to install water meters in the community.

Action Type	Green Space (e.g. plant trees, conserve forest etc.)
Actions Taken this Year	Supporting the community garden.
Proposed Actions for Next Year	Supporting the community garden.

Action Type	Other Actions
Actions Taken this Year	Planted more trees and shrubs.
Proposed Actions for Next Year	n/a

1.4 Community Wide Innovation

Question	Is there any activity that you have been engaged in over the past year(s) that you are particularly proud of and would like to share with other local governments? Please describe and add links to additional information where possible.
Answer	In 2012 the municipality developed an Integrated Community Sustainability Plan (ICSP).

Corporate Actions for 2012

2.1 Measure

Corporate Measurement Actions

Question	What steps has your local government taken toward completing its corporate emissions inventory (e.g. corporate assets identified related to energy and fuel data and calculated GHG emissions from energy use)?
Answer	The municipality has been working to track corporate GHG emissions since 2009 and has purchased offsets from Pacific Carbon Trust for 2010 and 2012.

Question	What tool are you using to measure, track and report on your corporate emissions (e.g. SMARTtool, other tools including excel spreadsheets)?
Answer	The Village has been using a simple Excel tool developed and provided by the Government Finance Officers Association of BC.

2.2 Reduce

Supportive Corporate Actions

Action Type	Broad Planning (e.g. <i>developed corporate climate action plan</i>)
Actions Taken this Year	In 2012 the municipality developed an Integrated Community Sustainability Plan (ICSP).
Proposed Actions for Next Year	In 2013 the municipality will be working on implementing the goals and strategies within the ICSP.

Action Type	Building and Lighting (e.g. <i>developed energy reduction plan for all corporate buildings</i>)
Actions Taken this Year	n/a
Proposed Actions for Next Year	Looking into developing a Purchasing Policy that would account for energy consumption and GHG output.

Action Type	Energy Generation (e.g. <i>undertook feasibility study of green energy generation for civic buildings</i>)
Actions Taken this Year	Conducted a comprehensive energy audit.
Proposed Actions for Next Year	Working to implement recommendations within the energy audit.

Action Type	Transportation (e.g. <i>created anti-idling policy for city vehicles, bike to work week promotion</i>)
Actions Taken this Year	n/a
Proposed Actions for Next Year	Looking at vehicle leasing/purchase options to update the municipal vehicle fleet.

Action Type	Waste(e.g. <i>completed waste audit of City Hall</i>)
Actions Taken this Year	Explore ways for reducing corporate waste.
Proposed Actions for Next Year	Working on ways to reduce paper usage.

Action Type	Water/Sewer (e.g. <i>completed study of sewer and water energy use</i>)
Actions Taken this Year	n/a
Proposed Actions for Next Year	n/a

Direct Corporate Actions

Action Type	Building and Lighting (e.g. energy efficiency retrofits to municipal buildings)
Actions Taken this Year	Insulated the crawlspace in the Village Office to make the building more energy efficient.
Proposed Actions for Next Year	Working to implement recommendations within the energy audit.

Action Type	Energy Generation (e.g. implemented heat recovery systems, solar)
Actions Taken this Year	Made changes to the Village Office furnace to make it more energy efficient.
Proposed Actions for Next Year	Exploring potential for a new Civic Center.

Action Type	Fleet (e.g. anti-idling policies for fleet vehicles, purchasing of hybrid)
Actions Taken this Year	n/a
Proposed Actions for Next Year	Looking at modernising and replacing the vehicle fleet.

Action Type	Waste (e.g. introduction of composting and recycling programs and education)
Actions Taken this Year	n/a
Proposed Actions for Next Year	n/a

Action Type	Water/Sewer (e.g. initiated water conservation and reduction initiatives)
Actions Taken this Year	n/a
Proposed Actions for Next Year	n/a

Action Type	Green Space (e.g. planting of trees)
Actions Taken this Year	n/a
Proposed Actions for Next Year	n/a

Action Type	Other Actions
Actions Taken this Year	n/a
Proposed Actions for Next Year	n/a

2.3 Corporate Innovations

Question	Is there any activity that you have been engaged in over the past year(s) that you are particularly proud of and would like to share with other local governments? Please describe and add links to additional information where possible.
Answer	The Village of Harrison Hot Springs was the first municipality in BC to purchase carbon offsets for corporate operations in 2010.

Carbon Neutral Progress Reporting

Tonnes CO2e

Annual corporate emissions using SMARTTool or equivalent inventory tool 108

Emissions from services delivered directly by the local government 79

Emissions from contracted services 29

0

Less:

GHG reductions being claimed for this reporting year from Option 1 - GHG reduction project

Energy Efficient Building Retrofits and Fuel Switching

Solar Thermal

Household Organic Waste Composting

Low Emissions Vehicles

Less:

Offsets purchased for this 2012 reporting year provided by Pacific Carbon Trust

108

Balance of corporate emissions for this reporting year.

0

Making Progress on Your Carbon Neutral Commitment

Question	Balance of corporate emissions for this reporting year.
Answer	The corporate emissions balance is zero. The municipality is carbon neutral for this reporting year.

Offset Provider	The Village has purchased carbon offsets from the Pacific Carbon Trust (PCT) in the amount of 108 tonnes of CO ₂ e.
We have already purchased	The offsets for the 2012 reporting year were purchased from the Pacific Carbon Trust on April 2, 2013.
Or, will purchase by June 1, 2013	n/a

Appendix A
Departmental Breakdown of GHG Emissions and Offsetting Costs - 2012

Village of Harrison Hot Springs - Greenhouse Gas Inventory

Table 1 - General Data Collection	BC Hydro (kWh)	BC Hydro (\$)	Fortis BC (GJ)	Fortis BC (\$)	Gasoline (L) Final	Gasoline (\$) Final	Diesel B5 (L) Final	Diesel B5 (\$) Final	Total GHG (tCO2e)	Total Costs (\$)
Administration and Governance										
Village Office	29,474	\$ 2,844.08	130	\$ 1,289.48					7.27	\$ 4,133.56
Drinking, Storm and Waste Water, Solid Waste Collection, Transportation and Diversion, Roads and Traffic Operations										
Public Works Yard/Office	24,586	\$ 2,448.06	157	\$ 1,521.65	831	\$ 898.61	238	\$ 292.74	11.07	\$ 5,161.06
Public Fleet					4,878	\$ 5,686.65	5,902	\$ 7,485.89	27.03	\$ 13,172.54
Flood Pump	23,004	\$ 2,178.72							0.58	\$ 2,178.72
Solid Waste (Contracted)									28.70	
Street Lights	1,858	\$ 235.46							0.05	\$ 235.46
Water	86,139	\$ 8,827.39							2.15	\$ 8,827.39
Sewer	542,848	\$ 43,503.59							13.57	\$ 43,503.59
Arts, Recreation and Cultural Services										
Recreation / Memorial Hall	140,868	\$ 12,653.90	121	\$ 1,267.10					9.61	\$ 13,921.00
Fire Protection					1,436	\$ 1,824.74	400	\$ 500.10		
Fire Station	8,449	\$ 866.19	157	\$ 1,600.17					8.09	\$ 2,466.36
Totals	857,226	73,557	565	5,678	7,145	8,410	6,540	8,279	108	\$ 93,599.68
Total GHG (tCO2e)	21		28		17		17	Check>>>	84	\$ 95,924.52
								Previous Year>>>	90	

GHG Emission Factors	tCO2e	per
Hydro Electricity	0.000025	kWh
Natural Gas	0.05016	GJ
Gasoline	0.00236	Litre
Diesel	0.00263	Litre


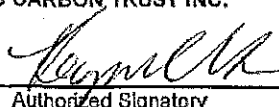

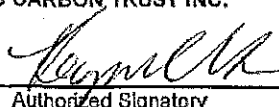

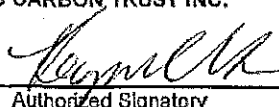
*** THIS TOOL IS PROVIDED BY THE GOVERNMENT FINANCE OFFICERS ASSOCIATION OF BC



Pacific Carbon Trust

Carbon Offset Services Agreement

This Carbon Offset Services Agreement ("Agreement") is made as of **April 2, 2013** (the "Effective Date") between:

VILLAGE OF HARRISON HOT SPRINGS ("Buyer") P.O. Box 160, 495 Hot Springs Road Harrison Hot Springs, BC V0M 1K0 Phone/fax: 604 796 2171 Email: aisakov@harrisonhotsprings.ca Buyer's Representative: Andre Aisakov, Manager of Planning and Community Services	PACIFIC CARBON TRUST INC. ("PCT") 976 Meares Street Victoria, BC V8V 3J4 PH/Fax#: 250-952-6793 / 250-952-6783 Email: d.scott.macdonald@pacificcarbontrust.com PCT's Representative: Scott MacDonald, CEO						
<p>This Agreement is comprised of the Specific Terms set out in Part I, the General Terms and Conditions set out in Part II, and the PCT Logo attached as Schedule 1.</p> <p>In consideration of \$1 and the mutual promises contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:</p>							
<p>PART I: Specific Terms</p> <p>PCT agrees to provide and Buyer agrees to pay for the carbon offset services as described under the following terms:</p> <p>A. <u>Contract Quantity</u> The Parties agree that the Contract Quantity, Unit Price and Contract Price are as follows:</p> <table><tr><td>i. Contract Quantity</td><td>108 t CO₂e</td></tr><tr><td>ii. Unit Price</td><td>\$ 25 t CO₂e</td></tr><tr><td>iii. Contract Price</td><td>\$ 2700</td></tr></table> <p>B. <u>Payment</u> Buyer agrees to pay to PCT the Contract Price plus applicable taxes. PCT shall render an invoice to Buyer in respect of the Contract Price within 10 business days of receiving the final signed agreement. Buyer shall make each payment in respect of the Contract Price within 30 days of invoice receipt.</p> <p>C. <u>Carbon Offset Services</u> PCT shall Retire a quantity of Emissions Offsets equal to the Contract Quantity within thirty (30) days of receiving payment, provided that the Buyer has not committed an Event of Default which is continuing.</p> <p>D. <u>PCT Logo</u> When communicating publicly about the offset services provided by PCT under this agreement, Buyer will make reasonable use of the PCT logo, and will in its communications endeavour to identify Pacific Carbon Trust as the offset source for such offset services. Buyer may also prominently display, including at its places of business, and otherwise reasonably make use of the PCT Logo in identifying the source of the offset services in this agreement.</p> <p>E. <u>Term</u> This Agreement shall commence on the date first written above ("Effective Date") and will expire on the date each Party has fulfilled all of its obligations hereunder.</p> <p>F. <u>Entire Agreement</u> THIS AGREEMENT, INCLUDING ALL OF ITS ATTACHMENTS AND SCHEDULES, IS THE ENTIRE AGREEMENT BETWEEN PARTIES IN RESPECT OF THE CARBON OFFSET SERVICES.</p>		i. Contract Quantity	108 t CO ₂ e	ii. Unit Price	\$ 25 t CO ₂ e	iii. Contract Price	\$ 2700
i. Contract Quantity	108 t CO ₂ e						
ii. Unit Price	\$ 25 t CO ₂ e						
iii. Contract Price	\$ 2700						
<p>In witness whereof, the Parties have executed this Agreement as of the Effective Date.</p> <table><tr><td>VILLAGE OF HARRISON HOT SPRINGS</td><td>PACIFIC CARBON TRUST INC.</td></tr><tr><td>Per:  Authorized Signatory</td><td>Per:  Authorized Signatory</td></tr></table>		VILLAGE OF HARRISON HOT SPRINGS	PACIFIC CARBON TRUST INC.	Per:  Authorized Signatory	Per:  Authorized Signatory		
VILLAGE OF HARRISON HOT SPRINGS	PACIFIC CARBON TRUST INC.						
Per:  Authorized Signatory	Per:  Authorized Signatory						

PART II: GENERAL TERMS AND CONDITIONS

1.(a) Definitions. Words and phrases not elsewhere defined in this Agreement have the following meanings:

(i) "Confidential Information" means all oral and written information contained in or supplied by either Party pursuant to this Agreement not otherwise publicly available. Confidential Information does not include any information which was in the lawful possession of the receiving Party prior to the Effective Date; is or becomes generally known or available through no act or omission of the receiving Party; or is or becomes known to the receiving Party from a source other than the other Party not under an obligation of confidentiality.

(ii) "Contract Price" means an amount in dollars equal to any Contract Quantity multiplied by the Unit Price.

(iii) "Contract Quantity" means the amount of Emissions Offsets which Buyer wishes PCT to Retire on its behalf as set out in this agreement.

(iv) "Emission Offset" has the meaning ascribed to it in the GGRTA.

(v) "EOR" means the Emission Offsets Regulation under the GGRTA.

(vi) "Force Majeure" means any event or circumstance beyond the reasonable control of the Party claiming Force Majeure not reasonably foreseeable at the Effective Date nor the result of negligence of the Party invoking Force Majeure, but does not include: (a) financial inability; (b) economic hardship, which includes PCT's ability to sell Emission Offsets at a higher price than the Unit Price or Buyer's ability to buy Emission Offsets at a lower price than the Unit Price; (c) the inability to make any payment required under this Agreement for any reason other than the act of a Government Authority that disables the banking system through which the payment is to be made.

(vii) "GGRTA" means the Greenhouse Gas Reduction Targets Act, and all regulations made pursuant thereto, including the EOR.

(viii) "Government Authority" means any international, federal, provincial, municipal, regional or local governmental, administrative, judicial or regulatory entity operating under any Law and includes any department, commission, bureau, board, administrative agency, regulatory body or agent of the Crown (other than PCT).

(ix) "Greenhouse Gases" has the meaning ascribed to it in the GGRTA and "GHG" has the same meaning.

(x) "Intellectual Property Rights" means any intellectual property rights recognized by law and includes all rights in any copyright or trademarks and all intangible rights or privileges of a nature similar to any of the foregoing, whether or not registered or registrable, and shall include all rights in any applications and granted registrations for any of the foregoing.

(xi) "Law" means, at any given time, all federal, provincial, regional, municipal or local government laws, statutes, regulations and by-laws, and all publicly available rules, policies, notices, directives, orders, judgments and decrees of Government Authorities having the force of law, together with the common law and the law of equity, in effect at that time.

(xii) "Party" means either Buyer or PCT and "Parties" means both of them.

(xiii) "PCT Intellectual Property" means any intellectual property of PCT and includes the PCT Logo and any other logo, trademark or other visual or non-visual information or representation which is reasonably identifiable as a reference to PCT.

(xiv) "PCT Logo" means a mark of PCT substantially similar to the mark set out in Schedule 1.

(xv) "Person" means a natural person, partnership, limited liability partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority.

(xvi) "Retire" means an act which irrevocably precludes the future use, application or transfer of an Emission Offset and "Retirement" shall have its corresponding meaning.

(xvii) "tCO₂e" means metric tonnes in carbon dioxide equivalent, which for a given volume of any Greenhouse Gas means a volume of carbon dioxide gas that would have the equivalent atmospheric warming potential based on equivalence factors prescribed under the GGRTA from time to time.

(xviii) "Unit Price" means the prescribed price at which public sector organizations purchase Emission Offsets from PCT.

(b) Interpretation. In this Agreement:

(i) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(ii) if any date specified in this Agreement as a date for taking action falls on a day that is not a business day, that action may be taken on the next business day;

(iii) headings are for convenience only and do not form part of this Agreement or affect its interpretation;

(iv) references to "all reasonable efforts" or other similar terms when used in connection with an obligation of a Party means in good faith and with due diligence taking steps substantially equivalent to what a reasonable and prudent person in comparable circumstances would take if the whole of the benefit or detriment of the obligation accrued solely to that person's own benefit or detriment;

(v) To the extent of any inconsistency between Parts I, II and III of this Agreement, the terms contained in the part designated with a higher numbered shall have precedence over the terms contained in a part designated with a lower number; and

(vi) the words "include", "includes" and "including" are to be read as if followed by the words "without limitation".

2. Representations and Warranties.

(a) As of the Effective Date, each Party represents and warrants to the other Party that:

(i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(ii) the execution, delivery and performance of this Agreement is within its powers, duly authorized, and does not violate its governing documents, any contract to which it is a party or any Law;

(iii) this Agreement constitutes legally valid and binding obligations enforceable against it in accordance with their terms, subject to any equitable defences, bankruptcy principles, or the like; and

(iv) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of entering into or performing its obligations under this Agreement.

(b) As of the date of Retirement of each Emission Offset by PCT under this Agreement, PCT represents and warrants that:

(i) PCT has good and marketable title to such Emission Offsets free and clear of all liens and encumbrances; and

(ii) Such Emission Offsets comply with the requirements of the GGRTA, have not been used, allocated, or applied by PCT for any other purpose and have not been sold or transferred to any other Person by PCT.

(c) ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, ARE DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PCT MAKES NO REPRESENTATION OR WARRANTY HEREUNDER WITH RESPECT TO THE CONFORMITY OF THE EMISSION OFFSETS WITH THE REQUIREMENTS OF ANY REGULATORY OR VOLUNTARY STANDARD, ANY FUTURE ACTION OR FAILURE TO ACT OR APPROVAL OR FAILURE TO APPROVE BY ANY GOVERNMENTAL AUTHORITY.

3. Intellectual Property.

(a) Title to, ownership of, and all interest in any and all Intellectual Property Rights in the PCT Intellectual Property, and all modifications or derivatives thereof, are reserved to and at all times shall remain the property of PCT. This Agreement in no way vests Buyer or any other Person with any proprietary interest in any part of the PCT Intellectual Property.

(b) Buyer acknowledges and agrees that PCT is the owner of or has a licence to use the PCT Intellectual Property. PCT hereby grants a non-exclusive, non-sublicensable, non-transferable, royalty-free licence to Buyer to use the PCT Intellectual Property in accordance with this Agreement and such rules and requirements as PCT may prescribe from time to time and as may be amended from time to time by PCT and communicated to Buyer. Buyer will comply strictly with all such rules and regulations which have been communicated to Buyer. Buyer will notify PCT of any conflicting use or any active infringement or unfair competition involving the PCT Intellectual Property of which Buyer becomes aware.

(c) Buyer agrees to stop using the PCT Intellectual Property immediately upon: (i) the termination or expiration of this Agreement; or (ii) receipt of written notice from PCT in the event PCT is required to cease and desist using the PCT Intellectual Property, or if the PCT Intellectual Property becomes the subject to an action related to the use or misuse of the PCT

Intellectual Property.

(d) To the extent such use is within its control, Buyer will ensure that no other Person under Buyer's control makes use of the PCT Intellectual Property in a manner that is inconsistent with the intent of this Agreement.

4. Additional Covenants.

(a) PCT will not Retire the same Emission Offsets on behalf of more than one Person and shall not sell, transfer, dispose of or make any use whatever of any Emission Offsets Retired under this Agreement.

(b) Buyer will not purport to sell, transfer or dispose of any rights to the Emission Offsets Retired or to be Retired on its behalf under this Agreement to any other Person or permit any other Person to use, report or claim the benefit of such Emission Offsets or the Retirement of such Emission Offsets.

5. Events of Default. For purposes of this Agreement, a Party shall be in default (each of the following, an "Event of Default"):

(a) If that Party materially breaches any of its obligations hereunder and such breach is not cured within three business days of written notice of such breach from the other Party;

(b) If any representation or warranty made by a Party in this Agreement proves to have been misleading or false in any material respect when made and such Party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within three business days of written notice from the other Party; or

(c) If that Party makes an assignment or any general arrangement for the benefit of its creditors, files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it, or otherwise becomes bankrupt or insolvent (however evidenced).

6. Remedies on Default.

(a) If an Event of Default exists with respect to either Party, the non-defaulting Party may: (i) upon two business days' written notice to the defaulting Party, terminate this Agreement; (ii) withhold any payments due in respect of this Agreement between the Parties; and (iii) exercise any other rights or remedies available to it at law or in equity, including an action for damages.

(b) THE REMEDIES SET FORTH IN THIS SECTION 6 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR AN EVENT OF DEFAULT, AND A DEFAULTING PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THIS SECTION 6.

(c) A DEFAULTING PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. IN NO EVENT SHALL ANY OTHER LIABILITY BE INCURRED BY EITHER PARTY FOR ANY OBLIGATIONS WHICH ARISE UNDER THIS AGREEMENT, INCLUDING CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES IN TORT, CONTRACT, OR OTHERWISE.

7. Force Majeure. If either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations with respect to this Agreement, then upon such Party giving notice and full particulars of such Force Majeure as soon as reasonably possible after its occurrence, such notice to be confirmed in writing to the other Party, the obligations of the claiming Party, other than its payment obligations, will, to the extent they are affected by such Force Majeure, be suspended during its duration, but for no longer period, and the claiming Party will not be liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such event of Force Majeure. The term shall be extended by the duration of the Force Majeure.

8. Change in Law. If part or all of any Law is introduced, rescinded, replaced, invalidated or amended such that the implementation of this Agreement becomes impossible or impracticable, the Parties agree to negotiate in good faith to amend this Agreement to conform with such new Laws, procedures, protocols, standards or methodologies in order to maintain the original intent of the Parties under this Agreement.

9. Confidentiality.

(a) Except as provided in this Section 9, neither Party shall disclose Confidential Information to any other Person at any time during or after the Term, without the other Party's prior written consent. Each Party may permit knowledge of and access to Confidential Information to those of its lawyers, accountants, representatives, agents and employees who have a need to know such Confidential Information related to this Agreement. Either Party may disclose the number of Emission Offsets Retired hereunder. Buyer acknowledges that all documents and other records in

the custody of or under the control of PCT are subject to the British Columbia Freedom of Information and Protection of Privacy Act and other Law.

(b) If required of a Party by Law or Government Authority, that Party may release Confidential Information, or a portion thereof, to the extent required. Such Party shall notify the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that Government Authority to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

10. Termination.

(a) Either Party may terminate this Agreement on thirty days written notice to the other Party, for convenience.

(b) Following the expiration or termination of this Agreement, the obligations of the Parties under Sections 4 and 8 of this Part II shall survive indefinitely, and the obligations of the Parties under Section 9 of this Part II shall survive for a period of two years.

(c) For greater certainty, no part of the Contract Price shall be refunded to Buyer in the event that Buyer terminates this Agreement for convenience.

11. General.

(a) No amendment or modification of this Agreement is enforceable unless in writing and executed by both Parties.

(b) No delay or omission by a Party in the exercise of any right under this Agreement shall be taken, construed or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions hereof are breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

(c) Any communication or notice required or desired to be given pursuant to this Agreement shall be in writing and actually delivered by hand, facsimile, email, or registered mail to the other Party at the addresses listed above or at such other address as such Party may from time to time designate by notice. Any notice or other communication under this Agreement will be deemed to have been given and received as follows: if it is delivered by hand, on the day delivered; if it is delivered via facsimile, on the business day following the date of transmission; if it is delivered by email, when the recipient, by an email sent to the email address for the sender listed above or by a notice delivered by another method in accordance with this paragraph (c), acknowledges having received that email, provided that an automatically generated read receipt does not constitute acknowledgement of an email; if it is delivered by registered mail, four business days following the date of posting, provided that if there is a mail strike, slow-down or other labour dispute that might affect delivery by mail occurring within the four business days after posting, the notice will be effective only when actually received.

(d) Neither Buyer nor PCT shall assign this Agreement nor delegate any of its duties hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned. Any assignment in violation of this paragraph (d) shall be voidable at the sole discretion of the non-assigning Party.

(e) This Agreement does not create a joint venture, trust, agency or partnership between the Parties, or impose trust or partnership obligations or liabilities on or with regard to either Party.

(f) Any amount to be paid by one Party to the other Party may be paid by cheque or by wire transfer of immediately available funds to a bank account designated by the receiving Party.

(g) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, without reference to its conflict of law principles, and the Parties submit and attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia.

(h) This Agreement constitutes the entire Agreement between the Parties and supersedes all prior representations, communications and agreements, oral or written, by and between the Parties, with respect to the subject matter of this Agreement.

(i) This Agreement may be executed in any number of counterparts, each of which shall be an original, but which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile or email. Any facsimile or email signatures shall have the same legal effect as manual signatures.

SCHEDULE 1 PCT LOGO

Offsets provided by

Logo Graphic Standards

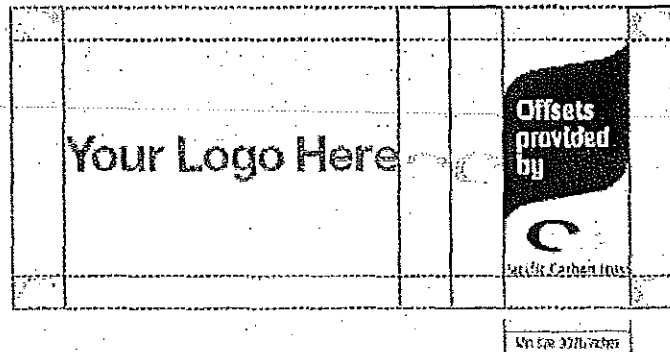
The Pacific Carbon Trust logo, Offsets provided by logo and/or partner logo application cannot be used without prior written permission by Pacific Carbon Trust.



The logos can be reproduced using the colour specifications below.

Minimum specifications The minimum protective space is 'C', where 'C' equals the space between the logo graphic and the logo type. To protect the integrity of the logo, it's minimum space is required around all sides of the logo. This applies to both positioning around other printed elements as well as from printed and trimmed edges.

Partner logo specifications The minimum protective space is the width and height of the ring shape graphic in the Pacific Carbon Trust logo. The specification shown below is the minimum required space next to a partner logo.



PMS: 306 C
CMYK: C=100% M=55% Y=0% K=47%
RGB: R=0 G=104 B=140 HEX: 00688D

K: 100%
RGB: R=0 G=0 B=0
HEX: 000000

Font: Sans-serif Regular

Please output using the finest screens for the medium of publication.

Restrictions:

- Do not print in colours not specified
- Do not use a different font

K: 80%
RGB: R=70 G=75 B=70
HEX: 4D4D4D

K: 20%
RGB: R=200 G=200 B=200
HEX: C8C8C8



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** May 9, 2013
FROM: Debra Key, Deputy Chief Administrative Officer/CO **FILE:** 3900-01
SUBJECT: Bylaw No. 1026 Council Procedure Amendment Bylaw

ISSUE: To amend Council Procedure Bylaw No. 1002

BACKGROUND:

Staff has been directed to review the current Council Procedure Bylaw and prepare an amendment bylaw for Council's consideration.

Changes that have been made include:

1. Amending Order of Business of the Regular and Special Meetings of Council to allow Questions from the Public that pertain to agenda items only;
2. Housekeeping amendment by condensing item (j) into (i) for the call of the question under Rules of Conduct and Debate and deleting (j);
3. Amendment to Bylaws by deleting (j), (k), (m) and (n);
4. Amendment to Minutes of Meetings for both Regular and Special Meetings of Council deleting "at the recording secretary's discretion" and adding "excluding in camera meetings";
5. Amendment to Public Hearings and Public Information Meetings deleting "at the recording secretary's discretion";
6. Adding "Administration" to Reports;
7. Housekeeping amendment to (a), (b) and (c) of Conflict of Interest by deleting "its committees" and amending to read, "or as a member of a Council committee";

Pursuant to s. 124(3) of the *Community Charter* public notice was given May 24, 2013 and May 31, 2013.

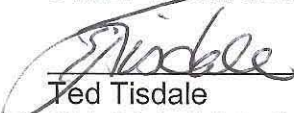
RECOMMENDATION:

THAT Bylaw No. 1026, 2013 Council Procedure Amendment be given first, second and third reading.

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



**VILLAGE OF HARRISON HOT SPRINGS
BYLAW NO. 1026**

A bylaw to amend Council Procedure Bylaw No. 1002

WHEREAS under Sections 124 (1) of the *Community Charter*, Council must by bylaw establish the general procedures to be followed by Council and Council Committees in conducting their business,

AND WHEREAS, Council of the Village of Harrison Hot Springs has deemed it advisable to amend the Council Procedure Bylaw No. 1002;

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

1. CITATION

This Bylaw may be cited for all purposes as "Village of Harrison Hot Springs Council Procedure Amendment Bylaw No. 1026, 2013".

2. AMENDMENTS

(a) Item 4 Agenda, page 4, section (g), 14. Question Period be amended to read:

14. Question Period (Pertaining to Agenda Items Only)

(b) Item 6 Rules of Conduct and Debate, page 5, section (i) be amended to read:

(i) After a question is finally put by the Mayor or presiding member, it shall be conclusive and no member shall speak to the question nor shall any other motion be made until after the result of the vote has been declared.

(j) Be deleted and the balance of the sections be re-lettered.

(c) Item 12 Minutes of Meetings, page 11, section (b) be amended to read:

- (b) Minutes may be recorded with a recording device at the convenience of the recording secretary and will be erased once the minutes have been adopted; excluding in camera meetings.

(d) Item 13 Special Meetings of Council, page 11, section 7. Question Period be amended to read:

7. Question Period (Pertaining To Agenda Items Only)

(e) Item 14, Public Hearings and Public Information Meetings, page 12, section (a)(v) be amended to read:

- (v) The Public Hearing may be recorded with a recording device at the convenience of the recording secretary and will be erased once the record is adopted.

(f) Item 19 Reports, page 18, section (a) add a new section entitled "Administration" and amend by renumbering as such:

- (i) Administration
- (ii) Bylaw Enforcement
- (iii) Finance
- (iv) Fire Department
- (v) Planning, Development and Building
- (vi) Public Works

(g) Item 23 Conflict of Interest, page 19, section (a) be amended to read:

- (a) Should a member of Council or as a member of a Council Committee, deem to have a direct or indirect pecuniary interest in any matter before a meeting, he shall verbally declare such a conflict, state the general nature that this is to be the case and remove himself from the meeting.
- (b) A member of Council or as a member of a Council Committee declaring a conflict of interest must not attempt in any way, whether before, during, or after the meeting, to influence the voting on any question in respect of the matter. After such declaration, the Corporate Officer or designate must have recorded in the minutes, the declaration of the conflict, the reasons given for it and the times of the member's departure from and return to the meeting.
- (c) The Mayor/Chair or presiding member of the Council or as a member of a Council Committee at meetings, must ensure that the member is not present at the meeting at the time of any vote in respect of the matter.

3. **THIS BYLAW** may not be amended or repealed and substituted unless Council first gives notice in accordance with section 94 of the *Community Charter*.

In Compliance with section 124(3) of the *Community Charter*, public notice was given May 24, 2013 and May 31, 2013 in accordance with section 94 of the *Community Charter*.

READ A FIRST TIME THIS DAY OF MAY, 2013

READ A SECOND TIME THIS DAY OF MAY, 2013

READ A THIRD TIME THIS DAY OF MAY, 2013

ADOPTED THIS DAY OF MAY, 2013

Mayor

Corporate Officer



VILLAGE OF HARRISON HOT SPRINGS BYLAW NO. 1002

A bylaw to establish the rules of procedure for
Council of the Village of Harrison Hot Springs

WHEREAS under Sections 124 (1) of the *Community Charter*, Council must by bylaw establish the general procedures to be followed by Council and Council Committees in conducting their business,

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

1. CITATION

This Bylaw may be cited for all purposes as "Village of Harrison Hot Springs Council Procedure Bylaw No. 1002, 2012" and comes into effect on the date of adoption.

2. DEFINITIONS

In this bylaw, unless the context otherwise requires:

"Acting Mayor" means a member of Council appointed by council to preside at any meeting of council in the absence of the mayor or member appointed as deputy mayor"

"Charter" means *Community Charter*;

"Commission" means a municipal commission established under s.143 of the *Community Charter*;

"Committee" means a select, standing, or other committee duly appointed by the Council, but does not include COW;

"COW" or "Committee of the Whole" means all of the members of the Council present at a meeting sitting in Committee;

"Councillor" means a Councillor of the Village of Harrison Hot Springs;

"Corporate Officer" means the Corporate Officer for the Village of Harrison Hot Springs appointed by Council or designate;

"Council" means the Municipal Council of the Village of Harrison Hot Springs;

"Deputy Mayor" means a member of Council who is nominated by Mayor and appointed by Council to act in the place of mayor when the Mayor is absent or otherwise unable to act or when the office of mayor is vacant pursuant to s. 130 of the *Community Charter*

"In Camera meeting" means a meeting closed to the public;

"Mayor" means the duly elected Mayor of the Village of Harrison Hot Springs;

"Member" means a member of the Municipal Council of the Village of Harrison Hot Springs and includes the Mayor;

"Meeting" shall include all meetings of Council whether regular or otherwise unless specifically stated;

"Motion" means a formal proposal made by a member of Council that the Council undertake or approve a specified course of action; and

"Municipal Hall" means Harrison Hot Springs Municipal Hall located at 495 Hot Springs Road, Harrison Hot Springs, British Columbia

"Public Notice Posting Place" means the front window at the entrance to the Village Office and public notice board within the Village of Harrison Hot Springs;

"Village" means the Village of Harrison Hot Springs;

"Village Web Site" means the information resource found at an internet address provided by the Village;

3. MEETINGS OF COUNCIL

- (a) Following the general local election, the first Council meeting shall be held on the first Monday in December in the year of the election.
- (b) After the inaugural meeting, regular meetings of Council shall be held on the first and third Mondays of each month, except for the months of July, August and September, when there shall only be one meeting per month and that meeting shall be on the second Monday of the month for those three months;
- (c) Where the regular meeting day of Council occurs on a statutory holiday, the regular meeting will take place on the day immediately following such holiday, or another date set by Council;
- (d) Regular Council meetings may:

- (i) be cancelled by the Mayor or Council, provided that two consecutive meetings are not cancelled; and
- (ii) be postponed to a different day, time, and place by the Mayor, provided the Corporate Officer is given at least two (2) days written notice.
- (e) Council meetings shall be held in the Village of Harrison Hot Springs Municipal Hall or the Memorial Hall unless, by resolution, some other locale is approved by Council.
- (f) Regular meetings of Council shall be held at 7:00 pm.
- (g) Regular meetings of Council must adjourn by 10:00 p.m. on the day scheduled for the meeting, unless Council resolves to proceed beyond that time;
- (h) By resolution of Council, if a member of Council cannot attend a Regular or Special Meeting of Council, the member may partake in all matters put before Council and be deemed to be in attendance at the meeting through the use of a telephone or any other such electronic device as approved by Council wherein they can freely partake in verbal discussion on any issue or item.

4. **AGENDA**

- (a) Prior to each regular meeting, the Corporate Officer shall prepare an agenda of all business to be brought before the Council at such meeting.
- (b) Pursuant to section 127 of the *Community Charter*, the Corporate Officer must give public notice of the time, place and date of a Council meeting by way of:
 - (i) posting a notice at the public notice posting place;
 - (ii) placing a notice on the Village's website; and
 - (iii) deliver a complete Council Agenda package to each member of Council at the place to which the Council member has directed notices and/or agendas to be sent.
- (c) The Mayor or presiding member may add correspondence, reports or other items to the agenda of a regular meeting of Council in that meeting providing Council concurs to the late items by resolution.
- (d) All documents intended to be considered by Council at a meeting must be delivered to the Corporate Officer not later than 12:00 noon on the Wednesday preceding the day of the meeting of the Council.

- (e) The Council shall proceed with business in the order set out in the agenda, unless the majority of the Council present otherwise directs.
- (f) Those items that are considered routine in nature and do not require debate such as, but not necessarily restricted to, adoption of bylaws and correspondence, will be included in the Consent Agenda.
 - (i) Any item that Council wishes to remove from the Consent Agenda, must approve the removal of the item by resolution.
- (g) Except as Council otherwise resolves and, in any event, only to the extent that business exists at a particular meeting under each of the following subject headings, the usual order of business at a Regular Meeting of Council shall be:
 - 1. Call to Order
 - 2. Introduction of Late Items
 - 3. Approval of Agenda
 - 4. Adoption of Council Minutes
 - 5. Business Arising from Minutes
 - 6. Consent Agenda
 - i. Bylaws
 - ii. Agreements
 - iii. Committee and Commission Minutes
 - iv. Correspondence
 - 7. Delegations
 - 8. Correspondence
 - 9. Business arising from Correspondence
 - 10. Reports of Committees, COW and Commissions
 - 11. Reports from Mayor
 - 12. Reports from Staff
 - 13. Bylaws
 - 14. Question Period
 - 15. Adjournment
- (h) When any order, motion, or question is lost, by reason of the Council or any Committee thereof breaking up for want of a quorum, the order, resolution, or question so lost shall be the first item of business to be proceeded with and disposed of at the next meeting of the Council or Committee under that particular heading.

5. OPENING PROCEDURES

- (a) The Mayor shall take the chair and call the members to order as soon after the hour of meeting when a quorum is present.

- (b) The Deputy Mayor shall take the chair and call the members to order in case the Mayor does not attend within 15 minutes after the time appointed for a meeting; or if the Deputy Mayor is absent, the Corporate Officer shall call the members to order and, if a quorum is present, the members shall appoint an Acting Mayor who shall preside during the meeting or until the arrival of the Mayor.
- (c) The Corporate Officer shall ensure minutes for the meeting are recorded should there be no quorum present within 15 minutes after the time appointed for the meeting, the name of the members present at the expiration of 15 minutes and the meeting shall stand adjourned until the next meeting.

6. **RULES OF CONDUCT AND DEBATE**

- (a) Every member shall address the chair before speaking to any question or motion.
- (b) Council members shall address the chair as "Mayor", "Your Worship", "Deputy Mayor" or "Acting Mayor" as the case may be and shall refer to each other by surname as "Councillor _____".
- (c) No member shall:
 - (i) speak disrespectfully of the reigning sovereign, a member of the Royal Family, the Governor General, or a Lieutenant Governor;
 - (ii) use offensive words in Council or against any member thereof;
 - (iii) speak beside the question in debate or reflect upon a vote of the Council, except for the purposes of moving that the vote be rescinded;
 - (iv) leave his seat or make any noise or disturbance while a vote is being taken and until the result is declared;
 - (v) interrupt a member who is speaking, except to raise a point of order;
 - (vi) disobey the rules of the Council or disobey the decision of the Mayor or presiding member on points of order or practice, or upon the interpretation of the Rules of Council by the Mayor or presiding member, except any member shall have the right of appeal against the Chair as provided for in the *Charter*.
- (d) If any member takes an action prohibited, the member shall be ordered by a majority vote of the Council or on the order of the Mayor or presiding member to leave his/her seat for that meeting, and in the case of his/her refusing to do so, may, on order of the Mayor or presiding member, be removed from the meeting by a Peace Officer.

- (e) However, if a member offending subsection 6(d) apologizes to the Council, the Council may, by majority vote, permit him to resume his seat.
- (f) No member may speak more than once to the same question without leave of the Council, except to explain a material part of his/her speech which may have been misconceived, and in doing so the member may not introduce new information.
- (g) A member who has made a substantive motion to the Council shall be allowed to reply, but not a member who has moved an amendment.
- (h) The Mayor or presiding member, or any member through the Mayor or presiding member, may call a point of order to a member who is speaking. When such action is taken, the Mayor or presiding member shall immediately suspend debate and the member in question shall refrain from speaking until the Mayor or presiding member determines the point of order.
- (i) After a question is finally put by the Mayor or presiding member, no member shall speak to the question nor shall any other motion be made until after the result of the vote has been declared.
- (j) The decision of the Mayor or presiding member, as to whether the question has been finally put, shall be conclusive, and when the Mayor or presiding member is putting a question, no member shall walk out of the Chamber.
- (k) A member of Council may, by right, require the motion under discussion be read for informational purposes at any period of the debate, but not so as to interrupt any member speaking.
- (l) No member shall speak to any motion or in reply for longer than five minutes, without leave of the Council except the mover of a motion shall be allowed to reply to the motion for up to three minutes and close the debate.
- (m) If the Mayor or presiding member desires to leave the chair for purposes of taking part in a debate or otherwise, he shall call upon the Deputy Mayor or, in the absence of the Deputy Mayor, another member of Council to take the chair until the Mayor or presiding member resumes the chair.
- (n) A Council member or former Council member must, unless specifically authorized otherwise by Council:

- (i) keep in confidence any record held in confidence by the Village, until the record is released to the public as lawfully authorized or required; and
- (ii) keep in confidence information considered in any part of an In Camera Council, COW or committee meeting, until the Council, COW or committee discusses the information at a meeting that is open to the public or releases the information to the public.

7. VOTING

- (a) All voting shall be by a show of hands, unless in the case of a Council meeting where a Council member or members are partaking by use of a telecommunications device, as approved by Council resolution, the voting on a motion shall be conducted by the Mayor or presiding member verbally asking each member, in turn, whether they are in favour of the motion and each Council member must respond verbally in the positive or negative.
- (b) Each member present, including the Mayor or presiding member, shall have one vote.
- (c) A motion on a bylaw or resolution, or any other question before Council, is decided by a majority of the Council members present at the meeting, including the Mayor.
- (d) A member may request that his/her vote be recorded on a question.
- (e) Upon the request of any member, when the question under consideration contains distinct propositions, the vote upon each proposition shall be taken separately.
- (f) Council shall not reconsider any motion more than once at the same meeting, except by unanimous consent of Council.
- (g) After a vote has been taken on a motion, except one of indefinite postponement of a subject, any member who voted on the prevailing side may, at the next regular Council meeting, move for reconsideration or a rescission thereof. Council shall not discuss the main motion until such time as the motion for reconsideration is passed in the affirmative.
- (h) Each Council member present at the time of a vote must vote on the matter.
- (i) If a Council member abstains from voting or does not indicate how they vote, the member is deemed to have voted in the affirmative.
- (j) If the vote of the members present at a Council meeting at the time of the vote is equal for and against a motion, the motion is defeated.

8. MOTIONS

- (a) Every motion other than a procedural motion shall be recorded by the recording secretary.
- (b) When a motion has been made and seconded, the Mayor or presiding member shall propose a question framed thereon to open debate.
- (c) When the debate is closed, the Mayor or presiding member shall immediately put the question to a vote.
- (d) After a motion has been stated or read, it is deemed to be in the possession of Council, but may be withdrawn by the mover and seconder of the motion by the majority of Council members present.
- (e) Whenever the Mayor or presiding member is of the opinion that a motion is contrary to the rules and privileges of Council, he shall apprise the members thereof without proposing the question, and shall cite without argument or comment, the rule or authority applicable to the case.
- (f) When a question is under consideration, no motion shall be received, except for the following;
 - (i) to refer to a Committee;
 - (ii) to amend;
 - (iii) to postpone (defer) to a certain time;
 - (iv) to lay on the table;
 - (v) to postpone indefinitely;
 - (vi) to move the previous motion; and
 - (vii) to adjourn.
- (g) The motions listed in Section 8(f) shall have precedence in the order in which they are named, and the last four shall be neither amendable nor debatable.
- (h) A motion for reference in Section 8 (f)(i) shall, until it is decided, preclude all the amendments of the main question.
- (i) A motion to adjourn the debate is always in order and need not be in writing, and shall be decided without debate. No second motion to the same effect shall be made until some intermediate proceedings have occurred.

9. AMENDMENTS TO MOTIONS

- (a) A member may move that a motion be amended in one of the following ways:

- (i) by leaving out certain words;
 - (ii) by leaving out certain words and inserting or adding others;
 - (iii) by inserting or adding certain words; or
 - (iv) by substitution.
- (b) The Mayor or presiding member shall not permit an amendment which negates the purpose of the main motion.
- (c) When a member moves to amend a motion, the Mayor or presiding member shall state the original motion followed by the amendment and then shall put the question of the amendment to the Council.
- (d) If the motion is defeated, the Mayor or presiding member shall again propose the main question and debate may continue.
- (e) Members, other than the member who moved the defeated amendment, may submit amendments.
- (f) If the amendment is passed, then the debate continues on the amended motion. It shall be competent for a member to move other amendments subject to the limitations set forth in the following sections.
- (g) The Mayor or presiding member shall allow only one amendment to an amendment.
- (h) Once Council defeats an amendment, it cannot be moved a second time.
- (i) The Mayor or presiding member shall put amendments to Council in the reverse order to that in which they are moved. When there is a main motion, a primary amendment and a secondary amendment thereto, the motion and appendages shall be put to the Council in the following order:
 - (i) The secondary amendment.
 - (ii) The primary amendment to the main motion.
 - (ii) The main motion.

10. **BYLAWS**

- (a) The Corporate Officer shall have every proposed bylaw prepared before it is considered by Council and every member shall be given a copy at least 24 hours prior to the meeting of Council, or all Council members unanimously agree to waive this requirement.
- (b) Subject to section 135(3) of the *Community Charter*, three readings may be given on the same day, however, section 890(9) of the *Local Government Act* provides that Council may adopt an official community

plan or zoning bylaw at the same meeting at which the plan or bylaw passed third reading.

- (c) The Corporate Officer shall endorse upon every Bylaw, the date of the readings, the effective date and the date of adoption.
- (d) Only the title and the intended object of the Bylaw shall be read by the Mayor, presiding member or Corporate Officer at first reading of the Bylaw.
- (e) The Mayor or presiding member shall not allow any amendments or debate at first reading of a Bylaw.
- (f) If a motion to introduce a Bylaw fails or is not made and seconded, the Bylaw shall be considered defeated and shall be removed from the agenda and shall not be brought forward as unfinished business on a subsequent agenda.
- (g) Where the *Charter* or *Local Government Act* requires that a Public Hearing be held, it shall be held after first reading and before third reading of the Bylaw.
- (h) A Bylaw is not valid unless it has been given three readings and has then been adopted by the Council, pursuant to the *Community Charter*.
- (i) Nothing in this section shall require the Council to introduce a Bylaw or give it any reading or readings.
- (j) Second reading of the Bylaw shall consist of debate upon the general principles of the Bylaw.
- (k) Every Bylaw other than an Official Community Plan or Zoning Bylaw, shall be adopted not less than one clear day after it has received third reading, upon the motion "That the Bylaw cited as "_____" be adopted" provided, however, that if the Bylaw must be approved pursuant to the *Community Charter* or any other *Act*.
- (m) Upon reconsideration, the bylaw may be approved or rejected.
- (n) A Council member may request that the whole or any part of the Bylaw shall again be read before the motion for reconsideration and adoption is put.
- (o) Every adopted and signed bylaw shall be kept indefinitely by the Corporate Officer among the corporate records of the municipality.

11. PETITIONS AND DELEGATIONS

- (a) No person or group of persons wishing to appear before Council may do so unless the Corporate Officer has first been provided a written application prior to 12:00 noon on the Wednesday before the meeting to be included on the agenda and attendance is approved by the Mayor.
- (b) A delegation shall appoint a speaker or, upon a vote of the majority of Council members present at a meeting, more than one speaker.
- (c) The Mayor or presiding member shall allow up to 10 minutes for the presentation with a ten-minute question and answer period following.
- (d) The Council may dispose of the petition or submission at the meeting, refer the subject matter to a Committee, or take such other action as it deems expedient.
- (e)
 - (i) A petition presented to Council shall legibly include the subject matter, date of the petition, the name and signature of each petitioner and mailing address.
 - (ii) In the case of a corporation, it is required that the signature on a petition include written authority signed by a Director of the corporation under the corporate seal.
- (f) Council reserves its authority in whole or in part to not deliberate on any matters presented at a delegation until the subsequent meeting.

12. MINUTES OF MEETINGS

- (a) Minutes of Council, Committee and Commission meetings must be taken, including the provision to certify the minutes;
- (b) Minutes may be recorded with a recording device at the convenience of the recording secretary and will be erased at the recording secretary's discretion once minutes have been adopted;
- (c) The minutes of Council, Committee and Commission meetings, once adopted, are the official record of those meetings;
- (d) Audio recordings are not official records of meetings but are available to the public for a fee approved by Council.

13. **SPECIAL MEETINGS OF COUNCIL**

Except as Council otherwise resolves and, in any event, only to the extent that business exists at a particular meeting under each of the following subject headings, the usual order of business at a Special Council meeting shall be:

1. Call to Order
2. Introduction of Late Items
3. Approval of Agenda
4. Delegations
5. Reports from Staff
6. Bylaws
7. Question Period
8. Adjournment

- (a) Except where notice of a special meeting is waived by unanimous vote of all Council members under Section 127 (4) of the *Community Charter*, at least twenty-four hours before a special meeting of Council, the Corporate Officer must:
 - (i) give advance notice of the time, place and date of the meeting by way of a notice posted at the public notice posting places in the Village of Harrison Hot Springs; and
 - (ii) give notice of the special meeting in accordance with Section 127 (2) of the *Community Charter*.

14. **PUBLIC HEARINGS AND PUBLIC INFORMATION MEETINGS**

(a) **Public Hearings**

- (i) The Corporate Officer must give public notice of a Public Hearing in accordance with s. 892 of the *Local Government Act*;
- (ii) Conduct of a Public Hearing will be at the call of the Chair;
- (iii) Oral submissions at the Public Hearing may be limited by the Chair to 7 minutes for each speaker; and may be allowed further opportunity to speak a second or third time once all persons have had opportunity to speak.
- (iv) A written report of a Public Hearing containing a summary of the representations made at the hearing must be prepared and maintained as a public record;

- (v) The Public Hearing may be recorded with a recording device at the convenience of the recording secretary and will be erased at the recording secretary's discretion once the record is adopted;
- (vi) The written report of a Public Hearing, once adopted, is the official record of that hearing.

(b) Public Information Meetings

- (i) At least 24 hours before a Public Information Meeting, the Corporate Officer shall give public notice of the time, place and date of the meeting by way of posting a notice at the public notice posting place; and
- (ii) By placing a notice on the Village's website.

15. ATTENDANCE OF PUBLIC AT MEETINGS

- (a) Subject to Sections 89 and 90 of the *Community Charter*, all Council meetings must be open to the public.
- (b) Before a meeting or part of a meeting is to be closed (In Camera) to the public, Council must state by resolution, the fact that the meeting is to be closed (In Camera) and the basis under Section 90 of the *Community Charter* on which the meeting is to be closed.
- (c) This section applies to meetings of bodies referred to in Section 93 of the *Community Charter* including, without limitation:
 - (i) Standing or select committees;
 - (ii) Commissions;
 - (iii) Committee of the Whole.

16. COMMITTEE OF THE WHOLE

Except as Council otherwise resolves and, in any event, only to the extent that business exists at a particular meeting under each of the following subject headings, the usual order of business at a Committee of the Whole shall be:

- 1. Call to Order
- 2. Introduction of Late Items
- 3. Approval of Agenda
- 4. Items for Discussion
- 5. Adjournment

- (a) A quorum of the Council is quorum for the Committee of the Whole.
- (b) A meeting of the Committee of the Whole may be called at any time by the Mayor.
- (c) At least twenty-four hours before a meeting of the Committee of the Whole, the Corporate Officer or designate must give public notice of the time, place and date of the meeting by way of posting an agenda at the public notice posting places;
- (d) During a Regular Council meeting, Council may, by resolution, resolve itself into the Committee of the Whole to consider specific matters.
- (e) The Mayor shall preside at the Committee of the Whole, unless the Council appoints another member of Council to preside.
- (f) The rules of the Council shall be observed in the Committee of the Whole so far as may be applicable, except that;
 - (i) the number of speeches by a member to any question shall not be limited;
 - (iv) no member shall speak for a longer total time of five minutes to a question; and
 - (iii) a seconder to a motion is not required.
- (g) A record will be recorded of how members voted.
- (h) A motion in the Committee of the Whole to rise without reporting, or that the Chair of the Committee leave the chair, is always in order and shall take precedence over any other motion.
- (i) Debate on a motion referred to in Section 14(f)(i) shall be allowed, but no member shall speak more than once to the motion and, on further vote, shall be considered disposed of in the negative, and the Chair of the Committee of the Whole shall resume the Chair and proceed with the next order of business.
- (j) When all matters referred to the Committee of the Whole have been considered, a motion to rise and report shall be adopted. The Committee, when it has partly considered a matter, may report progress and ask leave to sit again. In resumption of regular Council business, the Chair of the Committee of the Whole shall report to the Council and the Council may:
 - (i) adopt the report;

- (ii) reject the report;
 - (iii) adopt the report with amendments;
 - (iv) refer the subject matter for further consideration, either in part or in whole;
 - (v) postpone action on the report; or
 - (vi) approve the request of the Committee to sit again, the Committee having reported progress after partial consideration of the subject.
- (k) A resolution at a Regular meeting of Council to adopt minutes of a Committee of the Whole meeting shall constitute ratification of all motions therein. Issues are finalized and authorized once the Council has passed the resolution to adopt.

17. **STANDING AND SELECT COMMITTEES AND COMMISSIONS**

The usual order of business at a Standing, Select Committee and Commission of Council shall be:

1. Call to Order
2. Introduction of Late Items
3. Approval of Agenda
4. Adoption of Minutes
5. Items for Discussion
6. Adjournment

(a) Standing Committees

- (i) The Mayor must establish standing committees for matters the mayor considers would be better dealt with by committee and must appoint persons to those committees;
- (ii) At least half of the members of a standing committee must be council members;
- (iii) Subject to 15(a)(i), persons who are not council members may be appointed to a standing committee.
- (iv) The Mayor shall designate one member of each committee to act as Chair and the Chair will be entitled to one vote.
- (v) The Mayor shall be an ex-officio member of all Committees and be entitled to vote at all meetings thereof.

- (vi) Members of Council, other than members appointed to a Standing Committee, may attend the meetings of a Standing Committee and shall not be allowed to vote, but may, with the consent of the Committee, be allowed to take part in any discussion or debate by permission of a majority vote of the members of the Committee.
- (vii) A majority of voting members appointed to a Standing Committee shall constitute a quorum.
- (viii) Standing Committees must consider, inquire into, report, and make recommendations to Council about all of the following matters:
 - (a) matters that are related to the general subject indicated by the name of the committee;
 - (b) matters that are assigned by Council;
 - (c) matters that are assigned by the Mayor;
 - (d) as required by Council or the Mayor, or at the next Council meeting, if possible, if the Council or Mayor does not specify a time.

(b) Select Committees

- (i) Council may establish and appoint a select committee to consider or inquire into any matter and to report its findings and opinion to the Council.
- (ii) At least one member of a select committee must be a council member;
- (iii) Subject to 15(b)(i), persons who are not council members may be appointed to a select committee.
- (iv) The Mayor shall designate one member of each committee to act as Chair and the Chair will be entitled to one vote.
- (v) The Mayor shall be an ex-officio member of all Committees and be entitled to vote at all meetings thereof.
- (vi) A Select Committee shall, upon completion of its assignment and upon submission of its final report to the Council, be automatically dissolved.

- (vii) A majority of voting members appointed to a Select Committee shall constitute a quorum.
- (viii) Select Committees must consider, inquire into, report and make recommendations to Council about the matters referred to the committee by the Council;
- (ix) Select Committees must report and make recommendations to Council at the next Council meeting, if possible, unless Council specifies a different date and time.

(c) Commissions

- (i) Council may establish and appoint a commission to do one or more of the following:
- (ii) A council member is not eligible to be a member of an advisory planning commission, but may attend at a meeting of the commission in a resource capacity.
- (iii) A council member is eligible to be a member of any other commission;
- (iv) A majority of voting members appointed to a Commission shall constitute a quorum.
- (v) Commissions must consider, inquire into, report and make recommendations to Council about all of the following matters:
 - (a) matters that are related to the general subject indicated by the name of the commission;
 - (b) on matters that are assigned by Council or the Mayor;
 - (i) as required by Council or the Mayor, or
 - (ii) at the next Council meeting, if possible, if the Council or Mayor does not specify a time.
- (d) At least twenty-four hours before a meeting of Standing and Select Committees or Commissions, the Corporate Officer or designate must give public notice of the time, place and date of the meeting by way of posting a notice at the public notice posting places;

- (e) In the transaction of business, all Standing and Select Committees and Commissions shall adhere, as far as possible, to the rules governing proceedings at the meetings of Council.
- (f) A resolution at a Regular meeting of Council to adopt minutes of standing, select committees and commissions shall constitute ratification of all motions therein. Issues are finalized and authorized once Council has passed the resolution to adopt.

18. INCOMING CORRESPONDENCE

All correspondence addressed to the Mayor and Council, to any one of them individually, or to Village personnel, whether or not marked as personal or confidential, will be received and processed by the Corporate Officer, and may be subject to disclosure in accordance with the Freedom of Information and Protection of Privacy Act.

19. REPORTS

- (a) Reports of activities, as required by Council, shall be submitted through the Chief Administrative Officer for inclusion on the next Regular Council agenda for the following areas:
 - (i) Planning, Development and Building
 - (ii) Fire Department
 - (iii) Public Works
 - (iv) Finance
 - (ii) Bylaw Enforcement

20. UNPROVIDED CASES

Except as provided in this Bylaw or in the *Community Charter*, the Council, its Standing and Select Committees, Commissions and Committee of the Whole, shall follow the rules contained in the Roberts Rules of Order.

21. SUSPENSION OF RULES

- (a) Any one or more rules and orders contained in this Bylaw may be temporarily suspended by a majority vote of the whole of Council, except those contained in Section 6 (d), Section 10 (a), (b), and (c), and Section 15 (c)
- (b) No action of Council is rendered invalid solely by reason of any breach, inadvertent or otherwise, of any provisions of this Bylaw.

22. SEVERANCE CLAUSE

If any section, subsection, sentence, clause or phrase of this bylaw is, for any reason, held to be invalid by the decision of any Court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Bylaw.

23. CONFLICT OF INTEREST

- (a) Should a member of Council or its committees deem to have a direct or indirect pecuniary interest in any matter before a meeting, he shall verbally declare such a conflict, state the general nature that this is to be the case, and remove himself from the meeting.
- (b) A member of Council or its committees declaring a conflict of interest must not attempt in any way, whether before, during, or after the meeting, to influence the voting on any question in respect of the matter. After such declaration, the Corporate Officer or designate must have recorded in the minutes, the declaration of the conflict, the reasons given for it and the times of the member's departure from and return to the meeting.
- (c) The Mayor/Chair or presiding member of the Council or its committee meetings must ensure that the member is not present at the meeting at the time of any vote in respect of the matter.
- (d) A member of Council may be disqualified from continuing to hold office pursuant to the *Community Charter* if he is in contravention of this section unless the contravention was done inadvertently or because of an error in judgment made in good faith.

24. GENDER NEUTRAL

- (a) This bylaw is gender neutral and accordingly, any reference or phrase to one gender includes the other.
- (b) Words in the singular include the plural and words in the plural include the singular.

25. REPEAL

Bylaw 997, 2011 cited as "Village of Harrison Hot Springs Council Procedure Bylaw No. 997, 2011" is hereby repealed in its entirety.

26. THIS BYLAW may not be amended or repealed and substituted unless Council first gives notice in accordance with section 94 of the *Community Charter*.

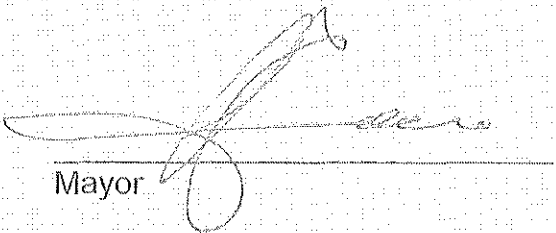
In Compliance with section 124(3) of the *Community Charter*, public notice was given July 27, 2012 and August 3, 2012 in accordance with section 94 of the *Community Charter*.

READ A FIRST TIME THIS 13th DAY OF AUGUST, 2012

READ A SECOND TIME THIS 13th DAY OF AUGUST, 2012

READ A THIRD TIME THIS 13th DAY OF AUGUST, 2012

ADOPTED THIS 10th DAY OF SEPTEMBER, 2012



Mayor

Corporate Officer



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council
FROM: Andre Isakov
Manager of Planning and Community Services

DATE: May 29, 2013
FILE: 3360-20-22/6520-20-11

SUBJECT: Official Community Plan Amendment Bylaw No. 1035, 2013
Zoning Bylaw Amendment Bylaw No. 1036, 2013
District Lot 5031, Group 1, New Westminster Land District, PID 002-410-257

ISSUE:

Staff are seeking Council direction on the Official Community Plan Amendment Bylaw No. 1035, 2013 and Zoning Bylaw Amendment Bylaw No. 1036, 2013.

BACKGROUND:

The Village of Harrison Hot Springs has received an application for an Official Community Plan (OCP) text amendment and rezoning for a property located on the west side parallel Rockwell drive – the site of the current Harrison Marina. Please refer to the maps attached to Bylaws for detailed information on the property location.

The proposal seeks to amend the OCP and rezone the property in question in order to facilitate a comprehensive development that could include a marina with up to 15 floating homes; two condominium buildings with 51 multi-family units, 892 m² of commercial/office space, 233 m² of restaurant space, and 232 m² of communal amenity space.

The property in question is located within the Lakeshore Special Planning Area as outlined in Section 4 of the OCP (page 26). Lakeshore Special Planning Area has several outlined future use designations, one of which is the Lakeshore Marine Tourist Commercial. The OCP Amendment Bylaw No. 1035 proposes text amendments to the policies outlined within the Lakeshore Marine Tourist Commercial designation. The primary focus of these text amendments is to explicitly facilitate residential development while preserving the marine-oriented tourism as well as public use components within the Lakeshore Marine Tourist Commercial designation.

The property in questions is within the Geotechnical Hazard Development Permit Area as outlined within Section 9 of the OCP. As such, the property will be required to have a site specific Geotechnical Report provided by a certified geotechnical engineer at a later subdivision or building permit stages.

The Zoning Bylaw Amendment Bylaw No. 1036 proposes to rezone the property in question from Marine Commercial C-6 to Comprehensive Development Zone 4 – CD-4. The rezoning would facilitate for a multifaceted mixed-use development. The development is envisioned to

have two components. First, includes two mixed-use buildings connected by a restaurant in the middle (described as Lot A on the Comprehensive Development Plan). One of the buildings would be about 6.5 stories in height and would feature a single level of commercial space, the other building would not feature the commercial space and would thus be 5.5 stories in height. This entire complex is proposed to feature an at grade parkade, with additional parking spaces available outside of the buildings. Second component features additional upgraded marina space to facilitate boat moorage and up to 15 floating homes (Lot B). In the proposal the marina is design to facilitate an access channel for the Village owned waterlot which currently accommodates the Harrison Yacht Club.

A public boardwalk is proposed to connect the development to the Village centre. All permitted uses within the CD-4 zone will need to be connected to the Village community water system and sanitary sewer system.

The development proponent is offering a community amenities package as part of the rezoning proposal. Additionally, the development is projected to contribute about \$837,000 in Development Cost Charges.

Attachments:

1. Official Community Plan Amendment Bylaw No. 1035;
2. Zoning Bylaw Amendment Bylaw No. 1036;
3. 11x17 print of Schedule 1 of Bylaw No. 1036;
4. Letter from Warren Moser regarding the Development Agreement;
5. Sustainable Harrison Strategic Question Assessment.

The following options are provided for Council's consideration:

Option 1.

THAT the Official Community Plan Amendment Bylaw No. 1035, 2013 be read a first time;

AND THAT the Zoning Bylaw Amendment Bylaw No. 1036, 2013 be read a first time;

AND FURTHER THAT Official Community Plan Amendment Bylaw No. 1035, 2013 and Zoning Bylaw Amendment Bylaw No. 1036, 2013 be referred to:

- a) the Village Engineer;
- b) the Fire Chief;
- c) the Advisory Planning Commission;
- d) the Ministry of Transportation and Infrastructure;
- e) the School District; and
- f) the Fraser Valley Regional District,

for comment pursuant to the consultation requirements of Section 879 of the Local Government Act prior to the bylaws being considered for second reading.

Option 2.

Request staff to revise the Official Community Plan Amendment Bylaw No. 1035, 2013 and Zoning Bylaw Amendment Bylaw No. 1036, 2013.

Option 3.

Decide not to proceed further with the Official Community Plan Amendment Bylaw No. 1035, 2013 and Zoning Bylaw Amendment Bylaw No. 1036, 2013.

RECOMMENDATION:

THAT Official Community Plan Amendment Bylaw No. 1035, 2013 be read a first time; and

THAT Zoning Bylaw Amendment Bylaw No. 1036, 2013 be read a first time; and

FURTHER THAT Official Community Plan Amendment Bylaw No. 1035, 2013 and Zoning Bylaw Amendment Bylaw No. 1036, 2013 be referred to:

- a) the Village Engineer;
- b) the Fire Chief;
- c) the Advisory Planning Commission;
- d) the Ministry of Transportation and Infrastructure;
- e) the School District; and
- f) the Fraser Valley Regional District,

for comment pursuant to the consultation requirements of Section 879 of the Local Government Act prior to the bylaws being considered for second reading.

**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

**A bylaw to amend Village of Harrison Hot Springs
Official Community Plan Bylaw 864, 2007**

WHEREAS the Mayor and Council has deemed it advisable to amend the Village of Harrison Hot Springs Official Community Plan Bylaw No. 864, the Official Community Plan Bylaw for the Village of Harrison Hot Springs, as adopted May 7, 2007;

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 Official Community Plan Amendment Bylaw No. 1035, 2013".

II. TEXT AMENDMENT

- A. That Table 1: Future Land Use Designation of the Village of Harrison Hot Springs Official Community Plan No. 864 (page 25), be amended with a replacement of the Lakeshore Marine Tourist Commercial section as follows:

TABLE 1: FUTURE LAND USE DESIGNATIONS

Purpose	Rationale	Future Land Use Permitted
Lakeshore Marine Tourist Commercial To develop an area of marine-oriented tourism with residential as well as public use components and pedestrian connections to Esplanade Avenue.	This area is the main focus of boating and moorage activities for the village. It has the potential for a mixture of residential, public, recreation and marine tourism uses on lakeshore lands adjacent to Rockwell Drive.	Marinas, restaurants, related retail services and other uses permitted in the C-6 and P-1 zones and as prescribed within the Zoning Bylaw, with provisions for small hotel or residential development.

- B. That Section 4.2.4 Lakeshore Marine Tourist Commercial Area of the Village of Harrison Hot Springs Official Community Plan No. 864 (page 32), be amended with a replacement section as follows:

4.3.4 Lakeshore Marine Tourist Commercial Area

Within this area, a range of marine-oriented tourism uses such as marinas, restaurants, retail services, small hotels or residential developments are permitted. This development provides for 'marina accommodation' that caters to the boating tourist, boating residential tourist, and recreational development. Hotels or residential developments integrated with marina operations may be considered. Public community space and a public community facility are to be encouraged within this area.

The Lakeshore Marine Tourist Commercial area is located within Development Permit Area Number 1. In addition to consideration of the Development Permit guidelines set out in 4.4, special attention in Development Permits for this area will be applied to pedestrian accessibility to the lakefront area and connection to the pedestrian promenade along the remainder of the lakefront as described in Section 4.3.1 above.

Developments within this area are required to consult, and obtain all applicable approvals, with appropriate Provincial and Federal Government Agencies.

Re-designation Criteria

Proposals for redesignation of the Lakeshore Marine Tourist Commercial area to Waterfront Commercial by application for Plan amendment will be considered by Council on the basis of the following:

- a) A study by a qualified geotechnical engineer confirms acceptability of the proposed commercial development within the area proposed for re-designation with regard to natural hazards;
- b) A study by a qualified traffic engineer confirms suitability of the site for the proposed estimated traffic volumes and parking requirements and provides a conceptual design with regard to safe access and egress from Highway 9;
- c) The Ministry of Highways endorses in principle the proposed re-designation with regard to effects on Highway 9;
- d) A study by a qualified professional biologist confirms that the proposed commercial development will have no significant adverse impact on fish habitat and such uses are acceptable in principle to the Department of Fisheries and Oceans and the B.C. Ministry of Environment;
- e) Conceptual design of proposed development outlining building siting, form and character and landscaping and the manner in which the development will be consistent with the objectives of the Lakeshore Development Permit Area 1;

- f) A study by a qualified engineer assessing the implications of re-designation for upgrading sewer and water services to serve the proposed commercial land uses;
- g) Proponents of the re-designation consult with property owners in the Waterfront Commercial Area and with the District of Kent and provide a report to Council on the views of those consulted; and
- h) Consideration of submissions to a public hearing on the proposed amendment of the Official Community Plan.

IV. READINGS AND ADOPTION

READ A FIRST TIME THIS DAY OF , 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

**VILLAGE OF HARRISON HOT SPRINGS
BYLAW NO. 1036**

**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. 1036, 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). (9) Comprehensive Development Zone 4 – CD-4"; and
- B. Inserting the above sub-section within the Table of Contents.

"VI. 4). (9) COMPREHENSIVE DEVELOPMENT ZONE 4 – CD-4

.1) Intent

This zone is intended to provide for a marine-oriented development. The development is to feature space for marina boat moorage, multi-unit dwellings, restaurants, recreational and public amenities, and related retail services on the property legally described as District Lot 5031, Group 1, New Westminster Land District, PID 002-410-257, containing about 7,568 m2 of land area (upland), and Block A of District Lot 7211, Group 1, New Westminster Land District, containing about 4.3 hectares of waterlot (waterlot lease 232640).

.2) Permitted Uses

The following uses and no others are permitted in the CD-4 zone:

Principal Uses

- .1 Marina;
- .2 Multi-family dwellings;
- .3 Public community facility.

Accessory Uses

- .1 Offices (maximum 900 m² in combination with retail stores);
- .2 Restaurants and Retail space (maximum 1000 m²);
- .3 Home Occupations;
- .4 Parking areas and Parking garage;
- .5 Marina fuel sales and services (maximum 1);
- .6 Indoor recreation facilities;
- .7 Outdoor recreation facilities;
- .8 Entertainment facilities;
- .9 Floating homes (maximum 15 units).

.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 225 m²;
 - (d) Provide private amenity areas of no less than 10 m² for each dwelling unit.

.4) Regulations

On a *parcel* zoned CD-4, 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 Size</i>	2200 m ²
Minimum <i>Setback</i> <ul style="list-style-type: none"> • <i>front parcel line</i> • <i>interior parcel line</i> • <i>exterior parcel line</i> • <i>rear parcel line</i> 	3 metres 1.2 metres 3 metres 2.5 metres
Maximum <i>Residential Density</i>	100 units per hectare
Accessory <i>Building and Structures</i> Minimum <i>Setback</i> <ul style="list-style-type: none"> • <i>front parcel line</i> • <i>side parcel line</i> • <i>rear parcel line</i> 	3 metres 3 metres 2 metres
Maximum <i>Lot Coverage</i>	50%
Maximum <i>Building Height</i>	7 storeys or 30 metres, whichever is lesser
<i>Parking and Loading</i>	1.5 spaces per multi-family unit 1 space per floating home 1 space per 30 m ² of office/retail space 1 space per 16 m ² of restaurant space 1 space per 3 berths in the marina

4 Community Amenities

On a parcel zoned CD-4, no building or structure shall be constructed until the following community amenity has been provided to the Village:

1. the offered \$375,000.00 community amenity contribution as outlined within the Development Agreement;
2. the offered easement on Block A of District Lot 7211, Group 1, New Westminster Land District waterlot to facilitate access and moorage for Block D of District Lot 5784 and 7211, Group 1, New Westminster District waterlot as outlined within the Development Agreement.

5 Comprehensive Development Plan

On a parcel zoned CD-4, 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 property legally described as District Lot 5031, Group 1, New Westminster Land District, PID 002-410-257 (upland) and Block A of District Lot 7211, Group 1, New Westminster Land District (waterlot lease 232640), and as outlined in heavy black outline and cross-hatched on Schedule 2 of this Bylaw, from the **Marine Commercial (C-6)** to **Comprehensive Development Zone 4 (CD-4)**.
- 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 _____ DAY OF _____, 2013.

A PUBLIC HEARING WAS HELD ON THE _____ DAY OF _____, 2013.

READ A SECOND TIME THIS _____ DAY OF _____, 2013.

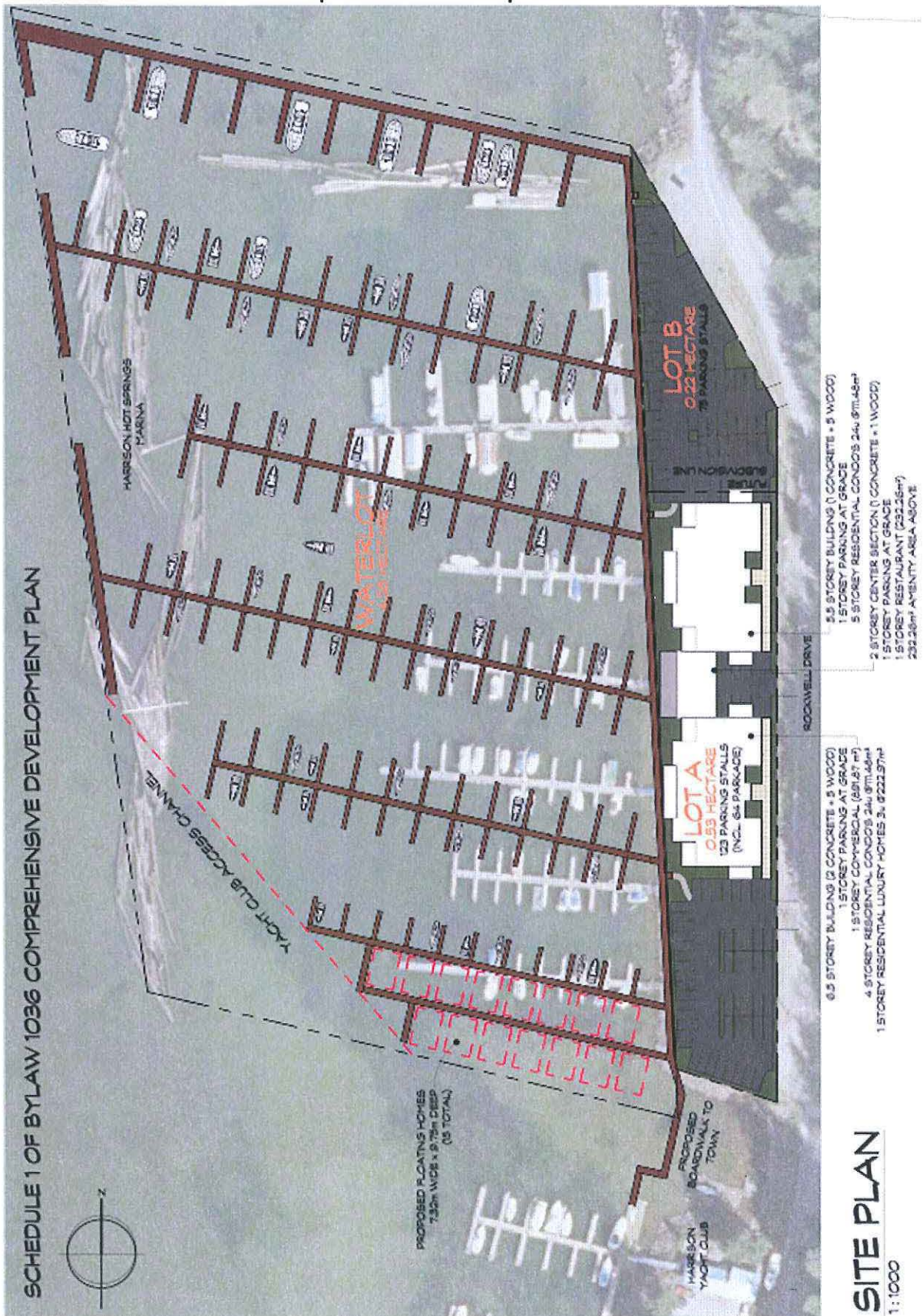
READ A THIRD TIME THIS _____ DAY OF _____, 2013.

ADOPTED THIS _____ DAY OF _____, 2013.

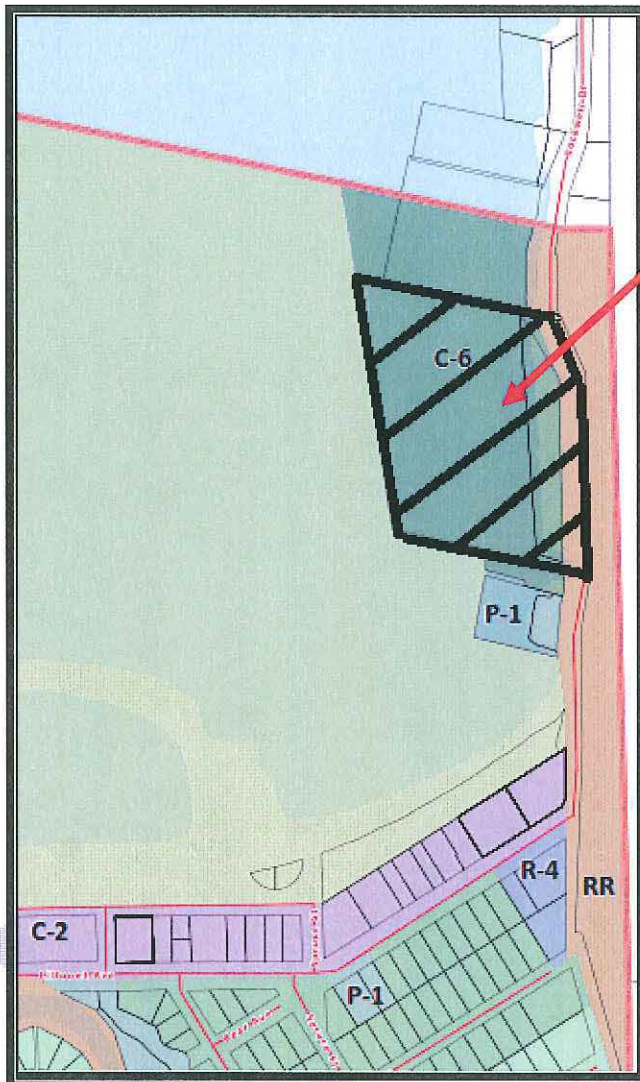
Mayor

Corporate Officer

Schedule 1 of Bylaw 1036
Comprehensive Development Plan



Schedule 2 of Bylaw 1036



Marine Commercial (C-6) to
Comprehensive Development
Zone 4 (CD-4)

May 28, 2013

Village of Harrison Hot Springs
Att, Andre Isakov
Via email aisakov@harrisonhotsprings.ca

Reference; Development agreement/ no build covenant relating to 102 Rockwell Drive, Harrison Hot Springs, British Columbia.

Dear Andre,

This note confirms we have instructed our legal counsel to prepare the development agreement and no-build covenant outlining the cash contribution of \$375,000.00 relating to our request to rezone our property at 102 Rockwell Drive, Harrison Hot Springs, British Columbia to CD-4.

Please accept this note as our approval of the contribution and request to proceed to first reading with the understanding the agreement and covenant will be completed and submitted to yourself two weeks prior to the public hearing and second reading.

Thanks for your time and assistance on our application.

Harrison Hot Springs Marina Ltd.
Per; Warren Moser



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, liveable and mixed-use development is promoted and supported.

Buildings and Sites

8th 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:

Energy, Waste and Water Systems

9th Statement

Harrison's water source is protected as the community's water source through the careful management of access, activities, and other potential impacts.

(STRATEGY AREAS)

Select DOS Statement

n/a

Select DOS Statement





n/a

Are there potential mitigations for these apparent conflicts?

☒ Yes ☐ No

CD-4 Zoning is proposed to increase the density and to minimize the impact on the environment and to minimize the ecological footprint. Careful management of water runoff is required. Some shoreline restoration of natural habitat may be required.

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
-  To reduce, and eventually eliminate Harrison's contribution to the systematic increase in the build up of **substances produced by society**. Examples
-  To reduce, and eventually eliminate Harrison's contribution to the systematic degradation of natural systems by physical means. Examples
-  To reduce, and eventually eliminate Harrison's contribution to systematically

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

This project incorporates substantial social and economic benefits to the community. This high density mix-use development will provide tourism attraction in a form of a board walk connection to town. Moreover, the proposal is a highly compact infill development. These benefits must be weight in the context of potential environmental impact.

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 /savingswhat is the approximate simple pay-back period on the invested capital?		n/a
Are their 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:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	