

# VILLAGE OF HARRISON HOT SPRINGS NOTICE OF MEETING AND AGENDA

## REGULAR COUNCIL MEETING

**Date:** Monday, February 20, 2012  
**Time:** 7:00 p.m.  
**Location:** Council Chambers, 495 Hot Springs Road  
 Harrison Hot Springs, British Columbia

<b>1. CALL TO ORDER</b>		
	(a)	Meeting called to order by Mayor Facio
<b>2. INTRODUCTION OF LATE ITEMS</b>		
<b>3. APPROVAL OF AGENDA</b>		
<b>4. ADOPTION OF COUNCIL MINUTES</b>		
<input type="checkbox"/> Regular Council Meeting Minutes of February 6, 2012		THAT the minutes of the Regular Council meeting of February 6, 2012 be adopted.
Item 4.1 Page 1		
<b>5. BUSINESS ARISING FROM THE MINUTES</b>		
<b>6. CONSENT AGENDA</b>		
<b>i. Bylaw</b>		<input type="checkbox"/> Bylaw No 998 – Business Licensing and Regulation Bylaw  Recommendation:  THAT Business Licensing and Regulation Bylaw No. 998, 2011 be adopted.
Item 6.i Page 11		
<b>ii. Agreements</b>		
Item 6.ii		
<b>iii. Committee/ Commission Minutes</b>		
Item 6.iii		
<b>iv. Correspondence</b>		
Item 6 iv		



<b>7. DELEGATIONS AND PETITIONS</b>		
<input type="checkbox"/> Fraser Valley Regional Library	Fraser Valley Regional Library	Item 7.1 Page 13
<input type="checkbox"/> BC Transit	BC Transit	Item 7.2 Page 15
<input type="checkbox"/> Fraser Valley Regional District – air quality	Fraser Valley Regional District – Air Quality	Item 7.3 Page 17
<b>8. CORRESPONDENCE</b>		
		Item 8.1
<b>9. BUSINESS ARISING FROM CORRESPONDENCE</b>		
<b>10. REPORTS OF COMMITTEES, COMMITTEE OF THE WHOLE AND COMMISSIONS</b>		
		Item 10.1
<b>11. REPORTS FROM MAYOR</b>		
L. Facio – verbal		
<b>12. REPORTS FROM STAFF</b>		
<input type="checkbox"/> Regional Park in the East Sector Lands	<p><b>Report of Community and Economic Development Officer – February 11, 2012</b>                      Re: Regional Parks in the East Sector Lands</p> <p>Recommendation:</p> <p>THAT Council authorize staff to engage the Fraser Valley Regional District in jointly developing a proposal for a regional park within the East Sector Lands.</p>	Item 12.1 Page 19
<input type="checkbox"/> Water Lot Sublease and Building Lease and Licence Block D & Block A of District Lot 5784 and 7211, Group 1, New Westminster District	<p><b>Report of Deputy Chief Administrative Officer/ Corporate Officer – February 13, 2012</b>                      Re: Water Lot Sublease and Building Lease and Licence Block D &amp; Block A of District Lot 5784 and 7211, Group 1, New Westminster District</p> <p>Recommendation:</p> <p>THAT Council approve and enter into a Building Lease and Licence Agreement with the Harrison Yacht Club commencing March 1, 2012 and expiring on May 2, 2027; and</p> <p>THAT Council approve and enter into a Water Lot Sublease with the</p>	Item 12.2 Page 25



<p><input type="checkbox"/> Policy 2.4 – Travel and Expense</p>          <p><input type="checkbox"/> Council Remuneration and Expense Allowance Policy</p>	<p>Harrison Yacht Club commencing March 1, 2012 and expiring on May 1, 2027, subject to the consent of the Province of British Columbia.</p> <p><b>Report of Chief Administrative Officer – February 16, 2012 (Verbal)</b> Re: Policy 2.4 – Travel and Expense</p> <p>Recommendation:</p> <p>THAT Council adopt the amendments to Policy 2.4 Travel and Expense.</p> <p><b>Report of Chief Administrative Officer – February 16, 2012 (Verbal)</b> Re: Council Remuneration and Expense Allowance Policy</p> <p>Recommendation:</p> <p>THAT Council adopt the Council Remuneration and Expense Allowance Policy.</p>	<p>Item 12.3 Page 61</p>          <p>Item 12.4 Page 65</p>
<b>13. BYLAWS</b>		
<b>14. QUESTIONS FROM THE PUBLIC</b>		
<b>15. ADJOURNMENT</b>		



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

**DATE:** February 06, 2012  
**TIME:** 7:00 p.m.  
**PLACE:** Council Chambers  
495 Hot Springs Road, Harrison Hot Springs

**IN ATTENDANCE:** Mayor Leo Facio  
Councillor Allan Jackson  
Councillor Richard Shelley  
Councillor Sonja Reyerse  
Councillor Zoltan Kiss  
  
CAO, Ted Tisdale  
Director of Finance, Dale Courtice  
Manager of Revenue Services, Peggy Parberry  
Operations Manager, Ian Gardner  
DCAO/Corporate Officer, Debra Key  
CEDO, Andre Isakov  
  
Krystal Sobie, Recording Secretary

**ABSENT:**

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 Jackson**  
**Seconded by Councillor Reyerse**

THAT the agenda be approved.

**CARRIED  
UNANIMOUSLY**

4. **ADOPTION AND RECEIPT OF MINUTES**

**Moved by Councillor Jackson**  
**Seconded by Councillor Kiss**

THAT the minutes of the Regular Council Meeting of December 12, 2011 be adopted.

**CARRIED  
UNANIMOUSLY**

**Moved by Councillor Jackson**  
**Seconded by Councillor Reverse**

THAT the minutes of the Special Council Meeting of December 8, 2011 be adopted.

**CARRIED  
UNANIMOUSLY**

5. **BUSINESS ARISING FROM THE MINUTES**

None

6. **CONSENT AGENDA**

**i. Bylaws**

Bylaw No 997, 2011  
Council Procedure Bylaw

**THAT** Bylaw No. 997, 2011 Council Procedure Bylaw be adopted.

**ii. Agreements**

**iii. Committee/  
Commission  
Minutes**

**iv. Correspondence**

**Moved by Councillor Kiss**  
**Seconded by Councillor Jackson**

**THAT** Bylaw No. 997, 2011 Council Procedure Bylaw be adopted.

**CARRIED  
UNANIMOUSLY**

7. **DELEGATIONS**

**Presentation of recognition plaque to Dave Harris.**

Mayor Facio presented a plaque in recognition to Dave Harris for the six (6) years he dedicated himself as a Council member from 2005-2011.

*Village of Harrison Hot Springs  
Minutes of the Regular Council Meeting  
February 06, 2011*

Presentation of Christmas Lights Awards (Verbal)

Mayor Facio presented a plaque to Len & Sonja Paquette as winners for the residential Christmas Lights award. The post office was unable to attend to accept their award for first place in the commercial category.

BC Assessment – 2012 Property Assessment Overview

Rajan Sandhu from BC Assessment provided a brief overview of the 2012 Property Assessment for Harrison Hot Springs.

Harrison Festival Society – Overview of Society’s activities and requests for funding (Phyllis Stenson)

Phyllis and Ed Stenson provided Council with an overview of the Harrison Festival Society’s activities that take place throughout the year. Information was provided regarding the cut back in funding that is taking place this year. They have requested for a grant increase from the Village to allow the Festival Society to continue with another year of the Harrison Festival of the Arts.

Kent Harrison Emergency Social Services – Overview of services ESS volunteers provide the community (Carolyn Harris)

Carolyn Harris provided Council with an overview of the service provided by the Emergency Social Service volunteers.

8. **CORRESPONDENCE**

BC Government Caucus – News Release – dated January 6, 2012

9. **BUSINESS ARISING OUT OF CORRESPONDENCE**

None

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

**Moved by Councillor Jackson**  
**Seconded by Councillor Shelley**

**THAT** the following members be appointed to the following Committees/Commissions:

Advisory Planning Commission

John Buckley  
Allan Birtch  
Brian Bignell  
Gail Guimont  
Sigred Borchert  
Kathryn Fleming

*Village of Harrison Hot Springs  
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Michael Scott  
Marg Doman

Beach and Foreshore  
Councillor Jackson, Chair  
Councillor Reyerse  
Michael Scott  
Linda Marks

Parks and Trails  
Councillor Kiss  
Councillor Shelley  
Donna Cooney  
Janne Perrin

Recreation  
Mayor Facio, Chair  
Councillor Kiss  
Elizabeth Mueller  
Liz Webber

Communities in Bloom  
Councillor Jackson, Chair  
Maureen Wendt  
Jane Kivett

**CARRIED  
UNANIMOUSLY**

**Moved by Councillor Jackson  
Seconded by Councillor Reyerse**

THAT Councillor Zoltan Kiss be appointed as alternate to the Fraser Valley Treaty Advisory Council.

**CARRIED  
UNANIMOUSLY**

10. **REPORTS FROM MAYOR**

11. **REPORTS FROM STAFF**

Harrison Hot Springs Fire  
Department – Staffing  
Report

**Moved by Councillor Jackson**  
**Seconded by Councillor Kiss**

THAT the Fire Department Staffing Report be received.

**CARRIED  
UNANIMOUSLY**

Councillor Shelley excused himself from the meeting at 8:01 p.m. due to a potential conflict of interest as he stated he is a member of the Harrison Fire Department.

Live Training – Paid on  
Call Fire Fighters

**Moved by Councillor Kiss**  
**Seconded by Councillor Jackson**

THAT Council approve that five (5) fire fighters attend Live Burn Training in Maple Ridge in March 2012

**CARRIED  
UNANIMOUSLY**

Councillor Shelley re-entered chambers at 8:02 p.m.

Invest in BC Publication

**Moved by Councillor Reyerse**  
**Seconded by Councillor Kiss**

THAT Council authorize staff to purchase a ½ page ad in the Invest in BC Publication.-

**CARRIED  
UNANIMOUSLY**

Memorial Hall – Kitchen  
Serving Counter Doors

**Moved by Councillor Jackson**  
**Seconded by Councillor Reyerse**

THAT Council approves the installation of roll-up shutter style doors by Shanahan's for the quoted supplied and installed price, for the three doors, of \$6,696.00

**CARRIED  
UNANIMOUSLY**

Village of Harrison Hot Springs  
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❑ 2011 Boat Launch Report

**Moved by Councillor Jackson**  
**Seconded by Councillor Reyerse**

**THAT** the recommendations of the boat launch operator regarding parking and washrooms be tabled to a Committee of the Whole meeting.

**CARRIED**  
**UNANIMOUSLY**

**Moved by Councillor Jackson**  
**Seconded by Councillor Shelley**

**THAT** Council approve entering into a new Service Agreement with Bob's Boat Launch Services for a period of three (3) years; and

**THAT** each year services be provided at a minimum of a six (6) month period commencing early March and ending mid-October of each year.

**CARRIED**  
**UNANIMOUSLY**

❑ Communities in Bloom –  
National Symposium 2012

**Moved by Councillor Jackson**  
**Seconded by Councillor Reyerse**

**THAT** Council approve and direct staff to register the Village of Harrison Hot Springs to complete in the 2012 National Edition of Communities in Bloom.

**CARRIED**  
**UNANIMOUSLY**

❑ Development Variance  
Permit – 245 Miami River  
Drive

**Moved by Councillor Jackson**  
**Seconded by Councillor Shelley**

**THAT** approve the issuance of a Development Variance Permit for James and Linda Corkal, to vary the Zoning Bylaw No. 672, 1996, Village Residential Zone (R1), Section 7.1.3, *Principal Building* Minimum Setback by reducing the minimum front parcel setback of 7.5m to 5m and the interior side parcel setback of 1.5m to 1m, subject to approval of the relaxation setbacks of both Department of Fisheries and Oceans and Ministry of Environment

**CARRIED**  
**UNANIMOUSLY**

*Village of Harrison Hot Springs  
Minutes of the Regular Council Meeting  
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Traffic Calming  
Implementation Strategy

**Moved by Councillor Jackson**  
**Seconded by Councillor Reyerse**

**THAT** Council approve the Traffic Calming Implementation in principle and refer to budget deliberation.

**CARRIED  
UNANIMOUSLY**

Construction of Miami  
River Greenway Trail

**Moved by Councillor Kiss**  
**Seconded by Councillor Jackson**

**THAT** Council receive the staff report on the Miami River Greenway Trail development and direct staff to commence its implementation.

**CARRIED  
UNANIMOUSLY**

Council Support for  
Miami River Streamkeepers  
Grant Application

**Moved by Councillor Kiss**  
**Seconded by Councillor Reyerse**

**THAT** Council support the Miami River Streamkeepers application for grant funding to enhance the health and wellbeing of the Miami River and write the letter of support to the Pacific Salmon Foundation expressing the support for the grant application.

**CARRIED  
UNANIMOUSLY**

Special In-Camera  
Meeting – February 15, 16, &  
17

**Moved by Councillor Jackson**  
**Seconded by Councillor Kiss**

**THAT** Council approve a Special In-Camera meeting to be held on February 15, 16 & 17 outside of the municipal boundaries at New Westminster, BC.

**CARRIED  
UNANIMOUSLY**

*Village of Harrison Hot Springs  
Minutes of the Regular Council Meeting  
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□ Water System Treatment  
and Supply Source Report  
Review

**Moved by Councillor Jackson**  
**Seconded by Councillor Shelley**

**THAT** Council with the new information provided in the Stantec Report, approve staff to proceed with the Water Treatment and Lake Supply Source option without the extension of the intake structure and pump upgrade.

**CARRIED  
UNANIMOUSLY**

13.

**BYLAWS**

□ Bylaw No. 998 Business  
Licencing and Regulation  
Bylaw Amendment

**Moved by Councillor Jackson**  
**Seconded by Councillor Kiss**

**THAT** Bylaw No. 945, 2010 be amended under Section 10 (c) to read “If a Licensee fails to renew a Licence in accordance with 6(b), and subsequently fails to renew the licence prior to March 1<sup>st</sup> of the next year, then, in addition to the annual Licence fee, that person shall pay a late payment fee of \$10.00;

**THAT** Bylaw No. 998, 2012 Business Licensing and Regulation Amendment Bylaw be read a first, second and third reading.

**CARRIED  
UNANIMOUSLY**

□ OCP Amendment and  
Rezoning Application -  
Kingma

**Moved by Councillor Jackson**  
**Seconded by Councillor Shelley**

**THAT** “Village of Harrison Hot Springs Official Community Plan Amendment Bylaw No. 977, 2011” be read a second time; and

**THAT** a Public Hearing be scheduled on a date to be determined at a later stage; and

**CARRIED  
OPPOSED BY COUNCILLOR KISS**

**Moved by Councillor Jackson**  
**Seconded by Councillor Reverse**

**THAT** “Village of Harrison Hot Springs Zoning Amendment Bylaw No. 978, 2011” be read a second time; and

**THAT** a Public Hearing be scheduled on a date to be determined at a larger stage.

**CARRIED  
UNANIMOUSLY**

*Village of Harrison Hot Springs  
Minutes of the Regular Council Meeting  
February 06, 2011*

14.

**QUESTIONS FROM THE PUBLIC**

A member of the public asked how much the ad for Invest in BC Publications.

A member of the public asked where the sidewalks on the new bridges are located. The Operations Manager noted that the bridges are still being worked on.

A member of the public asked why the Special in Camera Meeting on February 15, 16 and 17 was not being held in Harrison Hot Springs.

A member of the public noted that there is a gap in the bridges at the sidewalk level that should be looked at by the Village.

A member of the public made a comment that the bridges are not accessible for the four wheel scooters.

A member of the public asked if the trails will be wheelchair accessible.

A member of the public noted that the slide in Spring Park is still missing.

A member of the public asked if there is another snow fall could the snow could be piled in the center of the roads as opposed to on the sides covering up the culverts.

A member of the public asked what was happening with the lacrosse courts.

15.

**ADJOURNMENT**

**Moved by Councillor Jackson**

**Seconded by Councillor Kiss**

**THAT** the meeting be adjourned at 9:31 p.m.

**CARRIED  
UNANIMOUSLY**

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**Leo Facio  
Mayor**

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**Debra Key  
Corporate Officer**





VILLAGE OF HARRISON HOT SPRINGS

BYLAW NO. 998

A bylaw to amend the Business Licensing and Regulation Bylaw No. 945

WHEREAS the Village of Harrison Hot Spring has deemed it advisable to amend Business Licensing and Regulation Bylaw No. 945;

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

1. CITATION

This Bylaw may be cited for all purposes as the "Village of Harrison Hot Springs Business Licensing and Regulation Amendment Bylaw No. 998, 2012".

2. TEXT AMENDMENT

a. On page 5, Item 10 (c) Licence Renewal be deleted and replaced with the following:

(c) If a Licensee fails to renew a License in accordance with 6(b), and subsequently fails to renew the Licence prior to March 1<sup>st</sup> of the next year, then, in addition to the annual Licence fee, that person shall pay a late payment fee of \$10.00.

3. READINGS AND ADOPTION

READ A FIRST TIME THIS 6<sup>th</sup> DAY OF FEBRUARY, 2012

READ A SECOND TIME THIS 6<sup>th</sup> DAY OF FEBRUARY, 2012

READ A THIRD TIME THIS 6<sup>th</sup> DAY OF FEBRUARY, 2012

ADOPTED THIS DAY OF FEBRUARY, 2012

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer



**HARRISON HOT SPRINGS**

*Naturally Refreshed*

**VILLAGE OF HARRISON HOT SPRINGS**

Request to Appear as a Delegation

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

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

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

Date: FEB 8, 2012 Requested Meeting Date: FEB 20, 2012

Organization Name (if applicable): FRASER VALLEY REGIONAL LIBRARY

Name of Presenter: ROB O'BRENNAN, CEO; MARY O'CALLAGHAN, DIR. OF CORPORATE SERVICES; NICOLE GLENTWORTH, LIBRARY MANAGER-UPPER FRASER VALLEY

Name of Applicant if Other than Above: \_\_\_\_\_

Contact Phone Number & E-Mail: 1-888-668-4141 ext 7004  
robert.obrennan@fvrl.bc.ca

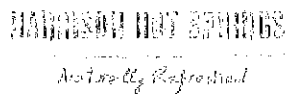
Mailing Address with Postal Code: FVRL Administrative Centre  
34589 DELAIR RD, ABBOTSFORD, BC V2S 5Y1

Audio/Visual requirements: NONE

Topic: OVERVIEW OF FRASER VALLEY REGIONAL LIBRARY & BUDGET 2012

Action you wish Council to take: DIRECTION TO YOUR COUNCIL'S BOARD REPRESENTATIVE RE WEIGHTED VOTE ON 2012 BUDGET





### VILLAGE OF HARRISON HOT SPRINGS

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

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

Date: Jan 28 2012 Requested Meeting Date: Feb 20, 2012

Organization Name (if applicable): BC Transit

Name of Presenter: Michelle Orfield

Name of Applicant if Other than Above: \_\_\_\_\_

Contact Phone Number & E-Mail: 250 508 6396 Michelle\_orfield@bctransit.com

Mailing Address with Postal Code: 501 George Rd. Victoria BC V8T 2S4

Audio/Visual requirements: Projector - Power point file

Topic: Transit Future Plan update

Action you wish Council to take: Recieve for information





VILLAGE OF HARRISON HOT SPRINGS

Request to Appear as a Delegation

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

Form with handwritten entries: Date: FEB 2 / 2012, Requested Meeting Date: FEB 20TH / 2012, Organization Name: FRASER VALLEY REGIONAL DISTRICT, Name of Presenter: STACEY BARKER - MANAGER OF ENVIRONMENTAL SERVICES, Name of Applicant if Other than Above: PLUS JULIAN ZELAZNY ENVIRONMENTAL SERVICES COORDINATOR, Contact Phone Number & E-Mail: 604-702-5096 sbarker@fvrd.bc.ca, Mailing Address with Postal Code: 45950 CHEAM AVE, CHILL. V2P 1N6, Audio/Visual requirements: POWER POINT, Topic: AIR QUALITY MONITORING NETWORK, AIR QUALITY ISSUES RELEVANT TO LOCAL RESIDENTS, Action you wish Council to take: FOR INFORMATION ONLY



## VILLAGE OF HARRISON HOT SPRINGS


**HARRISON HOT SPRINGS**

*Naturally Refreshed*

## REPORT TO COUNCIL

**TO:** Mayor and Council **DATE:** February 11, 2012

**FROM:** Andre Isakov,  
Community and Economic Development Officer **FILE:** 2380-30-02

**SUBJECT:** Regional Park in the East Sector Lands

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**ISSUE:** Staff are seeking direction from Council regarding the establishment of the Regional Park within the lands currently known as the "East Sector".

**BACKGROUND:****Land Tenures**

There are several land tenures within the East Sector: private, village, and crown. Please refer to "Appendix F – Land Ownership Map" in the Village of Harrison Hot Springs Parks and Trails Report (attached to this staff report) for the description of the lands in question.

The Village currently holds three tenures in the eastern portion of the East Sector lands outlined on the provided map as "Village" (and identified in green colour) and as "Crown/Village" (and identified in blue colour). The municipality has the title to the land identified on the map as "Village". The "Crown/Village" portion of the lands has the following tenures (please refer to the provided "Ministry of Agriculture and Lands Map" attached to this report for further breakdown in tenures):

*Crown Grant* – this Crown Grant covers the east ½ of the NE ¼ portion comprising of approximately 31.30 hectares as shown on the attached map in blue. These lands have been granted to the Village for so long as the land and premises are used for public recreational purposes only.

*Investigative Use Permit* – an application for tenure was made in 2007 to secure lands in the East Sector for a permanent public works compound. An investigative use permit was issued in January of 2008 which allowed the municipality to conduct preliminary studies and develop a plan to finalize size and shape of the land required for the compound. The permit area covers approximately 4 hectares, cross hatched green on the attached map. The Permit was issued for a term of two years and expired March 14, 2010.

In May of 2008, a Provincial archaeological search of the database was completed with nil results. An old landfill site is also located within the lands. An environmental assessment and abandonment plan was considered in 2008 but there is no evidence of a remediation application being sought. The current status of the landfill site is still registered with the Ministry of Environment as being "active".

A subsequent application to renew the existing tenure was issued November 22, 2010 for a further period of 2 years. This permit is temporary and may not be renewed.

*Section 16 of the Land Act Map Reserve No. R082005* – this reserve was established in January 14, 2008 for a term of 5 years. It expires in 2013. The area is the red cross hatched block on the attached map that covers approximately 92.619 hectares. This reserve allows for planning long term use of the parcel to facilitate trail development and conservation purposes. It allows for the development of trails for the use of the public.

On February 14, 2011, Council approved a designation currently under Map Reserve to be designated as a Recreation Trail Site for the purposes of walking, hiking and mountain biking. This designation is under the Recreation Sites and Trails BC branch of the Ministry of Tourism, Culture and Arts. Council also approved entering into an agreement to develop the management and maintenance plan for the trails.

#### **Land Use and Management**

As outlined in the Village of Harrison Hot Springs Official Community Plan (OCP), the majority of the area is covered by a mixed coniferous/deciduous forest. The East Sector lands contain a major section of the Miami River and its tributaries, Hot Springs Slough and various wetlands and bogs. With its complex drainage patterns, the land assists in flood protection for residential areas within the Village.

The East Sector Lands are an important community amenity, providing recreational opportunities for residents as well as thousands of tourists a year within its vast trail network. One of the most frequent requests at the Harrison Hot Springs Visitor Centre is a request for hiking trail maps. The popularity of local hiking/walking trails highlights both the recreational and economic importance of this land to the community and the region.

The Village's OCP in reference to the East Sector Lands outlines the following Council objectives:

- 7.2.1** Provide clear direction for the ecological protection and future use of the East Sector in a manner consistent with the Goals of this OCP and based on thorough knowledge of the physical and natural resource features of the area - both opportunities and constraints, and on thorough consultation with the community, the Agricultural Land Commission and the Ministry of Agriculture and Lands.
- 7.2.2** Ensure that public amenity values in this area, such as the Miami River corridor and trail systems, are preserved and enhanced for the future use and enjoyment of the entire community, and that the area is integrated into a proposed Parks and Trails Master Plan for the Village.

As such, the Village has always worked towards the preservation of the Village and Crown Lands within the East sector for park/soft recreation purposes. However, the sheer size and the popularity of the trail network within the East Sector puts unsustainable financial pressures to maintain large trail system within a massive park on a municipality with a small tax base.

Due to the regional significance of the East Sector Lands it has been suggested that the Fraser Valley Regional District (FVRD) would be better suited for developing and maintaining both the land tenures and the park infrastructure. Currently, there are deficiencies in recreational infrastructure within the East Sector. These include poorly maintained trails as well as lack of public parking and washroom facilities.

**POLICY CONSIDERATIONS:**

The proposed regional park may require the Village to transfer land tenure(s) to the FVRD. The proposed regional park is not contemplated on private land within the East Sector. However, consideration still needs to be given as to how the public trail network on the private land within the East Sector will potentially connect to the public recreation space.

**ATTACHMENTS:**

1. "Appendix F – Land Ownership Map" from the Village of Harrison Hot Springs Parks and Trails Report.
2. "Ministry of Agriculture and Lands Map".

**RECOMMENDATION:**

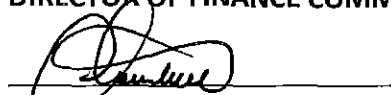
THAT Council authorize staff to engage the Fraser Valley Regional District in jointly developing a proposal for a regional park within the East Sector Lands.

Respectfully submitted for your consideration;



\_\_\_\_\_  
Andre Isakov  
Community & Economic Development Officer

**DIRECTOR OF FINANCE COMMENTS:**



Dale Courtice  
Director of Finance

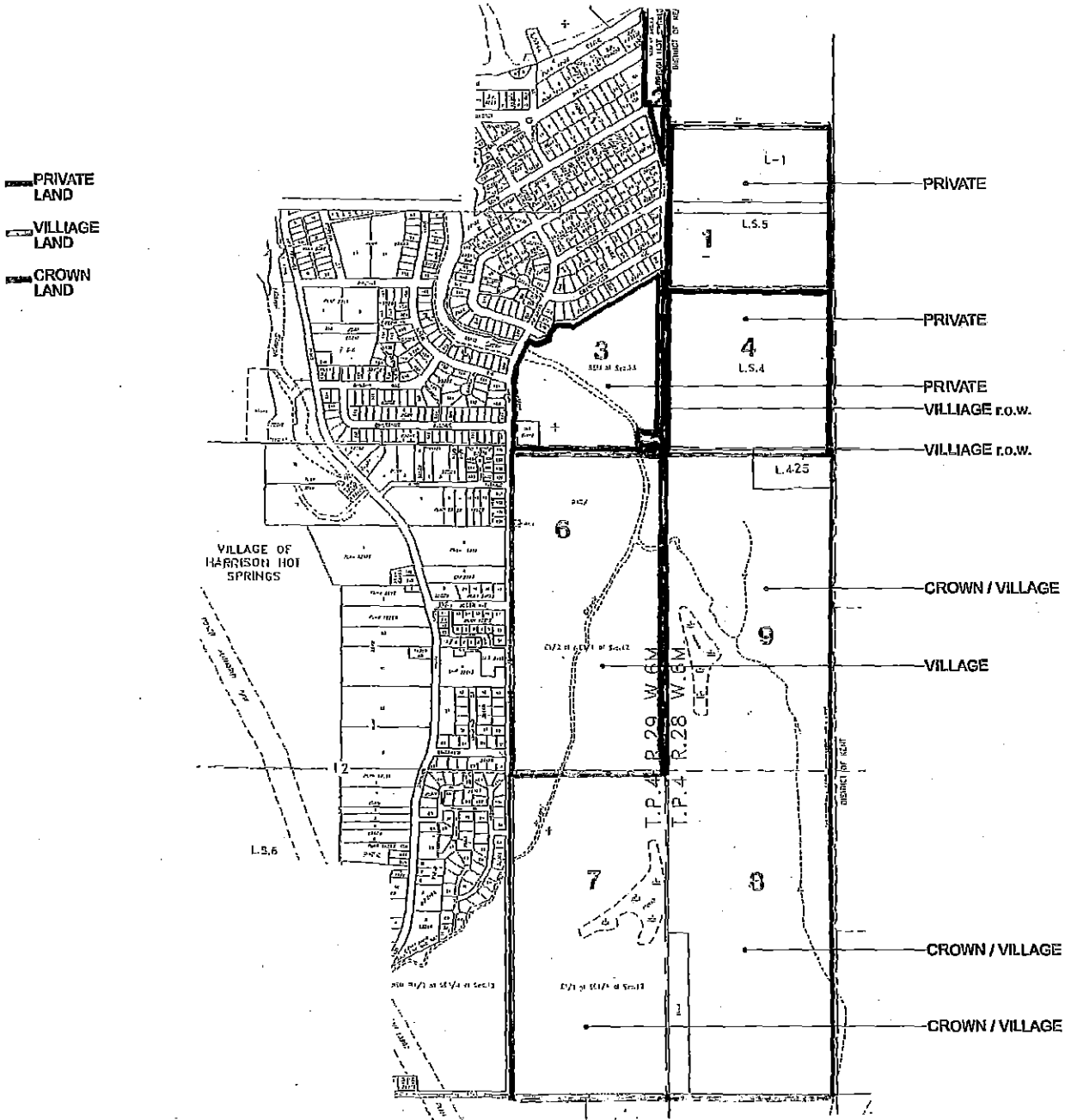
**CHIEF ADMINISTRATIVE OFFICER COMMENTS:**



Ted Tisdale  
Chief Administrative Officer



# APPENDIX 'F' LAND OWNERSHIP MAP





## VILLAGE OF HARRISON HOT SPRINGS

### REPORT TO COUNCIL

**TO:** Mayor and Council **DATE:** February 13, 2012

**FROM:** Debra Key, Deputy Chief **FILE:** 2380-20-02  
Administrative Officer/Corporate Officer

**SUBJECT:** Water Lot Sublease and Building Lease and Licence  
Block D & Block A of District Lot 5784 and 7211, Group 1,  
New Westminster District

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**ISSUE:** To approve the Water Lot Sublease and Building Lease and Licence with the Harrison Yacht Club.

#### **BACKGROUND:**

The Village holds an Aquatic Lands Lease with the Province to lease Block D containing 0.41 hectares for the purposes of a commercial marina.

In 2007, the Village entered into a sublease agreement with the Harrison Yacht Club to lease the waterlot for the purposes of using the premises for the management and operation of the Yacht Club. The sublease is for a period of five (5) years and expires in August of 2012.

Although the sublease specified a use of the upland portion of the land, legally known as Block A of District Lot 5784 and 7211, the Province can only consent to the sublease of the waterlot portion. The upland portion of the land (Block A) is owned by the Village of Harrison Hot Springs. Consequently, separate lease agreements have been drafted to identify these specific parcels of land and to identify the terms and conditions associated with the lands.

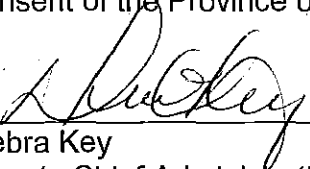
Staff has met with the representatives of the Harrison Yacht Club to discuss the two agreements and the associated rental fees. Members of the Yacht Club have approved the drafts as presented.

Water Lot Sublease rental fees have been increased from \$10,000 to \$15,000 annually. This reflects the increase in moorage fees charged to the Village by the Province and associated administrative and legal costs. Rental for the use of the upland portion of the land (Building Lease and Licence) will be granted to the Harrison Yacht Club for a nominal fee of \$10.00 annually due to the liability issues associated with the condition of the building.

**RECOMMENDATION:**

THAT Council approve and enter into a Building Lease and Licence agreement with the Harrison Yacht Club commencing March 1, 2012 and expiring on May 2, 2027; and

THAT Council approve and enter into a Water Lot Sublease with the Harrison Yacht Club commencing March 1, 2012 and expiring on May 1, 2027, subject to the consent of the Province of British Columbia.

  
\_\_\_\_\_  
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

## **Building Lease and Licence**

THIS LEASE dated for reference the 1<sup>st</sup> day of \_\_\_\_\_, 2012

BETWEEN:

**HARRISON YACHT CLUB**  
PO Box 396 Harrison Hot Springs, BC V0M 1K0

(the “**Tenant**”)

AND:

**VILLAGE OF HARRISON HOT SPRINGS**,  
a municipal corporation incorporated under the *Local Government Act* and  
*Community Charter* (British Columbia) and having an address of Box 160, 495 Hot  
Springs Road, Harrison Hot Springs, BC V0M 1K0

(the “**Landlord**”)

RECITALS:

- A. The Landlord is the registered owner in fee simple of that parcel of land in the Village of Harrison Hot Springs, British Columbia being legally described as *PID: 024-388-955, Block A District Lot 5784 New Westminster District* and shown outlined in heavy black on the attached Schedule “A” (the “**Land**”).
- B. A building, commonly referred to as the "Harrison Yacht Club" and shown outlined and labeled "Workshop" on the attached Schedule "A" (the “**Building**”), is situated on the Lands.
- C. The Tenant has been occupying the Building under the terms of a lease granted to the Tenant by the Landlord on August 14, 2007 (the “**Former Lease**”).
- D. The Tenant also wishes to sublease from the Landlord certain aquatic lands described as Block D of District Lot 5784 and 7211 Group 1, New Westminster District, shown outlined in heavy black on the Schedule attached to the Head Lease and containing 0.41 hectares (the “**Water Lot Sublease**”);
- E. The Landlord and Tenant have now agreed that the Former Lease will be terminated and the Landlord will grant a new lease to the Tenant for the Building and a non-exclusive licence with respect to the Lands, on the terms and conditions set out in this Lease.

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Agreement and that the payment of \$1.00 by the Tenant to the Landlord (the receipt and sufficiency of which the Landlord acknowledges), the parties agree as follows:

1. **Lease and Licence** - The Landlord leases the Building to the Tenant for the Term described herein, on the terms and conditions of this Lease and for the purposes set out in this Lease.
  - 1.1 The Landlord further grants to the Tenant a non-exclusive license to enter onto and cross over the Land for access to and from the Building and to use those parts of the Land which are adjacent to the Building and required for the Tenant's purposes, including parking and to access and egress the Water Lot.
2. **Term** - The Term of this lease and licence is for the period commencing on March 1, 2012 and terminating on May 2, 2027, subject to earlier termination or renewal pursuant to the terms of this Lease. In the event that the Province does not grant the Village an extension of the head lease to the Waterlot Sublease (the "**Head Lease**"), the Term of this Agreement shall expire on the day before the expiry of the Head Lease. ("**Term**").
3. **Renewal** - Provided all rent and other sums or charges due or payable by virtue of this Lease have been fully paid and the Tenant has faithfully observed and performed all the covenants, provisos, conditions and reservations in this Lease contained, and provided that the Tenant gives written notice to the Landlord not less than 30 days prior to expiry of the Term, and provided the Landlord is able to extend or renew the Head Lease so that the Waterlot Sublease may be renewed, the Tenant shall have the option to renew this Lease upon its expiration for an additional period of five (5) years on all the same terms and conditions of this Lease, SAVE AND EXCEPT THAT this covenant to renew shall be excluded from such terms and conditions.
4. **Rent** - The Tenant must pay the Landlord annual rent of Ten (\$10.00) Dollars plus all applicable taxes for the Term ("**Rent**"), payable on the first day of each year of the Term. Rent for any renewal period shall be determined by mutual agreement of the parties.
5. **Purpose** - The Tenant must only use and occupy the Building for the purposes of establishing and operating a yacht club and related facilities and all associated and ancillary uses and purposes thereto and for no other purpose whatsoever.
6. **Tenant's Covenants** - The Tenants covenants and agrees with the Landlord:
  - a) to promptly pay the Rent when due;
  - b) to provide all equipment, furnishings and supplies that may be required to furnish and operate the Building for the purposes of the Tenant;
  - c) not to make improvements, extensions, installations, alterations, or additions to, in or about the Building or the Land without obtaining the Landlord's prior written consent;

- d) not to do, suffer or permit any act or neglect that may in any manner directly or indirectly cause damage to the Building, the Land or to any fixtures or appurtenances thereon;
  - e) to pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Tenant's use and occupation of the Building, including without limitation, levies, charges and assessments, permit and license fees, minor repair and maintenance costs, administration and service fees and payments for utilities, work and materials;
  - f) to pay the Landlord all goods and services taxes which may be payable in respect of this Lease;
  - g) to maintain the Building and all fixtures and appurtenances thereon in a safe, clean and sanitary condition and to take all reasonable precautions to ensure the safety of all persons using the Building;
  - h) to carry on and conduct its activities from the Building and on the Land in compliance with any and all statutes, enactments, bylaws, regulations and orders from time to time in force and to obtain all required approvals and permits; and
  - i) not to erect any sign on the exterior of the Building, or that may be visible from outside the Building, without the prior written consent of the Landlord.
7. **Net Lease** - Without limiting any other provisions in this Lease, the Tenant agrees that this Lease is absolutely net to the Landlord and the Tenant must promptly pay when due on its own account and without any variation, set-off, or deduction all amounts, charges, costs, duties, expenses, fees, levies, rates, sums and taxes and increases in any way relating to the Building and that to the extent any such amounts remain unpaid after they come due, such amounts shall be deemed as Rent and may be collected by the Landlord as Rent.
8. **Routine Repair and Maintenance** - The Tenant must keep the Building, and all fixtures and appurtenances thereon, in good repair consistent with standards of repair generally accepted in British Columbia with respect to a comparable Building and, the Tenant is responsible for and must do all routine maintenance and repairs with respect to the Building, necessary for the use, occupation and operation of the Building and upon written notice from the Landlord the Tenant must make such repairs as are required by the Landlord in the notice. At the end of the Term, the Tenant must surrender the Building to the Landlord in good repair, excepting reasonable wear and tear.
9. **Major Structural Alterations** - The Tenant must not make any structural changes or renovations to the Building without the prior written consent of the Landlord and if such consent is given, the Tenant must obtain the Landlord's prior approval of drawings and specifications for such work and must comply with any conditions the Landlord imposes with that approval.

For certainty, the Tenant acknowledges being aware of the current condition of the Building, including any structural deficiencies and accepts the grant of lease of the Building with full knowledge of its condition. The Tenant acknowledges and agrees that the Landlord makes no representations or assurances that the Building is fit for its intended purpose and the Tenant further agrees that Landlord shall have no obligations to undertake any major repairs, structural or otherwise of the Building. If at any time during the term the Building becomes unsound or inhabitable, then the lease shall be terminated and the Tenant shall have no claim for damages or compensation arising out of such termination.

10. **Minimum Work Standards** - The Tenant must ensure that any repairs or renovations with respect to the Building done by or on behalf of the Tenant do not affect any structural or foundation elements of the Building.
11. **Insurance Requirements** - Without limiting the Tenant's obligations and liabilities under this Agreement, the Tenant shall obtain, at its own expense, and keep in force a policy of comprehensive general liability insurance providing coverage for death, bodily injury, property loss, property damage and other potential loss and damage arising out of the Tenant's use and operation of the Land in an amount of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence and the Landlord, and its elected officials, officers, employees, agents and others, shall be named as additional insured under the policy.
12. **Insurance Policies** - The Tenant shall ensure that all policies of insurance pursuant to this Agreement:
  - (i) are placed with insurers licensed in British Columbia;
  - (ii) are written in the name of the Tenant and with the Landlord as additional insured, with loss payable to them as their respective interests may appear;
  - (iii) contain a cross liability clause and a waiver of subrogation clause in favour of the Landlord;
  - (iv) are primary and do not require the sharing of any loss by any insurer that insures the Landlord;
  - (v) contain a clause to the effect that any release from liability entered into by the Landlord prior to any loss shall not affect the right of the Tenant or the Landlord to recover;
  - (vi) are endorsed to provide the Landlord with 30 day's advance notice in writing of cancellation or material change; and
  - (vii) are otherwise on terms satisfactory to the Landlord, acting reasonably.

13. **Contents Insurance** – The Tenant shall also obtain, at its expense, insurance covering the loss of the Tenant’s property, fixtures and Building contents to full replacement value against risk of fire, loss, theft and other risks against which a prudent owner would insure.
14. **Insurance Certificates** - The Tenant must obtain all required insurance at its sole expense and must provide the Landlord with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so by the Landlord.
15. **Landlord May Insure** - If the Tenant fails to insure as required, the Landlord may, after 30 days notice to the Tenant, effect the insurance in the name and at the expense of the Tenant and the Tenant must promptly repay the Landlord all costs reasonably incurred by the Landlord in doing do, and such costs shall be deemed Rent and may be collected by the Landlord as Rent. For clarity, the Landlord has no obligation to insure the Building during the Term or any obligation to repair any improvements thereon.
16. **Landlord to Insure** - The Landlord shall be responsible for insuring the structure of the Building from fire and other risks against which a prudent owner would insure.
17. **Quiet Possession** - The Landlord covenants and agrees with the Tenant to permit the Tenant, so long as the Tenant is not in default of the Tenant's obligations under this Lease, to peaceably possess and enjoy the Building for the Term, without interference or disturbance from the Landlord or those claiming by, from or under the Landlord except for the Landlord's rights of inspection.
18. **Indemnity** - The Tenant must indemnify and save harmless the Landlord and its officials, officers, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever in any way directly or indirectly arising from the occupation, activities or actions of the Tenant in, on or from the Building or anything done or maintained by the Tenant, excepting always liability arising out of the negligent acts of the Landlord or those for whom the Landlord is, in law, responsible.
19. **Survival of Indemnities** - The obligations of the Tenant under Section 18 survive the expiry or earlier termination of this Lease.
20. **Permission to Enter** - The Landlord or its authorized representative may enter the Building at all reasonable times, upon notice to the Tenant, for the purposes of inspection.
21. **Ownership of Improvements at Termination** - At the expiration of the Term or earlier termination of this Lease, the Building, and any improvements, extensions, installations, alterations or additions to it, whether done by or on behalf of the Tenant or not, shall become the permanent property of the Landlord.
22. **No Assignment or Sublease** - The Tenant must not assign the Tenant's interest in this Lease or sublet the Building without the prior written consent of the Landlord, such consent to be at the sole and absolute discretion of the Landlord.

23. **Termination Due to Default** - If and whenever:

- a) the Tenant is in default in the payment of Rent or any other amount payable under this Lease and the default continues for 30 days after written notice by the Landlord to the Tenant;
- b) the Building, or any part of it, is destroyed or damaged by any cause so that in the opinion of the Landlord the Building is no longer reasonably fit for use by the Tenant for the purposes set out in this Lease for any period of time in excess of 10 days;
- c) the Tenant does not fully observe, perform and keep each and every term, covenant, agreement, stipulation, obligation, condition and provision of this Lease to be observed, performed and kept by the Tenant and persists in such default for 30 days after written notice by the Landlord;

then the Landlord may, at its option, terminate this Lease and the Term then becomes immediately forfeited and void and the Tenant must immediately cease all use and occupation of the Building and Land and must vacate and deliver up possession of the Building and the Landlord may re-enter the Building and repossess and enjoy the same.

**23.1 Water Lot Sublease**- If the parties fail to enter into the Water Lot Lease on or before the first day of the Term or if the Land Lease terminates for any reason whatsoever, then this Lease shall terminate and the Term then becomes immediately forfeited and void and the Tenant must immediately cease all use and occupation of the Building and the Lands. Further, the Tenant must vacate and deliver up possession of the Building and the Lands and the Landlord may re-enter the Building and Lands and repossess and enjoy the same.

24. **Holding Over** - If the Tenant continues to occupy the Building with the written consent of the Landlord after the expiration of the Term or earlier termination of this Lease, then, without any further written agreement, the Tenant shall be a monthly lessee paying monthly rent in an amount determined by the Landlord and subject always to the other provisions in this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year shall not be created by implication of law.

25. **Interpretation** - In this lease:

- a) reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;
- b) section headings are inserted for ease of reference and are not to be used in interpreting this Lease;
- c) a party is a reference to a party of this Lease;
- d) time is of the essence; and

- e) a reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, elected and appointed officials, officers, directors, licensees and invitees of such party where the context so requires and allows.
26. **Notices** - Where any notice, request, direction or other communication must be given or made by a party under the Lease, it must be in writing and is effective if delivered in person, sent by registered mail addressed to the party for who it is intended at the address set forth above in the Lease. Any notice, request, direction or other communication is deemed to have been given if delivered in person, when delivered; if by registered mail, when the postal receipt is acknowledged by the other party; and, if by facsimile, when transmitted. The address or facsimile number of a party may be changed by notice in the manner set out in this provision.
27. **No Effect on Laws or Powers** - Nothing contained or implied herein prejudices or affects the Landlord's right and powers in the exercise of its functions pursuant to the *Community Charter or Local Government Act* (British Columbia) or its rights and powers under any enactment to the extent the same are applicable to the Building, all of which may be fully and effectively exercised in relation to the Building as if this Lease had not been fully executed and delivered.
28. **Severance** - If any portion of this Lease is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid must not affect the validity of the remainder of the Lease.
29. **Binding on Successors** - This Lease ensures to the benefit of and is binding upon the parties and their respective successors and assigns, notwithstanding any rule of law or equity to the contrary.
30. **Law of British Columbia** - The Lease must be construed according to the laws of the Province of British Columbia.
31. **Whole Agreement** - The provisions in this Lease constitute the whole of the agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the Lease.
32. **Termination of Former Lease** - Upon execution of this Lease by both parties, the parties agree that the Former Lease and the Term granted therein shall thereupon terminate.
33. **Waiver or Non-Action** - Waiver by the Landlord of any breach of any term, covenant or condition of this Lease by the Tenant must not be deemed to be a waiver of any subsequent default by the Tenant. Failure by the Landlord to take any action in respect of any breach of any term, covenant or condition of this Lease by the Tenant must not be deemed to be a waiver of such term, covenant or condition.
34. **Not For Profit Society** - The Tenant represents and warrants to the Landlord that it is a not for profit society validly incorporated and in good standing under the laws of British

Columbia and does not conduct its activities with a view to obtaining, and does not distribute profit or financial gain for its members.

35. **Dispute Resolution** - The parties agree that both parties will use their best efforts to resolve any dispute or difference of opinion under or in connection with this Agreement by good faith, amicable negotiations, and shall provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations. If the dispute or difference of opinion is not resolved to the satisfaction of both parties within ten (10) business days of the commencement of negotiations, the parties may, upon the mutual agreement of both parties, submit the matter for mediation and/or arbitration. If the parties do not agree to mediation or arbitration, each party shall be free to commence litigation without further notice.

**VILLAGE OF HARRISON HOT SPRINGS,**  
by its authorized signatories,

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

**HARRISON YACHT CLUB**  
by its authorized signatories,

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

**SCHEDULE "A"**

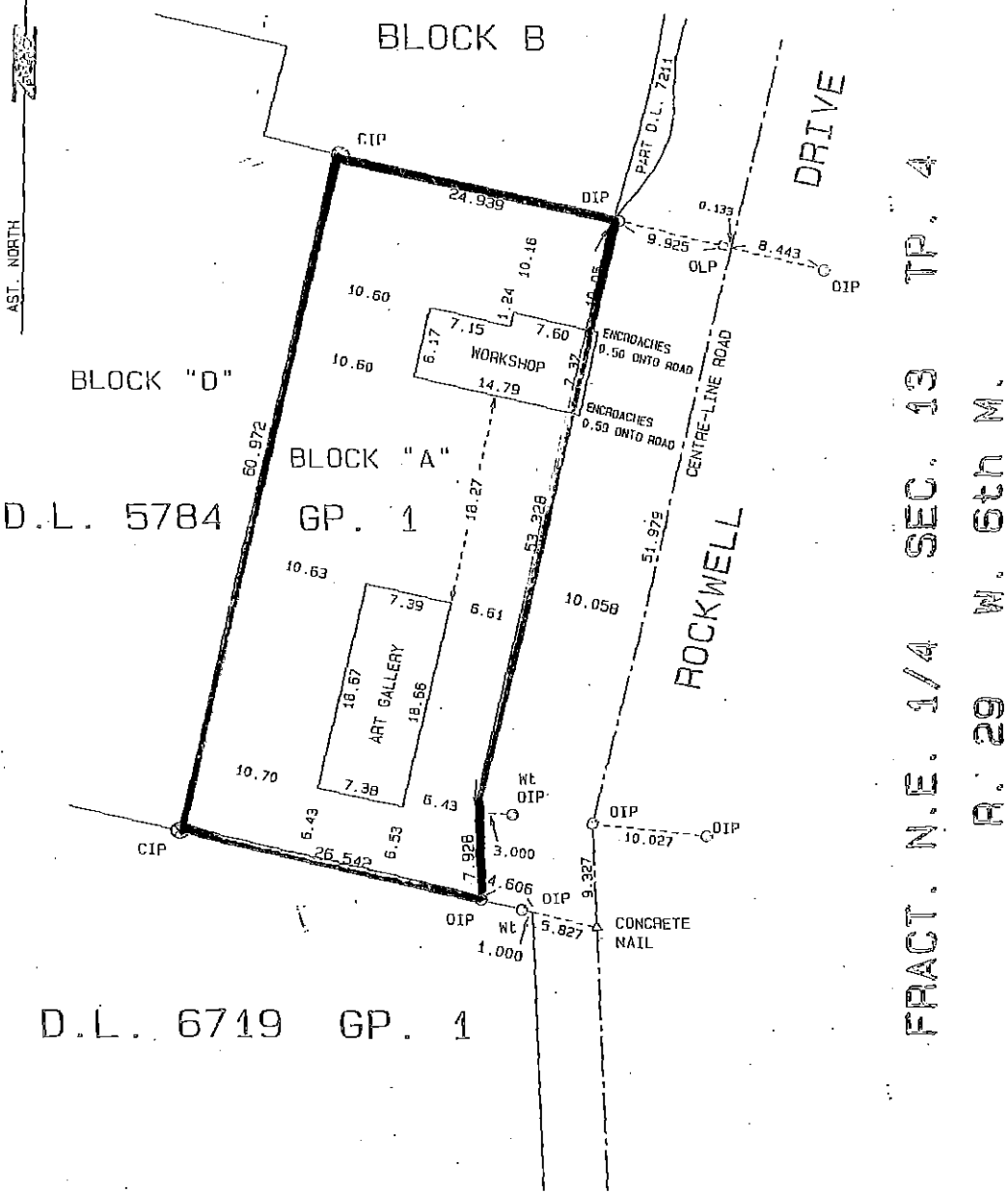
**MAP OF BUILDING LEASE AREA**

BRITISH COLUMBIA LAND SURVEYOR'S CERTIFICATE OF LOCATION

SCALE 1 : 500 (METRIC)  
CLIENT: VILLAGE OF HARRISON  
HOT SPRINGS

D.L. 7211 GP. 1

OFFSETS SHOWN ARE NOT TO BE USED  
FOR DEFINING LOT BOUNDARIES.



BLOCK "D"  
D.L. 5784

BLOCK "A"  
GP. 1

BLOCK B

D.L. 6719 GP. 1

FRACT. N.E. 1/4 SEC. 19 TP. 4  
R. 29 W. 6th M.

JANUARY 7, 1994 B.C.L.S.

THIS DOCUMENT IS NOT VALID UNLESS  
ORIGINALLY SIGNED AND SEALED

© 1993 TUNBRIDGE AND TUNBRIDGE  
BRITISH COLUMBIA LAND SURVEYORS  
CHILLIWACK AND HOPE, B.C.

FILE: C-6654A F.B.: C-205/37-40 D16

**Water Lot Sublease**

THIS AGREEMENT dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2012

BETWEEN:

**VILLAGE OF HARRISON HOT SPRINGS**, a municipal corporation incorporated under the *Local Government Act* and *Community Charter* (British Columbia) and having an address of Box 160, 495 Hot Springs Road, Harrison Hot Springs, B.C., V0M 1K0

(the “**Village**”)

AND:

**THE HARRISON YACHT CLUB**  
Box 396 Harrison Hot Springs,  
V0M 1K0

(the “**Subtenant**”)

WHEREAS:

- A. By Lease No. 236755 dated for reference May 2, 1997, a copy of which is attached as Schedule “A” (the “**Head Lease**”), Her Majesty the Queen in the Right of the Province of British Columbia, represented by the Minister responsible for the *Land Act* (the “**Province**”), granted a lease of the following aquatic land (water lot) to the Village, for a term of 30 years and upon and subject to the other terms of the Head Lease:

*Block D of District Lot 5784 and 7211 Group 1, New Westminster District, shown outlined in heavy black on the Schedule attached to the Head Lease and containing 0.41 hectares.*

(the “**Water Lot**”);

- B. The Subtenant is a not for profit society and has been occupying the Water Lot under the terms of a lease granted to the Tenant by the Village on August 14, 2007 (the “**Former Lease**”).
- C. The Village and Tenant have now agreed that the Former Lease will be terminated and the Village will grant a sublease to the Tenant for the Water Lot, on the terms and conditions set out in this Agreement.
- D. The Subtenant desires to sublease the Water Lot from the Village in conjunction with the Subtenant’s proposed lease of the upland parcel, being legally described as PID: 024-388-955, Block A District Lot 5784 New Westminster District, from the Village (the “**Land Lease**”) in order to establish and maintain a Yacht Club and related facilities;

NOW THEREFORE in consideration of the promises exchanged herein and the payment of one dollar

(\$1.00) from each party to the other, the receipt and sufficiency of which both parties hereby acknowledge, the parties agree as follows:

**Grant of Sublease** – The Village hereby subleases the Water Lot to the Subtenant and the Subtenant subleases the Water Lot from the Village for the purposes of establishing and maintaining a Yacht Club and related facilities on the Water Lot and for no other purposes, subject to the terms and conditions of this Agreement (the “**Sublease**”).

1. **Term** – The term of this Agreement shall be for the period commencing on March 1, 2012 and expiring on May 1, 2027 (the “**Term**”), subject to earlier termination as provided herein, and subject to extension as provided in sections 3 and 47.
2. **Consent of Province** – It is a condition precedent to the effectiveness of this Sublease that the Province consents to it. If the Province has not consented to this Sublease by April 1, 2012 the parties agree that this Sublease shall become null and void.
3. **Renewal of Head Lease** – The Village agrees to use its best efforts to obtain an extension of the Head Lease for an additional five (5) years, but the parties agree that such an extension of the Head Lease is in the Province’s sole discretion. In the event that the Province does not grant the Village an extension of the Head Lease, the Term of this Agreement shall expire on the day before the expiry of the Head Lease.
4. **Rent** – The Subtenant shall pay to the Village rent for the Term in the amount of Fifteen Thousand (\$15,000) Dollars, per annum, plus all applicable taxes to be paid in advance on the first day of each year during the Term (the “**Rent**”) to offset the Village’s costs for administering the Sublease. The Rent for the first year of the Term shall be set-off against any rent or fees paid under the terms of the Former Lease and attributable to the Water Lot, and shall be pro-rated from the commencement date of this Sublease. The rent for the last year of the Term shall be pro-rated to the date of expiry of this Agreement. The Subtenant shall also pay to the Village, from time to time upon demand, all other sums payable to the Village under the terms and conditions of this Agreement (the “**Additional Rent**”).
5. **Access** – The Village is under no obligation to provide access to the Water Lot or to maintain or improve any existing access roads or ways.
  - 5.1 **Quiet Enjoyment and Inspection** – The Village covenants with the Subtenant for quiet enjoyment, so long as the Subtenant is not in default of the Subtenant's obligations under this Agreement and subject to the Village having the right to enter the Water Lot (or have its authorized representative enter) at all reasonable times, upon notice to the Subtenant, for the purposes of inspection.
6. **Water Lot Accepted “As Is”** – The Subtenant accepts the Water Lot “as is” and acknowledges that it has had the opportunity to undertake such inspections, tests and surveys of the Water Lot as it considers necessary and that the Village has made no representations or warranties respecting the Water Lot, and that by entering into this Agreement, it is satisfied that the Water Lot is suitable for its purposes.

7. **No Interest in Land** - The Sublease granted by this Agreement is not to be construed as being granted for all times, and it grants no interest in land to the Subtenant.
8. **Payment of Expenses and Utilities**—The Subtenant covenants and agrees to pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Subtenant's use and occupation of the Water Lot, including without limitation, all taxes, levies, charges and assessments, if any, permit and licence fees, repair and maintenance costs, administration and service fees, telephone, electrical, gas, water, sewage disposal and other utility charges and payments for work and materials.
9. **Payment of Property Taxes** – The Subtenant acknowledges that the grant of this Sublease from the Village does not relieve it from paying property taxes;
10. **Taxes** – The Subtenant shall pay to the Village all taxes, charges, levies and other fees, including any applicable value added tax or any replacement tax, which may be payable in respect of this Agreement.
11. **No Assignment or Sublease** – The Subtenant shall not assign or sublease the Subtenant's interests in or rights under this Agreement in whole or in part without the prior written consent of the Village, which consent shall be at the Village's sole and absolute discretion.
12. **Subtenant Covenants** - The Subtenant acknowledges having received and read a copy of the Head Lease and covenants and agrees with the Village:
- (a) Obligations under Head Lease- to perform all of the obligations of the Village and use and occupy the Water Lot in strict accordance with the requirements and restrictions of the Head Lease, including but not limited to the Special Proviso Schedule, attached thereto (except the payment of fees to the Province under Article III of the Head Lease), and to be bound by the terms of the Head Lease;
  - (b) Obligations under Sublease - to perform all of its obligations under this Sublease;
  - (c) No Breach of Head Lease- that the Subtenant will not do or omit to do any act, or permit any action or inaction, in or around the Water Lot that would cause a breach of the Village's obligations as lessee under the Head Lease, and that the Subtenant will only use and occupy the Water Lot in accordance with and for the purposes set out in section 1 above;
  - (d) Right to Inspect – that the Subtenant shall give the Village unobstructed access to the Water Lot and the Improvements (as defined in section 13 below) at all reasonable times to determine if the Subtenant is complying with all its promises under this Agreement.
  - (e) Services –that the Water Lot is not serviced and that the Subtenant is solely responsible for the costs of servicing the Water Lot

- 13. Construction**—The Subtenant may, if the Subtenant is not then in default under this Agreement and with the prior written consent of the Village and in strict accordance with the restrictions and requirements of the Head Lease, including but not limited to the Special Proviso Schedule, erect, construct, affix or place on the Water Lot improvements necessary or incidental to the Subtenant's use of the Water Lot (the "**Improvements**"). In giving its consent, the Village may impose any conditions, including, without limitation, location requirements, access requirements, construction requirements, design requirements, use restrictions, and security obligations.
- 14. Ownership of Improvements** – The Village and the Subtenant agree that the title and ownership of the Improvements, together with all replacements, alterations, additions, changes, substitutions, improvements and repairs thereto, shall at all times during the Term be vested in the Subtenant, notwithstanding any rule of law to the contrary. Despite the Head Lease, at the expiration or early termination of the Term, the Village may, by written notice, require the Subtenant to remove all or part of the Improvements. Any part of the Improvements not removed by the Subtenant within 30 days of receiving notice from the Village may be removed by the Village on the Subtenant's behalf and at the sole expense of the Subtenant, and the Subtenant shall pay to the Village forthwith as Additional Rent all reasonable expenses incurred by the Village in removing the Improvements.
- 15. Compliance with Laws** – The Subtenant will at all times during the Term use and occupy the Water Lot in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws relating to environmental matters and workers' compensation matters including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.
- 16. Government Approvals** - The Subtenant acknowledges that the grant of this Sublease from the Village does not relieve it from obtaining all necessary municipal licenses and permits and any other approvals required by governmental authorities having jurisdiction.
- 17. Liens and Judgments** – The Subtenant will not permit any liens, judgments or other charges to be registered against the Water Lot. If any lien, judgment or other charge is registered, the Subtenant will obtain its discharge within 20 days of its registration.
- 18. Repairs and Maintenance** – Throughout the Term, the Subtenant shall, at its sole expense, repair and maintain the Improvements and shall keep the Water Lot and the Improvements in a state of good repair as a prudent owner would do. The Subtenant hereby assumes the full and sole responsibility for the condition, operation, maintenance, repair, replacement and management of the Water Lot and all Improvements during the Term, all to the satisfaction of the Village.
- 19. No Village Obligation**—The Village will not be obliged to repair, maintain, replace or alter the Water Lot or the Improvements or any other structure or any part thereof on the Water Lot during the Term or to supply any services or utilities thereto save and except for such services and utilities as the Village may be required to provide strictly in its capacity as a municipality and not in its capacity as a sub-landlord.

- 20. Public Safety** - The Subtenant shall take all reasonable precautions to ensure the safety of persons entering and using the Water Lot or the adjacent upland, including children.
- 21. Notice of Loss or Damage** – The Subtenant shall immediately notify the Village in writing of any loss or damage to the Water Lot or the Improvements and of any injuries to or death of persons using the Water Lot or the Improvements.
- 22. No Nuisance** – The Subtenant shall not do, suffer or permit to be done any act or thing upon or to the Water Lot or the Improvements that does or will constitute a nuisance to any other lands or premises in the vicinity of the Water Lot or the public generally.
- 23. Waste** – The Subtenant will not commit, suffer, or permit any wilful or voluntary waste, spoil or destruction of the Water Lot.

**24. Insurance Clauses -**

- (a) The Subtenant is responsible for insuring the Improvements and all other permitted structures located on the Water Lot and the contents of them, to full replacement cost against risk of fire and other risks against which a prudent owner would insure.
- (b) Without limiting the Subtenant's obligations and liabilities under this Agreement, the Subtenant shall obtain, at its own expense, and keep in force a policy of comprehensive general liability insurance providing coverage for death, bodily injury, property loss, property damage and other potential loss and damage arising out of the Subtenant's use and operation of the Water Lot in an amount of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence and the Village, and its elected officials, officers, employees, agents and others, shall be named as additional insured under the policy.
- (c) On the first day of the Term and at other times upon demand by the Village, the Subtenant shall deliver to the Village a certificate of insurance or certified copies of the policies of insurance required to be maintained by the Subtenant under this Agreement.
- (d) The Village may, from time to time, require the Subtenant to change the amount of insurance required by this Agreement and the Subtenant will, within 30 days of receiving such notice, cause the amounts to be changed and deliver to the Village a letter from its insurer certifying the change in the amount of insurance.
- (e) The Subtenant shall ensure that all policies of insurance pursuant to this Agreement are:
- (i) placed with insurers licensed in British Columbia;
  - (ii) are written in the name of the Subtenant and with the Village as additional insured, with loss payable to them as their respective interests may appear;
  - (iii) contain a cross liability clause and a waiver of subrogation clause in favour of the Village;

- (iv) primary and do not require the sharing of any loss by any insurer that insures the Village;
- (v) contain a clause to the effect that any release from liability entered into by the Village prior to any loss shall not affect the right of the Subtenant or the Village to recover;
- (vi) endorsed to provide the Village with 30 day's advance notice in writing of cancellation or material change; and
- (vii) otherwise on terms satisfactory to the Village, acting reasonably.

**25. Release** – The Subtenant hereby releases the Village and its elected officials, officers, employees, agents and others from and against all demands and claims, which the Subtenant may have, now or in the future, in relation to, the Water Lot or the Subtenant's use of the Water Lot.

**26. Indemnity** – Save and except for the negligence of the Village, its employees and contractors, the Subtenant will and hereby does indemnify and save harmless the Village from any and all liabilities, damages, costs, claims, suits or actions whatsoever in connection with or arising from:

- (a) any breach of any obligation set forth in this Agreement to be observed or performed by the Subtenant;
- (b) any act, omission, or negligence of the Subtenant, its members, officers, directors, employees, agents, contractors, subcontractors, invitees or others for whom it is responsible in law;
- (c) any damage to property occasioned by the Subtenant's use or operation of the Water Lot or the Improvements or any injury to person or persons, including death, resulting at any time from the Subtenant's use of the Water Lot or the Improvements; or
- (d) the granting of this Agreement.

**27. Survival of Indemnities** – The indemnities contained in this Agreement will survive the expiration or earlier termination of the Term.

**28. Notice** – Any notice, document or communication required or permitted to be given under this Agreement must be in writing and be delivered by hand, sent by ExpressPost or other form of registered mail, or sent by facsimile transmission:

Village of Harrison Hot Springs  
 Box 160, 495 Hot Springs Road, Harrison Hot Springs,  
 BC V0M 1K0  
 Attention: Corporate Officer

to the Subtenant:

Harrison Yacht Club  
 PO Box 396, Harrison Hot Springs, BC V0M 1K0  
 Attention: Treasurer

or to such other address or facsimile number of which notice has been given as provided in this section.

Any notice that is delivered by hand or sent by facsimile transmission is to be considered given on the day it is delivered or sent and any notice sent by ExpressPost or other form of registered mail is to be considered given 3 days after mailing, except that if, in any case, that day is not a business day, it is to be considered given on the next business day.

If normal mail service is interrupted by strike, slowdown, force majeure or other cause, then the party sending the notice, document or communication shall send such notice, document or communication by facsimile transmission in order to ensure its prompt receipt.

- 29. Notice of Default** – If the Subtenant breaches or fails to observe, comply with or perform any of its covenants, agreements or obligations under this Agreement, the Village may deliver to the Subtenant a notice of default (in the manner required herein for giving notices) stipulating that the default must be rectified or cured within 15 days of the notice if the default is non-payment of the Rent or Additional Rent and within 30 days of the notice for other defaults, or such shorter time as required by the Village in emergency or urgent circumstances, as determined by the Village in its sole discretion, acting reasonably, or where the Subtenant has failed to keep the Water Lot and the Improvements insured. If the default complained of (other than the payment of any money payable by the Subtenant under this Agreement) reasonably requires more time to cure than 30 days, the Subtenant will be deemed to have complied with the remedying of it if the Subtenant commences remedying or curing the default within 30 days and diligently completes the same.
- 30. Village's Right to Perform** – If the Subtenant fails to rectify or cure a default within the time and in the manner specified in a notice under section 29 and if the default is one that can be rectified or cured by the Village, the Village may, without further notice to the Subtenant, take all steps considered in its sole discretion necessary to rectify or cure the default and all costs of doing so, including the cost of retaining professional advisors, shall be payable immediately by the Subtenant as Additional Rent. Nothing in this Agreement obligates the Village to rectify or cure any default of the Subtenant but should the Village choose to do so, the Village shall not be liable to the Subtenant for any act or omission in the course of rectifying or curing or attempting to rectify or cure any default.
- 31. Distress** – If the Rent or Additional Rent payable by the Subtenant is in arrears, the Village or a person authorized in writing by the Village may enter upon the Water Lot and seize any goods or chattels and may sell the same.

**32. Provisos** – Provided always and it is hereby agreed that the Village may, without further notice to the Subtenant, terminate this Agreement and enter and take possession of the Water Lot if:

- (a) the Rent or any Additional Rent is unpaid within the time specified in section 29;
- (b) the Subtenant fails to observe, comply with or perform any of its covenants, agreements or obligations herein and the failure is not rectified or cured by the Subtenant within the time specified in section 29;
- (c) the Subtenant ceases to be a society in good standing with the Registrar of Companies, or if an order is made, a resolution passed or a petition filed for the Subtenant's liquidation or winding up, or if the Subtenant converts into a company in accordance with the *Society Act* without the Village's prior written consent;
- (d) the Subtenant uses or permits or suffers the use of the Water Lot for any purpose other than those permitted under this Agreement;
- (e) a writ of execution issues against the goods and chattels of the Subtenant, the Subtenant becomes insolvent or makes an assignment for the general benefit of its creditors, or if this Agreement is taken in execution or attachment by any person;
- (f) the parties fail to enter into the Land Lease on or before the first day of the Term or if the Land Lease terminates for any reason whatsoever

and the Subtenant will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under this section. If the Village terminates this Agreement, the Village retains the right to proceed at law against the Subtenant for all of the Rent and Additional Rent and other loss or damage and costs, including all prospective losses or prospective damages suffered or to be suffered by the Village arising from any default of the Subtenant under this Agreement.

**33. Remedies Cumulative** – The Village's remedies in this Agreement are cumulative and are in addition to any remedies of the Village at law or in equity.

**34. Dissolution** – If an order is made, a resolution passed or a petition filed for the dissolution, liquidation or winding up of the Subtenant or if a receiver or receiver-manager is appointed to administer or carry on the Subtenant's business, then at the option of the Village, the Rent, Additional Rent and all outstanding levies and charges shall become immediately due and payable and this Agreement shall immediately become forfeited and void and the Village may enter and take possession of the Water Lot.

- 35. Bankruptcy** – If this Agreement is at any time seized or taken in execution or in attachment by any creditor of the Subtenant, or if the Subtenant should become insolvent or make any assignment for the benefit of creditors, or commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankrupt petition is filed or presented against the Subtenant or the Subtenant consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging the Subtenant to be bankrupt under any law relating to bankruptcy and insolvency, then at the option of the Village, the Rent, Additional Rent and all outstanding levies and charges shall become immediately due and payable and this Agreement shall immediately become forfeited and void and the Village may enter and take possession of the Water Lot.
- 36. State of Water Lot at Termination** – The Subtenant shall cease all use and occupation of the Water Lot, at the expiry or earlier termination of this Agreement. The Subtenant shall leave the Water Lot in a clean, sanitary condition.
- 37. Legal Costs** – Each of the Village and the Subtenant is responsible for its own legal costs in relation to the preparation and negotiation of this Agreement.
- 38. Own Cost** – The Subtenant shall perform all of its obligations, covenants and agreements under this Agreement solely at its own cost.
- 39. Law to the Contrary** – This Agreement shall enure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.
- 40. Severance** – If any portion of this Agreement is held invalid by a 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 Agreement.
- 41. Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 42. No Waiver** – Waiver by the Village of any default by the Subtenant shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.
- 43. References** – Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so permits or requires.
- 44. Amendment** – This Agreement may not be modified or amended except by an instrument in writing signed by the Village and the Subtenant.
- 45. Remedies Not Exclusive** – No remedy conferred upon or reserved to the Village is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercise in any order or concurrently.

- 46. No Joint Venture** – Nothing in this Agreement shall constitute the Subtenant the agent, joint venturer or partner of the Village or give the Subtenant any authority or power to bind the Village in any way.
- 47. Merger of Interests** – In the event that the Village purchases the Province's ownership interest in the Water Lot during the term of the Head Lease, the parties agree that the Head Lease and the Village's ownership interest in the Water Lot will merge, but the landlord-tenant relationship created under this Agreement will remain, and this Agreement is intended to be read as a lease notwithstanding the sublease terminology employed herein.. For clarity, the Head Lease granted by the Province to the Village will be applicable to this Agreement to the extent of the description of the Subtenant's covenants under this Agreement. Further, the Agreement for the Sublease will be amended as follows:
- (a) sections 7, 61, and 63 will cease to apply.
- The parties further agree that nothing in this section obligates the Village to purchase the Province's ownership interest in the Water Lot and that the Subtenant is not relying on the Village to obtain ownership of the Water Lot.
- 48. Dispositions** – The Village reserves the right to grant rights of way, easements, covenants and other dispositions of the Water Lot or any part of it and the Subtenant shall execute any such document if requested by the Village.
- 49. Powers Preserved** – Nothing in this Agreement affects the right of the Village to exercise its powers within its jurisdiction.
- 50. Not For Profit Society** - The Subtenant represents and warrants to the Village that it is a not for profit society validly incorporated and in good standing under the laws of British Columbia and does not conduct its activities with a view to obtaining, and does not distribute profit or financial gain for its members.
- 51. Authority** – The Subtenant represents and warrants to the Village that it has full authority to enter into this Agreement and to carry out the actions contemplated herein, that all resolutions and other preconditions to validity have been validly adopted, and that those signing this Agreement on its behalf are authorized to bind the Subtenant by their signatures.
- 52. Enurement** – This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors.
- 53. Captions** – The captions appearing in this Agreement have been inserted for reference and as a matter of convenience and do not define, limit or enlarge the scope or meaning of this Agreement.

- 54. Interpretation** – Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context so requires.
- 55. Entire Agreement** – The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements where verbal or written between the parties with respect to the subject matter hereof. Upon execution of this Sublease by both parties, the Former Lease and the Term granted therein shall thereupon be immediately terminated.
- 56. Time of Essence** – Time is of the essence of this Agreement.
- 57. Further Assurances** – The parties shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Agreement.
- 58. Covenants and Conditions** – All of the provisions of this Agreement shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.
- 59. Interest** - If the Subtenant fails to pay any money due to the Village under this Agreement, the amount unpaid (including unpaid interest) shall bear interest at the rate of 21% per annum calculated monthly not in advance, from the date due until the date paid.
- 60. Exercise of Rights** - The determination of any state of facts, promulgation of any rules or regulations, or the taking of any other action or exercise of any other rights under the Head Lease which is permitted to the Province will, upon written notice to the Subtenant of such action or exercise, be binding upon the Subtenant.
- 61. Paramountcy of Head Lease** - To the extent that any right or benefit conferred by this Sublease contravenes or is incompatible with the Head Lease, such right or benefit will be amended or modified so as not to contravene or be incompatible with the Head Lease.
- 62. Execution** - This Sublease and all subsequent amendments to it are only binding on the Village and the Subtenant respectively, if in writing and executed by authorized signatories for the Village and the Subtenant and if executed copies thereof have been delivered to each party.
- 63. Subtenant's Breach** - If the Subtenant fails to perform any of its obligations herein, the Village will have all of the remedies against the Subtenant which the Head Landlord has under the Head Lease for a breach thereof, whether expressly set out in the Head Lease or arising in law or equity.
- 64. Successors and Assigns** - Except as otherwise provided herein, all of the rights and obligations of a party enure to the benefit of and are binding upon the successors and assigns of that party.
- 65. Schedule** - The Schedules to this Agreement form an integral part of this Agreement.

**66. Dispute Resolution** – Subject to section 61, the parties agree that both parties will use their best efforts to resolve any dispute or difference of opinion under or in connection with this Agreement by good faith, amicable negotiations, and shall provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations. If the dispute or difference of opinion is not resolved to the satisfaction of both parties within ten (10) business days of the commencement of negotiations, the parties may, upon the mutual agreement of both parties, submit the matter for mediation and/or arbitration. If the parties do not agree to mediation or arbitration, each party shall be free to commence litigation without further notice.

IN WITNESS WHEREOF the parties have executed this agreement as of the dates set out below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_ 2012.

**VILLAGE OF HARRISON HOT SPRINGS** )  
by its authorized signatories: )  
 )  
 )  
\_\_\_\_\_)  
Mayor )  
 )  
 )  
\_\_\_\_\_)  
Corporate Officer )

c/s

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2012.

**HARRISON YACHT CLUB** )  
by its authorized Signatory(ies): )  
 )  
 )  
\_\_\_\_\_)  
Name: )  
 )  
 )  
\_\_\_\_\_)  
Name: )

c/s

**SCHEDULE "A"**

**LEASE AQUATIC LANDS ("HEAD LEASE")**



Ministry of Environment, Lands and Parks

Lease Aquatic Lands

Lease No. 236755 File No. 2405876

THIS LEASE dated for reference the 2nd day of May, 1997.

IN PURSUANCE of the LAND ACT (Section 38) and the LAND TRANSFER FORM ACT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Environment, Lands and Parks, Parliament Buildings, Victoria, British Columbia

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

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

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter called the "Land");

NOW THEREFORE in consideration of the fee to be paid by, and the covenants of the Lessee, the parties agree as follows:

Article I - Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for commercial marina purposes.

Article II - Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of 30 years commencing on the 2nd day of May, 1997 (hereinafter called the Commencement Date").

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Article III - Fees

(3.01) YIELDING AND PAYING THEREFORE for the term the fees prescribed in the Fee Schedule attached.

Article IV - Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

- (a) to pay fees when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;
- (b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");
- (c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;
- (d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;
- (e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;
- (f) to use and occupy the Land in accordance with the provisions of this lease and any Special Proviso Schedule;
- (g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage, third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than \$1,000,000.00, PROVIDED, however that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;
- (h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;
- (i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change, except that when the Lessee is self-insuring this section shall not apply;
- (j) to indemnify and save the Lessor harmless against all loss, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of

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- (i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,
- (ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land, and the Lessor may add the amount of such loss, damages, costs and liabilities to the fees and the amount so added shall be payable to the Lessor immediately;
- (k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the *Builders Lien Act*, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;
- (l) on the expiration or earlier cancellation of this lease
  - (i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,
  - (ii) to restore the surface of the Land to the satisfaction of the Lessor, AND
  - (iii) notwithstanding section 4.01 (l)(i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed, and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;
- (m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;
- (n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Lessor;
- (o) not to dredge or significantly displace beach material on the Land without the prior written consent of the Lessor;
- (p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land.

**Article V - Assignment**

(5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior consent of the Lessor, such consent not to be unreasonably withheld.

**Article VI - Covenants of the Lessor**

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

**Article VII - Provisos**

(7.01) PROVIDED always and it is hereby agreed as follows:

- (a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only

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- subject to all of the terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;
- (b) title to and ownership of all buildings, structures and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;
  - (c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
  - (d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior written consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;
  - (e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;
  - (f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*;
  - (g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;
  - (h) this lease and the term herein granted is subject to:
    - (i) all subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act, or Water Act*, or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND
    - (ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 50 of the *Land Act*;
  - (i) the Lessee acknowledges and agrees with the Lessor that
    - (i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,
    - (ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,
    - (iii) he shall not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the right, privileges or interests described in subsections (d) and (h) of section 7.01, AND
    - (iv) all schedules attached to this lease form an integral part of this lease.

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**Article VIII - Events of Default**

- (8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that
- (a) if the Lessee shall default in the payment of any installment of fees, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;
  - (b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of fees or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;
  - (c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;
  - (d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; OR
  - (e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of fees or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

**Article IX - Security**

- (9.01) The security in the sum of \$0.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed, Provided, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection.
- (9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.
- (9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.
- (9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.

Lease Aquatic Lands

File No. 2405876

- (9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.04, cause the amount of security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

**Article X - Notice**

- (10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.
- (10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.
- (10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

**Article XI - Miscellaneous**

- (11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.
- (11.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.
- (11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.
- (11.04) Time is of the essence in this agreement.

**Article XII - Interpretation**

- (12.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- (12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions hereof.
- (12.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.





**BRITISH COLUMBIA**

Ministry of Environment, Lands and Parks

**Legal Description Schedule**

Lease No.

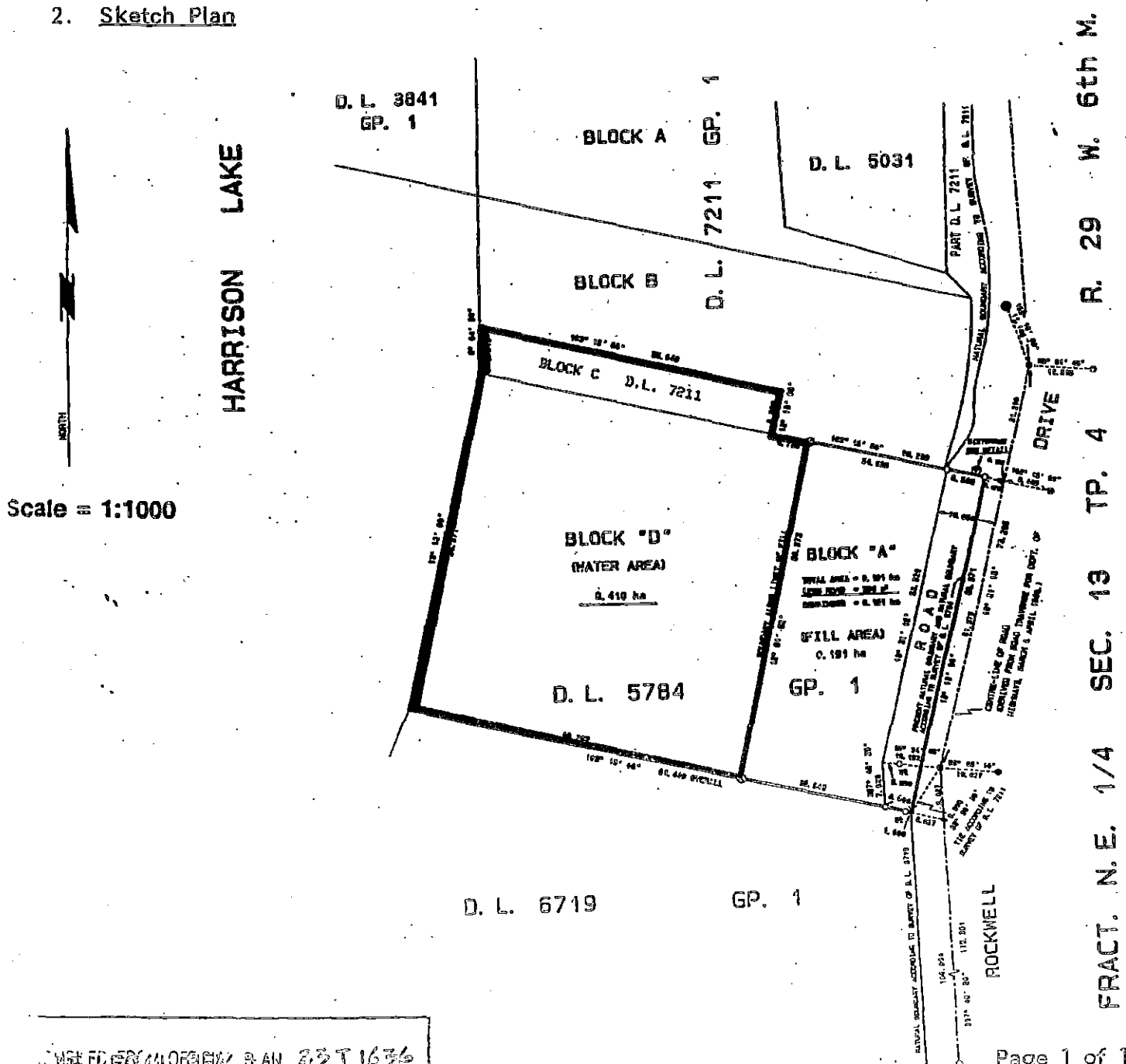
**236755**

File No. 2405876

1. Legal Description

Block D of District Lot 5784 and 7211, Group 1, New Westminster District, shown outlined on sketch below, containing 0.41 hectares.

2. Sketch Plan



FILED FROM PLAN 236755



**BRITISH  
COLUMBIA**

Ministry of  
Environment,  
Lands and Parks

**SPECIAL PROVISIO SCHEDULE**

Lease No.

**236755**

File No. 2405876

1. The Lessee shall:

- (a) not anchor or secure any buildings, structures or improvements on the Land except as shown in the Development Plan held on file at the office of the Owner;
- (b) not interrupt the movement of beach sedimentary material by water along the shoreline;
- (c) not construct a fence, bulkhead, groin, breakwater, floating boom or any structure by another name which acts in a like manner, on the Land, without the prior written consent of the Lessor;
- (d) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (e) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Waste Management Act*;
- (f) not use construction materials containing toxic substances, except in marine waters where the use of preservative-treated wood may be necessary;
- (g) in each and every year during the term of this Lease within 60 days of an anniversary of the Commencement Date deliver to the Lessor a Statutory Declaration containing:
  - (i) the amount of lineal footage of moorage space developed on the Land,
  - (ii) the monthly moorage charge per lineal foot for open moorage space,
  - (iii) the number of months, or portion thereof, the operation is open for business,
  - (iv) the ancillary uses in the operation,
  - (v) the amount of business generated during the months of closure.

2. ADDITIONAL PROVISOS

- (a) There are no Additional Provisos.



**BRITISH  
COLUMBIA**

Ministry of  
Environment,  
Lands and Parks

**FEE SCHEDULE**

Lease No.

**236755**

File No. 2405876

**FEE**

**1. The fee shall be:**

- (a) for the first year of the term a fee of \$1,293.00 payable in advance, on the Commencement Date; AND
- (b) during the balance of the term the sum of each of the annual fees determined under Sections 3 and 5 of this Schedule or \$500, whichever is the greater, payable in advance beginning on the first anniversary of the Commencement Date and thereafter on each anniversary of that date.

**MOORAGE AND ANCILLARY USE**

**2. In this schedule**

"Potential Gross Income From Moorage" = (amount of lineal footage of moorage space on the Land) x (monthly moorage charge per lineal foot for open moorage space) x (number of months, or portion thereof, operation is open for business).

"Rate" during the first 15 year term shall mean 3.5%.

- 3. The annual fee payable under this section shall be an amount equivalent to the product of the Potential Gross Income From Moorage multiplied by the Rate, LESS the Moorage Fee Discounts, if any.**

**NON-MOORAGE USES**

**4. In this Schedule**

"Land Value" means for the first five years of the term the value for the Land established by the Lessor prior to the Commencement Date and for the second five years of the term shall be subject to review by the Lessor prior to the sixth anniversary of the Commencement Date.

"Ratio" during each year of the term means the percentage fixed by the Lessor at his sole discretion.


- 5. The annual fee payable under this section shall be an amount equivalent to the product of the Land Value multiplied by the Ratio, LESS the Non-moorage Rental Discounts, if any.**

**OTHER**

FEE SCHEDULE

File No. 2405876

6. In the event the Statutory Declaration is delivered by the Lessee to the Lessor before the 60 day period referred to in the Special Proviso Schedule, the Lessor shall, not later than 15 days before the anniversary of the Commencement Date during each year of the term, give written notice to the Lessee specifying the annual fee payable under section (a) for the immediately succeeding year of the term.
7. If the Lessor does not give notice under section 6 the annual fee shall be equal to the annual fee calculated or in force during the immediately preceding year of the term.
8. If the Lessee fails to deliver the required Statutory Declaration to the Lessor before the 60 day period referred to in the Special Proviso Schedule, the Lessor may:
  - (a) enter upon the Land and do such things as are necessary to determine that information required by subsection 1 (g) of the Special Proviso Schedule; and
  - (b) based on the information determined under subsection 8(a) above, set the annual fee, retroactive to the last anniversary date of the Commencement Date.
9. The annual fee specified in a notice shall constitute conclusive evidence of the annual fee payable for the year of the term specified therein.

 <b>HARRISON HOT SPRINGS</b> <i>Naturally Refreshed</i>		<b>VILLAGE OF HARRISON HOT SPRINGS</b>  <b>POLICY</b>	
<b>POLICY NAME</b>		<b>POLICY NUMBER</b>	
<b>TRAVEL AND EXPENSE</b>		2.4	
		<b>DATE ADOPTED</b> August 23, 2006 <b>AMENDED</b> June 18, 2007 August 16, 2010 May 26, 2011 February 20, 2012	

**1. PURPOSE**

To establish policy and procedures to govern the reimbursement of expenses incurred by Village staff.

**POLICY**

The Village of Harrison Hot Springs shall reimburse staff when engaging in municipal business outside the village, attending conferences, courses or meetings.

**1.0 AUTHORITY**

- 1.1 Funding shall be identified for inclusion in the annual financial plan for staff attendance at training sessions, seminars, conferences, meetings etc
- 1.2 The Mayor shall have the authority to authorize the Chief Administrative Officer's attendance and the Chief Administrative Officer shall have authority to authorize staff's attendance for any purpose deemed to be for the improvement and good government of the Village of Harrison Hot Springs, subject to the necessary funds being available in the annual financial plan.

**2.0 ELIGIBLE EXPENSES**

**2.1 Travel and Transportation**

- 2.1 (i) the use of personal vehicles will be reimbursed at the rate of \$0.50 per km
- (ii) Councillors will be reimbursed for the difference of "pleasure use" and "business use" if the limits of use for municipal purposes is beyond "pleasure use."

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

## 2.2 Accommodations

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

## 2.3 Daily Expenses

- (i) Meals shall be reimbursed at the following rates:
  - a.) Breakfast           \$20.00
  - b.) Lunch                 \$30.00
  - c.) Dinner                \$40.00

**Receipts are not necessary.**

## 2.4 Hospitality Expenses

- (i) Officers may incur expenses other than provided for under this policy for hospitality purposes.
- (i) All claims for expenses incurred under 2.4 (i) must be submitted with written explanation on the receipts, including names of guests and purpose of meeting.

## 2.5 Other Expenses

- (i) Other allowable expenses as authorized by the Chief Administrative Officer. Claims must include details and supporting receipts.

## 3.0 PAYMENT PROCEDURE

- 3.1 (i) Except as provided in this section, all requests for reimbursement of expenses must be supported by receipts delivered to the attention of the Director of Finance.
- (ii) Receipts are not required for:
  - (a) Flat rate meal payments set out in section 2.3;
- (ii) Where a receipt was lost, or could not be obtained, the Director of Finance may reimburse an Officer or Employee if that person accompanies the request for reimbursement with a signed declaration that the expenditure was allowed under this policy and that the amount claimed is the actual cost of the expense.
- (iii) No claim will be processed and reimbursed if it is submitted more than six (6) months from the date the travel terminated.
- (iv) If the expense is authorized under this Policy, the Director of Finance may, upon request from an Officer or Employee, produce an advance allowance towards meals, accommodation and personal vehicle travel
- (v) No advance payment will be made more than seven (7) calendar days before the anticipated travel day.
- (vi) Where the amount of the actual expenses are less than the amount of the advance payment, the difference must be repaid to the Village within two (2) weeks of the date of return from the travel.





VILLAGE OF HARRISON HOT SPRINGS

POLICY

POLICY NAME	POLICY NUMBER
<b>COUNCIL REMUNERATION AND EXPENSE ALLOWANCE</b>	DATE ADOPTED

**1. PURPOSE**

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

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

**2. DEFINITIONS**

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

**3. REMUNERATION**

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

**4. EXPENSE ALLOWANCE**

- (1) Councillors are entitled to reimbursement of expenses incurred while representing the interests of the Village and/or in the performance of their duties as follows:

**(A) TRAVEL AND TRANSPORTATION**

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

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

**(B) ACCOMMODATIONS**

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

**(C) MEALS**

Councillors will be reimbursed for meals at the following rates:

Breakfast	\$20.00
Lunch	\$30.00
Dinner	\$40.00

**(D) ENTERTAINMENT EXPENSES**

- (i) Where the Mayor, or a Councillor authorized by Council, is required to entertain “official visitors” to the Village, the Mayor and/or Councillor will be entitled to reimbursement of actual costs.

- (ii) Where a Councillor attends a function or event in an official capacity any expenses associated with their attendance will be paid by the Village.

**5. PER DIEM ALLOWANCE**

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

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

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

**6. GENERAL**

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

