HARRISON HOT SPRINGS
Naturally Refreshed

VILLAGE OF HARRISON HOT SPRINGS
NOTICE OF MEETING AND AGENDA

REGULAR COUNCIL MEETING

Date: Monday, December 2, 2013
Time: 7:00 p.m.
Location: Council Chambers, 495 Hot Springs Road
Harrison Hot Springs, British Columbia

1. CALL TO ORDER		
Meeting called to order by Mayor Facio		
2. INTRODUCTION OF LATE ITEMS		
3. APPROVAL OF AGENDA		
4. ADOPTION OF COUNCIL MINUTES		
THAT the Regular Council Meeting Minutes of November 18, 2013 be adopted.		Item 4.1 Page 1
5. BUSINESS ARISING FROM THE MINUTES		
6. CONSENT AGENDA		
i. Bylaws		
ii. Agreements		
iii. Committee/ Commission Minutes		
iv. Correspondence	Letter received from the Honours and Awards Secretariat dated November 14, 2013 re: Order of British Columbia – 2014 Call for Nominations	Item iv. 1 Page 7
	Letter from Laurie Throness, MLA dated November 21, 2013 re: Flood Protection Program	Item iv.2 Page 9
	Letter from the District of Kent dated November 25, 2013 re: Youth Inclusion Program	Item iv.3 Page 13

7. DELEGATIONS	
Fraser Health – Brenna Ayliffe Re: Healthier Community Partnership Baseline Assessment	**Item 7. 1** **Page 15**
8. CORRESPONDENCE	
Letter from District of Kent dated November 25, 2013 Re: Core Review of the Agricultural Land Commission (ALC) and Agricultural Land Reserve (ALR)	**Item 8.1** **Page 17**
9. BUSINESS ARISING FROM CORRESPONDENCE	
10. REPORTS FROM COMMITTEES, COMMITTEE OF THE WHOLE AND COMMISSIONS	
11. REPORTS FROM MAYOR	
L. Facio - Verbal	
12. REPORTS FROM STAFF	
Report of Deputy Chief Administrative Officer – October 23, 2013 Re: Fraser Valley Regional Library Board representative and alternate **RECOMMENDATION:** THAT Council appoint Councillor Allan Jackson to fulfil the role as municipal director for the Fraser Valley Regional Library Board; THAT Council appoint Councillor Sonja Reyerse to fulfil the role as alternate municipal director for the Fraser Valley Regional Library Board.	**Item 12.1** **Page 19**
Report of Deputy Chief Administrative Officer – November 12, 2013 Re: Bylaw Enforcement Officer Service Agreement 2014 **RECOMMENDATION:** THAT the Bylaw Enforcement Officer Service Agreement 2014 report be received for information.	**Item 12.2** **Page 21**
Report of Deputy Chief Administrative Officer – November 12, 2013 Re: Janitorial Service Agreement 2014 **RECOMMENDATION:** THAT the Janitorial Service Agreement 2014 report be received for information.	**Item 12.3** **Page 27**

Report of Deputy Chief Administrative Officer – November 19, 2013
Re: Appointment of Chief Election Officer and Deputy Election Officer Election and Service Agreement for the 2014 general election.

Item 12.4
Page 33

RECOMMENDATION:

THAT Council appoint Joan Gordon as Chief Election Officer and Barb Ten Bos as Deputy Chief Election Officer for the conduct of the Local General Municipal Election to be held in November 2014; and

THAT a Service Agreement be entered into with remuneration of $4,200 for CEO and $1,500 for the DCEO.

Report of Deputy Chief Administrative Officer – November 20, 2013
Re: Appointment of new member to Communities in Bloom Committee

Item 12.5
Page 41

RECOMMENDATION:

THAT Council appoint Tegwyn Bakken as a member of the Communities in Bloom Committee.

Report of Deputy Chief Administrative Officer – November 27, 2013
Re: Section 90 *Community Charter* – Release of In Camera Meeting Minutes

Item 12.6
Page 43

RECOMMENDATION:

THAT the Special In-Camera meeting minutes of February 19 to 21, 2013 pertaining to subjects which are not covered under subsection 90(1) of the *Community Charter* be released to the public.

Report of Manager of Development Permit for 640 Hot Springs Road – November 20, 2013
Re: Amendment to Development Permit for 640 Hot Springs Road

Item 12.7
Page 45

RECOMMENDATION:

THAT Council issue Development Permit 01/2011, as amended, for a property legally described as Lot 15, Except firstly: Parcel A (Reference Plan 11753) and secondly: Parcel B (Reference Plan 15935); Section 12, Township 4, Range 29, West of the Sixth Meridian, New Westminster District Plan 5519. PID 011-150-891.

13. BYLAWS	
Report of Deputy Chief Administrative Officer – November 20, 2013 Re: Bylaw No. 1048, 2013 General Local Government Election Procedures **RECOMMENDATION:** THAT General Local Government Election Procedures Bylaw No. 1048, 2013 be given first, second and third reading.	**Item 13.1** **Page 53**
14. QUESTIONS FROM THE PUBLIC **(pertaining to agenda items only)**	
15. ADJOURNMENT	

4.1

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

DATE: November 18, 2013
TIME: 7:00 p.m.
PLACE: Council Chambers
495 Hot Springs Road, Harrison Hot Springs, BC

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

Chief Administrative Officer, Ian Crane
Deputy Chief Administrative Officer/CO, Debra Key
Manager of Development & Community Services, Lisa Grant

Recorder: Debra Key

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 Kiss
Seconded by Councillor Buckley

THAT the agenda be approved.

CARRIED UNANIMOUSLY

4. ADOPTION AND RECEIPT OF MINUTES

Moved by Councillor Buckley
Seconded by Councillor Jackson

THAT the minutes of the Regular Council Meeting of November 4, 2013, be adopted.

CARRIED UNANIMOUSLY

5. BUSINESS ARISING FROM THE MINUTES

None

6. CONSENT AGENDA

i. Bylaws

Financial Plan Bylaw No. 1045, 2013;

Water Treatment Reserve Fund Establishment Bylaw No. 1046; and

Sewage Treatment Plant Replacement Reserve Fund Temporary Borrowing Bylaw No. 1047, 2013

ii. Agreements

iii. Committee/ Commission Minutes

Communities in Bloom Committee Meeting Minutes of August 22, 2013.

iv Correspondence

Letter received from the Nature Trust of British Columbia dated October 2013

Moved by Councillor Jackson
Seconded by Councillor Buckley

THAT the correspondence and Committee meeting minutes be received and the bylaws on the Consent Agenda be adopted.

CARRIED UNANIMOUSLY

7. DELEGATIONS

Moved by Councillor Buckley
Seconded by Councillor Jackson

THAT the rules of procedure be waived to allow the delegation to speak for an additional 5 minutes.

CARRIED UNANIMOUSLY

Tourism Harrison – Robert Reyerse
Re: Tourism in the Harrison Area and Event Management

Robert Reyerse, Executive Director of Tourism Harrison presented a powerpoint overview of the Society's mandate and functions for 2013 including operations of the Tourist Information Centre, performance of Destination Marketing Organization activities and event coordination and management for events.

8. CORRESPONDENCE

Letter received from the City of Burnaby re: Renewal of Federal Gas Tax Agreement – UBCM Member survey dated October 28, 2013

9. BUSINESS ARISING OUT OF CORRESPONDENCE

None

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

None

11. REPORTS FROM MAYOR FACIO

- Attend the Agassiz/Harrison Community Services Strategic Breakfast on the Youth Inclusion Program.
- Attended the Royal Canadian Legion for Remembrance Day Ceremonies on November 22, 2013 and thanked Councillor Kiss for attending First Nations ceremony in Chilliwack on behalf of the Village.
- There is a potential listing of the Bull Trout under the South Coast British Columbia Populations as Special Concern under the *Species at Risk Act.*
- The BC Hydro ILM Project will be pile driving for towers near the Village boundary. Work is scheduled to take place Monday-Friday between 7:00 a.m. and 6:00 p.m. from November 15 to January 2014
- BC Ambulance is in the progress of trying to reduce the number of hours for call outs each year and are looking to have the BC Paramedics on the front line as opposed to relying on the First Responders.
- An Engineer from Ministry of Transportation was in Harrison last week and noted that there is no need to enlarge the school zone signs but has placed two orange flags on each sign to make them more visible to traffic.
- Agriculture Land Commission may be implementing some changes.

12. REPORTS FROM STAFF

Report of Deputy Chief Administrative Officer – October 23, 2013
Re: 2014 Regular Council Meeting Schedule

Moved by Councillor Jackson
Seconded by Councillor Buckley

THAT the Regular Council meeting scheduled for December 16, 2013 be cancelled; and

THAT the proposed Regular Council meeting schedule for 2014 be approved as submitted.

CARRIED UNANIMOUSLY

Report of Deputy Chief Administrative Officer – October 23, 2013
Re: Deputy Mayor Appointments

Moved by Councillor Buckley
Seconded by Councillor Reyerse

THAT the following members of Council be appointed as Deputy Mayor for 2014:

January – March	Councillor Sonja Reyerse
April – June	Councillor John Buckley
July – September	Councillor Zoltan Kiss
October – December	Councillor Allan Jackson

CARRIED UNANIMOUSLY

13. BYLAWS

None

14. QUESTIONS FROM THE PUBLIC

None

15. ADJOURNMENT

Moved by Councillor Buckley
Seconded by Councillor Kiss

THAT the meeting be adjourned at 7:38 p.m.

CARRIED UNANIMOUSLY

Leo Facio Mayor	Debra Key Corporate Officer

iv.1

Honours and Awards Secretariat

FILE #	DATE
0290-01	NOV 20/13
☐ CAO	☐ CO
☐ DCAO	☐ ADMIN/ FINANCE
☐ DIRF	☐ B/L ENF
☐ MGR REV SVCS	☑ MAYOR
☐ CEDO	☑ COUNCIL
☐ OP. MGR	
ITEM A B C	
COUNCIL AGENDA DATE December 2/13	
	INITIAL
(ITEMS: A-REQ, ACTION: B - INFO - WRESP; C - INFO ONLY)	

RECEIVED
NOV 20 2013
BY VILLAGE OF HARRISON HOT SPRINGS

November 14, 2013

His Worship Leo Facio and Councillors
Village of Harrison Hot Springs
Box 160
Harrison Hot Springs BC V0M 1K0

Dear Mayor and Councillors:

Re: Order of British Columbia ~ 2014 Call for Nominations

It is time once again to "call for nominations" for the Order of British Columbia, the highest honour the Province can bestow on its citizens for excellence and outstanding achievement. Anyone is welcome to nominate a deserving individual as candidate for appointment to the Order of British Columbia. I seek your assistance in informing your municipality about this opportunity to take part in the public recognition of its outstanding citizens. Could you bring this up at your next council meeting?

An independent Advisory Council chaired by the Chief Justice of British Columbia considers nominations to the Province's highest award for excellence and outstanding achievement. Three hundred and forty-five distinguished British Columbians have been honoured since 1990.

For your information, a report listing all of the recipients of the Order is available on our website http://www.orderofbc.gov.bc.ca. If you would like this report broken down by City/Town, please contact our office.

Nomination forms for the Order are available from the Honours and Awards Secretariat in Victoria, (250) 387-1616, or on the website: http://www.orderofbc.gov.bc.ca. Completed nominations must be received by the Secretariat by **March 7, 2014** to be considered. Nominations received after this will automatically be forwarded for consideration in 2015.

Your continuing support of the Order of British Columbia is very much appreciated.

Yours sincerely,

Karen Felker

Karen Felker
Coordinator

Telephone: 250 387-1616 Fax: 250 356-2814

P.O. Box 9422, Stn Prov Govt, Victoria, British Columbia, Canada V8W 9V1

iv.2

RECEIVED
NOV 25 2013

BRITISH
COLUMBIA

NOV 21 2013

Mr. Laurie Throness, MLA
Chilliwack-Hope
10 – 7300 Vedder Road
Chilliwack BC V2R 4G6

Dear Mr. Throness: Laurie

I am responding to your letter, received in my office on October 15, 2013, regarding support for the Village of Harrison Hot Springs' application to the Flood Protection Program (FPP) for funding to upgrade the Miami River Dike Pump Station.

As you may be aware, the FPP is the only provincial funding program available to local governments for permanent flood protection works. Access to the cost shared program is application based, typically over-subscribed and highly competitive.

I understand that the Village of Harrison Hot Springs has completed an application for funding under the most recent FPP application intake and that the information supplied by the proponent is thorough and up to date.

All applications are currently being evaluated by staff. The established approvals process requires review and recommendations by two separate committees of representatives from the provincial and federal government, and the Union of British Columbia Municipalities. All successful applicants will be notified prior to the start of the new fiscal year (April 1, 2014).

Thank you for writing.

Yours very truly,

Suzanne

Suzanne Anton QC
Attorney General
Minister of Justice

Ministry of Justice

Office of the Minister of Justice and Attorney General

Mailing Address:
PO Box 9044 Stn Prov Govt
Victoria BC V8W 9E2
e-mail: JAG.Minister@gov.bc.ca
website: www.gov.bc.ca/Justice

Telephone: 250 387-1866
Facsimile: 250 387-6411

Date: November 27, 2013

To: All LCLB staff
All Industry Associations
All Local Government, First Nations, and Police Agencies

Re: Liquor Auctions and private re-sale of liquor to Liquor Distribution Branch

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The purpose of this policy directive is to announce legislative and policy changes that permit non-profit organizations to hold liquor auctions to raise funds for charitable purposes. The change is a result of the proclamation of enabling amendments to the Liquor Control and Licensing Act (part of the Miscellaneous Statutes Amendment Act [2013], which received royal assent on March 14, 2013) and related recent amendments to the Liquor Control and Licensing Regulations to allow implementation of a liquor auction permit program. Related amendments allow for individual private re-sale of liquor to the Liquor Distribution Branch (LDB).

Background

Previously, the Liquor Control and Licensing Act did not provide clear authority for the sale of liquor by auction. Charitable, non-profit and community organizations were permitted only to auction gift baskets containing small amounts of liquor. Similarly, there was no clear provision for the individual private sale of liquor inventory to the LDB when a licensee closes or for the disposal of a private liquor collection.

1. Liquor Auctions

The following changes are **effective immediately**.

Only incorporated or unincorporated non-profit organizations may hold auctions to raise funds for charitable purposes.

Small volume liquor auctions – no permit required

Liquor may be auctioned without a permit as long as the auction involves only a small volume of liquor. The maximum quantities of liquor that can be auctioned without a permit are as follows:

- Up to 6 litres of spirits (e.g. up to eight 750 ml bottles); and
- Up to 18 litres of wine (e.g. up to twenty-four 750 ml bottles); and
- Up to 51.2 litres of beer, cider or coolers (e.g. up to 24 six-packs of 355 ml each).

The auction may offer up to these quantities for each type of liquor without a permit. The maximum quantities of liquor are not interchangeable (i.e. less of one category cannot be exchanged for more of another category).

Larger volume liquor auctions – permit required

A permit is required when the volume of liquor to be auctioned is:

- over 6 litres of spirits (e.g. more than eight 750 ml bottles); or
- over 18 litres of wine (e.g. more than twenty-four bottles of 750 ml each); or
- over 51.2 litres of beer, cider or coolers (e.g. more than 24 six-packs of 355 ml each).

Legislative and policy requirements for all liquor auctions

Liquor for auction events may be purchased for the event, donated by a manufacturer or agent who has purchased it from the LDB, donated by a licensee or donated by an individual. All types of liquor may be auctioned, as long as the liquor has been produced commercially. Homemade product and UBrew/UVin product may not be auctioned.

Liquor auctions may take place at special occasion licensed (SOL) events, and in unlicensed venues. Auctions are also permitted in most licensed establishments, with the exception of UBrew/UVin premises. Auctioned liquor must not be consumed at the site of the auction and must be removed by the successful bidder at the end of the auction event. The occurrence of an auction event in a licensed establishment or at a SOL event does not affect regular liquor service at that establishment or SOL event.

Auction events at a single location may not exceed 30 days. A period of thirty days is required as a separation between the end of one auction event and the commencement of another auction event held by the same organization.

If minors are currently legally permitted to be on the premises where the auction is held, they may attend an auction, as long as they do not possess or consume liquor at the event. Minors may not participate in an auction other than to deliver a lot to a successful bidder or to assist a successful bidder in carrying the liquor out to a means of transport.

Organizations holding liquor auctions may advertise, in any medium:

- information about the event at which the auction will be held;
- the types, brands, and amounts of auction liquor; and
- the name, purpose and contact information of the organization holding the auction, including a reference to liquor if it is part of the name of the charitable fundraiser or event (e.g. "the Specialty Beer Club" or "the Okanagan Regional Wine Festival").

Auction holders may advertise on the internet, but the auction itself must take place at a physical event location. "Virtual" or online auctions are not permitted.

Charitable fundraisers must ensure auction participants are made aware of the charitable purpose of the auction event before bidding commences.

Successful bidders must sign an acknowledgement that the liquor may not have been tested and that the LCLB or LDB is not responsible for the quality of the auctioned liquor.

2. Private re-sale of liquor to the Liquor Distribution Branch

Effective immediately, the new legislation provides clear authority for the Liquor Distribution Branch, through the LDB Private Wine Cellar Sale Policy, to facilitate the sale of liquor from estate sales, the sale of private wine collections, and the disposal of liquor inventory where a licensed establishment is no longer in operation.

FURTHER INFORMATION

Further information regarding liquor control and licensing in British Columbia is available on the Liquor Control and Licensing Branch website at www.pssg.gov.bc.ca/lclb. If you have any questions regarding these changes, please contact the Liquor Control and Licensing Branch toll free in Canada at 1-866-209-2111 or 250-952-5787 if calling from the Victoria area.

Original signed by:

Douglas Scott
Assistant Deputy Minister and General Manager

iv.3

DISTRICT OF KENT AGASSIZ

7170 Cheam Avenue
P.O. Box 70
Agassiz, British Columbia
Canada V0M 1A0

Tel: (604 796-2235
Fax: (604) 796-9354
Web: www.district.kent.bc.ca

November 25, 2013

FILE: 0400-40

The Honourable Steven Blaney
Minister of Public Safety and Emergency Preparedness
House of Commons
Ottawa, Ontario K1A 0A6

Dear Minister Blaney:

RE: Youth Inclusion Program (YIP)

The District of Kent is situated in the Eastern Fraser Valley in British Columbia. It is a rural agricultural area with the small town of Agassiz at its centre. We have a population of just over 5,000 people. There are two federal correctional institutions located in our community, Kent and Mountain. While these institutions do contribute economically in terms of taxation to our area there is also impact on the social fabric that we often don't realize.

In 2009, Agassiz-Harrison Community Services, a non-profit organization was successful in its funding application to establish a Youth Inclusion Program (YIP). The funding source was the National Crime Prevention Centre of Public Safety Canada and the program is a crime prevention initiative targeted towards youth between 8 to 18 years old with social challenges.

Over the past four and a half years the program has grown and is generating many success stories. The evidence is obvious and the independent evaluation reports confirm positive results.

Unfortunately, the YIP comes to an end in July 2014 because that is when funding runs out.

All at Agassiz-Harrison Community Services are working hard to seek out other funding sources. This is challenging since achieving commitments for the long term is problematic. Our small rural municipality simply does not have the tax base to take this on. We are committed to participating where we can on an in-kind basis.

Because of the YIP's success to date and the service the program provides, we know that if resources are not committed to prevention, the Canadian taxpayer will be on the hook for exponentially more in bearing costs of incarceration.

We would like your Ministry and the Federal Government to give thoughtful consideration toward participating in continuing this invaluable initiative in a sustainable manner.

I would very much like to invite representatives from your Ministry to meet with me and have an opportunity to learn more about the positive work being done with at risk youth in our District.

Sincerely,

J. Van Laerhoven

John Van Laerhoven
MAYOR

Pc: Mr. Mark Strahl, MP, Chilliwack-Fraser Canyon
Mr. Laurie Throness, MLA, Chilliwack-Hope
Ms. Christy Clark, Premier of BC
Mr. Peter German, Deputy Commissioner (Pacific), Correctional Service Canada

7.1

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.

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: November 12, 2013 Requested Meeting Date: [redacted]

Organization Name (if applicable): Fraser Health

Name of Presenter: Brenna Ayliffe

Name of Applicant if Other than Above:

Contact Phone Number & E-Mail: 6043167614 brenna.ayliffe@fraserhealth.ca

Mailing Address with Postal Code: 45470 Menholm Rd Chilliwack V2P 1N6

Audio/Visual requirements: power point projector, laptop

Topic: Healthier Community Partnership Baseline Assessment

Action you wish Council to take: Identify potential strategies on which to work, in partnership with FH and community stakeholders, to promote health within HHS.

S:\Reception\Forms\COUNCIL\request for delegation.doc

DISTRICT OF
KENT
AGASSIZ

7170 Cheam Avenue
P.O. Box 70
Agassiz, British Columbia
Canada V0M 1A0

Tel: (604 796-2235
Fax: (604) 796-9854
Web: www.district.kent.bc.ca

November 25, 2013

FILE: 0400-20

Honourable Bill Bennett
Minister of Energy and Mines and
Minister Responsible for Core Review
P.O. Box 9060 – Stn Prov Govt
Victoria, BC V8W 9E3

Honourable Pat Pimm
Minister of Agriculture
P.O. Box 9043
Stn Prov Govt
Victoria, BC V8W 9E2

Dear Minister Bennett and Minister Pimm:

Re: Core Review of the Agricultural Land Commission (ALC) and Agricultural Land Reserve (ALR)

At its Regular Meeting held November 12, 2013 Council received correspondence from the BC Food Systems Network with respect to the Core Review process of the Agricultural Land Commission (ALC) and Agricultural Land Reserve (ALR).

As a result of this information, Council passed the following resolution:

> *"THAT letters be forwarded to Ministers Bill Bennett and Pat Pimm supporting the independence of the Agricultural Land Commission (ALC) as a Provincial agency responsible for the Province's land use zone in favour of agriculture to fulfill its mandate; and*
>
> *THAT Council reaffirms its support for the preservation of farmland in the Province's Agricultural Land Reserve (ALC); and further*
>
> *THAT if another review of the ALC and the ALR is deemed important by the Provincial Government, a substantially longer period be afforded to local governments and the public to provide input".*

Over the years the District of Kent has worked closely with ALC staff on numerous agricultural related issues and we value the importance of this relationship so we may effectively address future challenges.

In addition to our request for an appropriate consultation process, we are hopeful that any proposed changes to the ALC would include increased funding for additional ALC staff needed to help address ALR land use and enforcement matters facing our communities.

Sincerely,

J. Van Laerhoven

John Van Laerhoven
MAYOR

Pc: Ms. Christy Clark, Premier
Mr. Laurie Throness, MLA Chilliwack-Hope
UBCM Members

HARRISON HOT SPRINGS
Naturally Refreshed

VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: **Mayor and Council** **DATE: October 23, 2013**

FROM: **Debra Key, Deputy Chief Administrative Officer/CO** **FILE: 7960-20-01**

SUBJECT: **Appointment of Fraser Valley Regional Library Board representative and alternate for 2014**

ISSUE:

Appointment of a municipal representative and alternate to the Fraser Valley Regional Library Board for 2014.

BACKGROUND:

Pursuant to section 35 of the *Library Act*, the local government may appoint a representative from Council to be a member of the library board. A new appointment is required each December at the first meeting of Council.

RECOMMENDATION:

THAT Council appoint Councillor Allan Jackson to fulfil the role as municipal director for the Fraser Valley Regional Library Board for 2014; and

THAT Council appoint Councillor Sonja Reyerse to fulfil the role as alternate municipal director for the Fraser Valley Regional Library Board for 2014.

Respectfully submitted for your consideration;

Debra Key
Deputy Chief Administrative Officer/CO

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

Ian Crane
Chief Administrative Officer

FVRL
FRASER VALLEY REGIONAL LIBRARY

Administrative Centre | 34589 Delair Road | Abbotsford, BC | V2S 5Y1
Tel: 604-859-7141 | Toll-free: 1-888-668-4141 | Fax: 604-852-5701

November 14, 2013

Dear Local Government Members of Fraser Valley Regional Library:

I am writing to offer a friendly reminder about appointing your local government's 2014 representative and alternate to the Board of Fraser Valley Regional Library.

According to the *Library Act*:

- regular appointments to FVRL's Board are to be made "each December at the first meeting of the municipal council or regional district board;"
- "a member of the library board holds office for a term of 1 year;" and
- "a member is eligible for reappointment, but no member may serve for more than 8 consecutive years."

The first 2014 FVRL Board meeting is planned for **Wednesday, January 22, 2014**, and will include the election of officers. The meeting will be held at FVRL's Administrative Centre, 34589 DeLair Road, Abbotsford, beginning at 9:00 a.m. A continental breakfast is provided at 8:30 a.m. and the meeting typically concludes around 11:00 a.m.

Would you please send to my attention a confirmation of your 2014 Board representative and alternate appointments? Kindly send this information via mail, fax, or email **not later than December 31, 2013** to the address above, by fax to 604-859-4788, or by email to irene.geng@fvrl.bc.ca.

If I can be of further assistance to you on this matter, feel free to contact me.

Yours truly,

Irene Geng

Irene Geng
Office of the Chief Executive Officer

HARRISON HOT SPRINGS
Naturally Refreshed

VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: **Mayor and Council** **DATE: November 12, 2013**

FROM: **Debra Key**
Deputy Chief Administrative Officer/CO
FILE: 2320-20-04

SUBJECT: Bylaw Enforcement Officer Service Agreement 2014

ISSUE:

A new service agreement with 0900571 BC Ltd. for bylaw enforcement services.

BACKGROUND:

Devlin Onucki has been providing bylaw enforcement services for the Village of Harrison Hot Springs since 2009. The 2013 expires January 1, 2014. The Village is very pleased with the service being provided and is desirable to continue receiving service from 0900571 BC Ltd.

Pursuant to s. 9 of the Delegation Bylaw No. 1041, staff has negotiated with 0900571 BC Ltd. and will enter into a new Agreement for a term January 1, 2014 to December 31, 2016.

RECOMMENDATION:

THAT the Bylaw Enforcement Officer Service Agreement 2014 report be received for information.

Respectfully submitted for your
Consideration;

Debra Key
Deputy Chief Administrative Officer/CO

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

Ian Crane
Chief Administrative Officer

HARRISON HOT SPRINGS
Naturally Refreshed

VILLAGE OF HARRISON HOT SPRINGS

THIS AGREEMENT is dated for reference this day of , 2014.

BETWEEN:

VILLAGE OF HARRISON HOT SPRINGS
(the "Village")

-and-

0900571 BC LTD
(DEVLIN ONUCKI)

SERVICE AGREEMENT

WHEREAS the Contractor is contracted by the Village pursuant to this Service Agreement to provide bylaw enforcement services;

AND WHEREAS the Contractor and the Village wish to enter into a Service Agreement to govern their relationship;

NOW THEREFORE in consideration of the covenants herein contained, the parties hereto agree as follows:

1. TERM OF AGREEMENT

1.1 This contract is for the period January 1, 2014 to December 31, 2016, unless renewed or extended for a term as mutually agreed to by the parties.

1.2 This agreement is for services of the Contractor as an independent Contractor only and nothing in this agreement is to be construed as creating a partnership or employment relationship between the Contractor and the Village.

2. CONTRACT SERVICE

2.1 The contractor will:

a. investigate, report, resolve violations, issue warnings and bylaw enforcement notices for municipal bylaws, including but not limited to, streets and traffic,

unsightly premises, signs, loitering, public nuisances, noise, building, animal control and solid waste;

b. prepare and maintain proper records and submit monthly activity reports;

c. enter bylaw offence notice information data into the Upper Fraser Valley Bylaw Notification System;

d. liaise with the Upper Fraser Valley Bylaw Notification System Coordinator;

e. interpret, explain and enforce Village bylaws to the public;

f. handle correspondence, enquiries and complaints regarding bylaws and other regulations;

g. discuss and recommend legal action on infractions with the Chief Administrative Officer;

h. prepare information for prosecutions and give evidence in Court if required;

i. attend adjudication hearings to represent the Village;

j. ensure close liaison with the RCMP, Fraser Health Department and other outside agencies;

k. notify Police when their intervention is necessary;

l. implement a preventative system of bylaw enforcement that includes taking initiative on apparent and known infractions before they trigger public complaints;

m. provide input and make recommendations concerning existing and future bylaws of the Village;

n. monitor premises that have been identified pursuant to the Nuisances, Noxious or Offensive Trades, and Health and Safety Risks Bylaw (grow-ops)

o. perform inspections and regulatory work related to enforcement of the bylaws of the Village.

p. advise Village staff of unattended canines and make arrangements for transport of animals to the Pound;

q. recruit, hire and train additional officers as required

2.2 The Contractor must provide the following:

i. Vehicle, insurance and valid BC Drivers Licence
ii. Uniform that clearly identifies the position as Bylaw Enforcement Officer
iii. Comprehensive general liability insurance
iv. Valid RCMP Security Clearance
v. Current Village Business Licence
vi. Cell phone and email contact
vii. Digital camera
viii. Stationary supplies
ix. Computer
x. Bicycle
xi. Excellent conflict resolution skills
xii. Be physically fit

2.3 The hours of enforcement services shall be at the discretion of the Contractor to effectively respond to bylaw enforcement issues. During the period May 1st to the September labour day weekend, the Contractor will provide seven (7) hour day coverage.

2.4 The Village shall provide:

i. work space
ii. file storage space
iii. bylaw offence notices
iv. copies of relevant bylaws
v. dog restraint equipment
vi. clerical assistance/management of Adjudication system
vii. assistance processing BNEB infractions

The Village will ensure the Contractor is assisted by Village staff to transport animals to a shelter or kennel.

3. **INDEMNIFICATION**

3.1 Notwithstanding any provision herein contained to the contrary, the Contractor shall indemnify and save harmless the Village of and from all fines, suits, claims, demands, actions, costs charges and expenses of any nature or kind for which the Contractor may become liable or which the Contractor may suffer or incur by reason of:

a) any breach, violation or non-performance by the Contractor of any covenant, term or provision contained herein;

4. CONSIDERATION

4.1 The Contractor shall receive $32,800.00 per annum (not including applicable taxes) and on January 1st of each year the remuneration will increase by 2%.

Commencing January 1, 2014, and each January 1st thereafter, for the term of the agreement, the Contractor will receive a retainer of $2,500 which will be deducted from the total annual payment.

4.2 The Contractor shall submit to the Village an invoice for work on a monthly basis or as otherwise mutually agreed to.

5. TERMINATION OF AGREEMENT

5.1 Either party may give sixty (60 days) notice to the other party, to terminate or suspend all, or any part of the bylaw enforcement services. If either party terminates or suspends all or part of the services under this section, the Contractor may deliver an invoice to the Village for the period of service up to the termination of the agreement. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of opportunity, directly or indirectly arising out of termination or suspension of all, or any part, of the services.

IN WITNESS WHEREOF the parties have caused this agreement to be executed this _____day of _____, 2014.

_____
Mayor

_____
0900571 BC LTD
(DEVLIN ONUCKI)

_____
Corporate Officer

HARRISON HOT SPRINGS
Naturally Refreshed

VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: **Mayor and Council** **DATE: November 12, 2013**

FROM: **Debra Key**
Deputy Chief Administrative Officer/CO
FILE: 2320-20-02

SUBJECT: Janitorial Service Agreement 2014

ISSUE:

A new service agreement with Murray's Janitorial Services for janitorial services.

BACKGROUND:

Murray's Janitorial Service has been providing janitorial service for the Village since 2011. The 2013 agreement expires December 31, 2013. The Village is very pleased with the service being provided and is desirable to continue receiving service from Murray's Janitorial Service.

Pursuant to s. 9 of the Delegation Bylaw No. 1041, staff has negotiated with Murray's Janitorial Service and will enter into a new Agreement for a term January 1, 2014 to December 31, 2016.

RECOMMENDATION:

THAT the Janitorial Service Agreement 2014 report be received for information.

Respectfully submitted for your
Consideration;

Debra Key
Deputy Chief Administrative Officer/CO

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

Ian Crane
Chief Administrative Officer

HARRISON HOT SPRINGS

Naturally Refreshed

VILLAGE OF HARRISON HOT SPRINGS

THIS AGREEMENT is dated for reference this _____ day of _____, 2014.

BETWEEN:

VILLAGE OF HARRISON HOT SPRINGS
495 Hot Springs Road, P.O. Box 160
Harrison Hot Springs, BC V0M 1K0

(the "Village")

- and-

MURRAY'S JANITORIAL SERVICES
Murray Bergen
PO Box 386
Agassiz, BC V0M 1A0

SERVICE AGREEMENT

WHEREAS the Contractor is contracted by the Village pursuant to this Service Agreement to provide janitorial services for the Village of Harrison Hot Springs.

AND WHEREAS the Contractor and the Village wish to enter a Service Agreement to govern their relationship;

AND WHEREAS in consideration of the covenants herein contained, the parties hereto agree as follows:

1) The term of the agreement shall begin on January 1, 2014 and shall terminate December 31, 2016 unless extended or renewed for a term as mutually agreed to by the parties.

2) This agreement is for services of the Contractor as an independent Contractor only and nothing in this agreement is to be construed as creating a partnership or employment relationship between the Contractor and the Village.

3) The Contractor shall provide all janitorial supplies and equipment in order to perform the services as required.

4) **CONTRACTOR COVENANTS**

a) The Contractor shall:

i) Perform or carry out all necessary functions of this agreement and to carry out the work on the sites in a professional manner;

iii) Notify the Village immediately in the event of any accident, or unsafe conditions apparent.

iv) The Contractor shall not, during the period of time the Contractor is performing the services, acquire any interest, direct or indirect, which would, in the reasonable opinion of the Village, give rise to a conflict of interest between the obligations of the Contractor to the Village under this agreement and the obligations of the Contractor to any other person, firm or corporation.

b) The Village has the right to inspect any of the premises and work of the Contractor at any time.

c) The Contractor shall provide janitorial services at the Village Office, Office Portable and Public Works Office.

d) The Contractor must ensure all of the facilities are clean and presentable for public and employee use at all times. For the Contractor's information, the Village's standard for washroom and facility cleanliness is as follows:

i. daily cleaning all toilets, urinals and showers with appropriate cleaning supplies;
ii. daily wash/wipe walls around sinks, toilets and urinals;
iii. daily removal of garbage and recyclables;
iv. twice weekly cleaning of all public entrance and lobby areas;
v. twice weekly sweeping of all sidewalks and outside walkways adjacent to facilities;
vi. twice weekly sweeping and washing floors and vacuuming all carpets
vii. twice weekly dusting all furniture, tables, equipment and fixtures;
viii. weekly wash/wipe walls, ceilings and windows;
ix. all carpets shall be professionally cleaned in mid spring and mid September
x. strip, wax or treat hardwood in mid spring and mid September;
xi. checking and replenishing all supplies as required

e) The Contractor shall ensure that for the period of:

i. May 1st to September 30th the public beach washrooms are closed and locked at 9:00 p.m.

ii. October 1st to April 30th the public beach washrooms are closed and locked at 5:00 p.m.

5) **INDEMNIFICATION**

Notwithstanding any provision herein contained to the contrary, the Contractor shall indemnify and save harmless the Village of and from all fines, suits, claims, demands, actions, costs charges and expenses of any nature or kind for which the Contractor may become liable or which the Contractor may suffer or incur by reason of:

a) any breach, violation or non-performance by the Contractor of any covenant, term or provision contained herein;

b) the presence of the Contractor's equipment or any and all work undertaken by the Contractor on the site.

6) **LIABILITY**

The Contractor shall be liable to the Village for all loss, damages and expenses which the Village may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of the Contractor, its servants, agents, contractors or employees in respect of the Contractor's use of the site area or by reason of this Agreement.

7) **INSURANCE**

The Contractor shall maintain, at all times during the term of this agreement, commercial general liability and property damage insurance against claims for personal injury, death or damage to property arising out of any of the omissions or errors of the Contractor or any of his agents, employees or servants. The commercial general liability insurance shall be maintained at two million dollars ($2,000,000.00), for any one loss minimum, and the Village shall be named as an additional insured in the policy.

The Contractor shall provide proof of comprehensive general liability and property damage insurance for the duration of the agreement upon execution of the agreement.

8) **CRIMINAL RECORDS CHECK**

The Contractor and any of its employees are required to supply the Village with a complete Level I Criminal Records Check.

9) **RESPONSIBILITY AND CONFIDENTIALITY OF JANITORIAL CONTRACTOR**

The janitorial contractor shall advise the Corporate Officer of the name, address, telephone number and age (must be 16 years of age or older) of any person working with or for the Contractor in any capacity under this contract. Training and supervision of personnel is the responsibility of the Contractor.

Keys for municipal buildings shall be distributed to the Contractor by the Village upon satisfactory provision of above information and documents. Under no circumstances shall any keys be copied.

10) The Contractor and any of its employees must be bondable.

11) **CONSIDERATION**

In consideration of providing the services contained in Section 4, the Contractor shall receive $16,127.00 per annum plus applicable tax.

Payments shall be paid out in equal monthly payments. The Contractor will submit an invoice prior to the end of each month.

13) **TERMINATION OF AGREEMENT**

Either party may, by giving thirty (30) days notice to the other party, terminate or suspend all or any part of the contracted services. If either party terminates or suspends all or part of the contracted services under this section, the Contractor may deliver an invoice to the Village for the period of service up to the termination of the agreement.

The Contractor is not entitled to, and irrevocably waives and releases all claims for damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all or any part of the contracted services.

IN WITNESS WHEREOF the parties have caused this agreement to be executed this _____day of _____, 2014.

VILLAGE OF HARRISON HOT SPRINGS

_____
Mayor

_____
MURRAY'S JANITORIAL SERVICES

_____
Corporate Officer

12.4

HARRISON HOT SPRINGS
Naturally Refreshed

VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: **Mayor and Council** **DATE: November 19, 2013**

FROM: **Debra Key**
Deputy Chief Administrative Officer/CO
FILE: 2320-20-08

SUBJECT: **Appointment of Chief Election Officer and Deputy Election Officer Election and Service Agreement for the 2014 general election**

ISSUE:

The appointment of a Chief Election Officer and Deputy Chief Election Officer to conduct the General Local Government Election to be held in November 2014.

BACKGROUND:

For 2008 and 2011 Council appointed individuals to act as Chief Election Officer (CEO) and Deputy Chief Election Officer (DCEO) for the general municipal elections and entered into agreements to provide elections service. The CEO was also appointed to conduct the by-election that was held in May of 2012.

The previous CEO and Deputy CEO have both declined to conduct the elections for 2014. Staff has contacted several individuals experienced in conducting municipal elections to canvas either availability or willingness to conduct the elections for the Village.

Staff has met with two individuals that have expressed interest in conducting the elections for 2014. Ms. Joan Gordon is very experienced at the federal, provincial and municipal levels and Ms. Barb Ten Bos has experience in provincial and municipal elections.

Pursuant to s. 41(1) of the *Local Government Act*, local governments must appoint a Chief Election Officer and Deputy Chief Election Officer for the conduct and administration of the municipal election.

In conjunction with the appointment of a CEO and DCEO, a service agreement will be entered into with Ms. Gordon and Ms. Ten Bos for conduct and administration of the general election.

RECOMMENDATION:

THAT Council appoint Joan Gordon as Chief Election Officer and Barb Ten Bos as Deputy Chief Election Officer for the conduct of the Local General Municipal Election to be held in November 2014; and

THAT a Service Agreement be entered into with remuneration of $4,200 for CEO and $1,500 for the DCEO.

Respectfully submitted for your consideration;

Debra Key
Deputy Chief Administrative Officer/CO

DIRECTOR OF FINANCE COMMENTS:

Dale Courtice
Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

Ian Crane
Chief Administrative Officer

THIS AGREEMENT is dated for reference this ___ day _____ of, 2014

BETWEEN:

VILLAGE OF HARRISON HOT SPRINGS
(the "Village")

-and-

JOAN GORDON

(the "Contractor")

SERVICE AGREEMENT

WHEREAS the Contractor is contracted by the Village pursuant to this Service Agreement to provide elections administration services;

AND WHEREAS the Contractor and the Village wish to enter a Service Agreement to govern their relationship;

NOW THEREFORE in consideration of the covenants herein contained, the parties hereto agree as follows:

1. TERM OF AGREEMENT

1.1. This contract is for the period of July 1, 2014 to December 31, 2014.

2. This agreement is for services of the Contractor as an independent Contractor only and nothing in this agreement is to be construed as creating a partnership or employment relationship between the Contractor and the Village.

2. CONTRACT SERVICE

2.1 The Contractor will:

a. perform or carry out all necessary functions and statutory duties of Chief Election Officer as mandated by the *Local Government Act* of British Columbia, and to carry out the work in a orderly and unbiased manner;

b. not act on or commence any activity, other than those clearly identified in this agreement, without prior approval of the Village;

c. notify the Village immediately in the event of any accident, or unsafe working conditions apparent;

d. Supervise the duties and responsibilities of the Deputy Chief Election Officer and appointment of election officials required for the administration and conduct of the election.

3. The Contractor has not, and shall not, during the term, acquire any interest, direct or indirect, which would, in the reasonable opinion of the Village, give rise to a conflict of interest between the obligations of the Contractor to the Village under this agreement and the obligations of the Contractor to any other person, firm or corporation.

4. The Village shall provide:

- stationery supplies including forms and ballots,
- file storage space,
- copies of relevant bylaws
- ballot boxes, voting booths, pencils, pens, signs
- polling locations
- clerical support
- election officials for General Voting Day, Advanced and Special Voting opportunities, where necessary
- required election advertising
- work space as required
- mileage expenses at the Village employee's rate for mileage incurred as a result of carrying out the duties of CEO
- registration costs to attend an elections seminars/workshops

5. The Contractor shall:

- Train a Deputy Chief Election Officer and additional election officials as required.

6. **INDEMNIFICATION**

6.1 Notwithstanding any provision herein contained to the contrary, the Contractor shall indemnify and save harmless the Village of and from all fines, suits, claims, demands, actions, costs charges and expenses of any nature or kind for which the Contractor may become liable or which the Contractor may suffer or incur by reason of:

a) any breach, violation or non-performance by the Contractor of any covenant, term or provision contained herein;

7. **CONSIDERATION**

7.1 The Contractor shall receive $4,200 for the services of the Chief Election Officer. Remuneration will be paid at the end of the term of the contract.

8. **TERMINATION OF AGREEMENT**

8.1 Either party may give sixty (60 days) notice to the other party, to terminate or suspend all, or any part of the election services. If either party terminates or suspends all or part of the services under this section, the Contractor may deliver an invoice to the Village for the period of service up to the termination of the agreement. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all, or any part, of the services.

IN WITNESS WHEREOF the parties have caused this agreement to be executed as of the day and year above first written.

Joan Gordon	Mayor
	Corporate Officer

THIS AGREEMENT is dated for reference this ___ day of _____, 2014

BETWEEN:

VILLAGE OF HARRISON HOT SPRINGS
(the "Village")

-and-

BARB TEN BOS

(the "Contractor")

SERVICE AGREEMENT

WHEREAS the Contractor is contracted by the Village pursuant to this Service Agreement to provide elections administration services;

AND WHEREAS the Contractor and the Village wish to enter a Service Agreement to govern their relationship;

NOW THEREFORE in consideration of the covenants herein contained, the parties hereto agree as follows:

1. TERM OF AGREEMENT

1.1. This contract is for the period of July 1, 2014 to December 31, 2014.

2. This agreement is for services of the Contractor as an independent Contractor only and nothing in this agreement is to be construed as creating a partnership or employment relationship between the Contractor and the Village.

2. CONTRACT SERVICE

2.1 The Contractor will:

a. perform or carry out all necessary functions and statutory duties of Deputy Chief Election Officer as mandated by the *Local Government Act* of British Columbia, and to carry out the work in a orderly and unbiased manner;

b. not act on or commence any activity, other than those clearly identified in this agreement, without prior approval of the Village;

c. notify the Village immediately in the event of any accident, or unsafe working conditions apparent;

3. The Contractor has not, and shall not, during the term, acquire any interest, direct or indirect, which would, in the reasonable opinion of the Village, give rise to a conflict of interest between the obligations of the Contractor to the Village under this agreement and the obligations of the Contractor to any other person, firm or corporation.

4. The Village shall provide:

- stationery supplies including forms and ballots,
- file storage space,
- copies of relevant bylaws
- ballot boxes, voting booths, pencils, pens, signs
- polling locations
- clerical support
- election officials for General Voting Day, Advanced and Special Voting opportunities, where necessary
- required election advertising
- work space as required
- mileage expenses at the Village employee's rate for mileage incurred as a result of carrying out the duties of the DCEO
- registration costs to attend an elections seminars/workshops

5. **INDEMNIFICATION**

5.1 Notwithstanding any provision herein contained to the contrary, the Contractor shall indemnify and save harmless the Village of and from all fines, suits, claims, demands, actions, costs charges and expenses of any nature or kind for which the Contractor may become liable or which the Contractor may suffer or incur by reason of:

a) any breach, violation or non-performance by the Contractor of any covenant, term or provision contained herein;

6. **CONSIDERATION**

6.1 The Contractor shall receive $1,500 for the services of the Deputy Chief Election Officer. Remuneration will be paid at the end of the term of the contract.

7. TERMINATION OF AGREEMENT

7.1 Either party may give sixty (60 days) notice to the other party, to terminate or suspend all, or any part of the election services. If either party terminates or suspends all or part of the services under this section, the Contractor may deliver an invoice to the Village for the period of service up to the termination of the agreement. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all, or any part, of the services.

IN WITNESS WHEREOF the parties have caused this agreement to be executed as of the day and year above first written.

Barb Ten Bos	Mayor
	Corporate Officer

HARRISON HOT SPRINGS
Naturally Refreshed

VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: **Mayor and Council** **DATE: November 20, 2013**

FROM: **Debra Key, Deputy Chief Administrative Officer/CO** **FILE: 0360-20-03**

SUBJECT: **Appointment of new member to Communities in Bloom Committee**

ISSUE:

The appointment of Tegwyn Bakken as a new member of the Communities in Bloom Committee.

BACKGROUND:

A letter dated November 19, 2013 has been received from Tegwyn Bakken requesting permission to become a member of the Communities in Bloom Committee.

Pursuant to s. 142 of the *Community Charter,* Council must appoint persons to a select committee.

RECOMMENDATION:

THAT Council appoint Tegwyn Bakken as a member of the Communities in Bloom Committee.

Respectfully submitted for your consideration;

Debra Key
Deputy Chief Administrative Officer/CO

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

Ian Crane
Chief Administrative Officer

RECEIVED
NOV 19 2013
BY V. OF H.H.S.

April 18th, 2013

VILLAGE OF HARRISON HOT SPRINGS
495 Hot Springs Road
Harrison Hot Springs BC

ATTENTION: Allan Jackson
Councillor

Dear Allan:

This letter is a request to join the Communities in Bloom Committee.

My name is Tegwyn Bakken of 237 Balsam Ave. Harrison Hot Springs, BC
Telephone: 604-796-8411
E-mail: dtbakken@shaw.ca

I have helped out with this committee in the past and now would like to join and be part of the team.

Thank you for your consideration.

Sincerely,

Tegwyn Bakken

Tegwyn Bakken

FILE #	DATE
0360-20-03	Nov 19/13
☐ CAO	☐ CO
☐ DCAO	☐ ADMIN/ FINANCE
☐ DIRF	☐ B/L ENF
☐ MGR REV SVCS	☒ MAYOR
☐ CEDO	☒ COUNCIL
☐ OP. MGR	
ITEM A B C	

COUNCIL AGENDA
DATE Dec 2/13
INITIAL ☐
(ITEMS: A-REQ. ACTION:
B - INFO - WRESP;
C - INFO ONLY)

HARRISON HOT SPRINGS
Naturally Refreshed

VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: **Mayor and Council** **DATE: November 27, 2013**

FROM: **Debra Key**
Deputy Chief Administrative Officer/CO
FILE: 0530-01

SUBJECT: Section 90 *Community Charter* – Release of In Camera Meeting Minutes

ISSUE:

To release the Special In Camera Meeting minutes of February 19 – 21, 2013 to the public, pertaining to subjects which are not covered under subsection 90(1) of the *Community Charter*.

BACKGROUND:

A report was submitted to Council at an In Camera meeting on November 18, 2013 regarding content of In Camera Meetings. Council approved the release of the Special In Camera Meeting Minutes of February 19 – 21, 2013 and passed the following recommendation:

RECOMMENDATION:

THAT the Special In Camera meeting minutes of February 19 to 21, 2013 pertaining to subjects which are not covered under subsection 90(1) of the *Community Charter* be released to the public.

Respectfully submitted for your
Consideration;

Debra Key
Deputy Chief Administrative Officer/CO

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

Ian Crane
Chief Administrative Officer

HARRISON HOT SPRINGS
Naturally Refreshed

VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: **Mayor and Council** **DATE: November 27, 2013**

FROM: **Lisa Grant,** **FILE: 3060-20-60**
Manager of Development and Community Services

SUBJECT: **Amendment to Development Permit for 640 Hot Springs Road**

ISSUE:
To amend Development Permit 01/2011 by adding a site plan showing the revised development concept for phase 2 of the Spring RV Park (attached as Schedule A of this Report to Council).

BACKGROUND:
At a Regular Council Meeting on April 11, 2011 Development Permit 01/2011 (Schedule B) was issued. The Development Permit dealt with matters concerning geotechnical hazards and form and character of a commercial development. The owners are adding a new phase to their existing campground on the adjacent property to the north of 670 Hot Springs Road.

DISCUSSION:
Now that the initial stages of development have begun, the owners have refined their development concept and are seeking an amendment to Development Permit 01/2011. The amendment would add Schedule A to the Development Permit with a new site plan and clause in the development permit stating that:

> "2.b development of the site will be generally consistent with the Site Plan attached hereto as Schedule A;"

Changes to the development concept as shown on the proposed amended Development Permit include:

- Reducing the number of recreational vehicle sites from 76 to 63;
- Providing overflow parking, amenity buildings and outdoor space; and
- Incorporating private greenspaces/buffers around the perimeter of the new development.

The owners will make one minor change to the site plan prior to seeking final approvals and construction. The Campground, Holiday Park and Mobile Home Park

Regulation Bylaw No. 481, 1988 requires that dead end roadways and cul-de-sacs have a cul-de-sac bulb for access purposes to individual sites. The site plan will be amended to include a cul-de-sac bulb as access for the dead end roadway, as shown in Attachment A. In all other regards, the development will be consistent with the proposed amended Development Permit.

RECOMMENDATION:
THAT Council issue Development Permit 01/2011, as amended, for a property legally described as Lot 15, Except firstly: Parcel A (Reference Plan 11753) and secondly: Parcel B (Reference Plan 15935); Section 12, Township 4, Range 29, West of the Sixth Meridian, New Westminster District Plan 5519. PID 011-150-891.

Respectfully submitted for your consideration;

Lisa Grant
Manager of Development and Community Services

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

Ian Crane
Chief Administrative Officer

ATTACHMENTS:
- Amended Development Permit 01/2011
- Existing Development Permit 01/2011

VILLAGE OF HARRISON HOT SPRINGS

DEVELOPMENT PERMIT NO. DP01/11

1. This Development Permit No. 01/11 is issued to:

0754817 BC Ltd.
#204 – 1548 Johnston Road
White Rock, BC V4B 3Z8

as the owner (the "Permittee") and shall apply only to that certain parcel or tract of land within the Village of Harrison Hot Springs (the "Village") described below, and any and all buildings, structures, and other development thereon:

Parcel Identifier: 011-150-891

Lot 15, Except firstly: Parcel A (Reference Plan 11753) and secondly: Parcel B (Explanatory Plan 15935); Section 12, Township 4, Range 29, West of the Sixth Meridian, New Westminster District Plan 5519

(the "Lands")

Civic Address: 640 Hot Springs Road, Harrison Hot Springs, BC

2. The following DP terms and conditions shall apply to the Lands:

a) including a condition within the Permit that will require the registration of a no-build and no-vegetation removal restrictive covenant on the land within Zones A and B as identified in the geotechnical report prepared by Hay and Company report dated 23 December 2005 and referenced within the letter from EBA dated 21 March 2011;

b) development of the site will generally be consistent with the Site Plan attached hereto as Schedule A;

c) the submission of a site plan and elevation drawings for the proposed service building;

d) the submission of a landscape plan that provides details on the landscaped screen along Hot Springs Road and along the northern edges of the subject property;

e) the provision of a security deposit to the Village for the landscaping component of the project in an amount acceptable to Chief Administrative Officer or his designate; and

f) the submission of an updated arborist report that better identifies tree removal, retention, and replanting areas, and is consistent with "Tree Management and Preservation Bylaw No. 1015, 2012".

3. If works defined in this Permit are not substantially commenced within two years of the date of issuance of this Permit, this Permit expires.

4. AUTHORIZING RESOLUTION PASSED by Village of Harrison Hot Springs Council on December , 2013.

THE TERMS AND CONDITIONS UPON WHICH THIS PERMIT IS ISSUED ARE HEREBY ACKNOWLEDGED.

_____

_____

0754817 BC LTD.

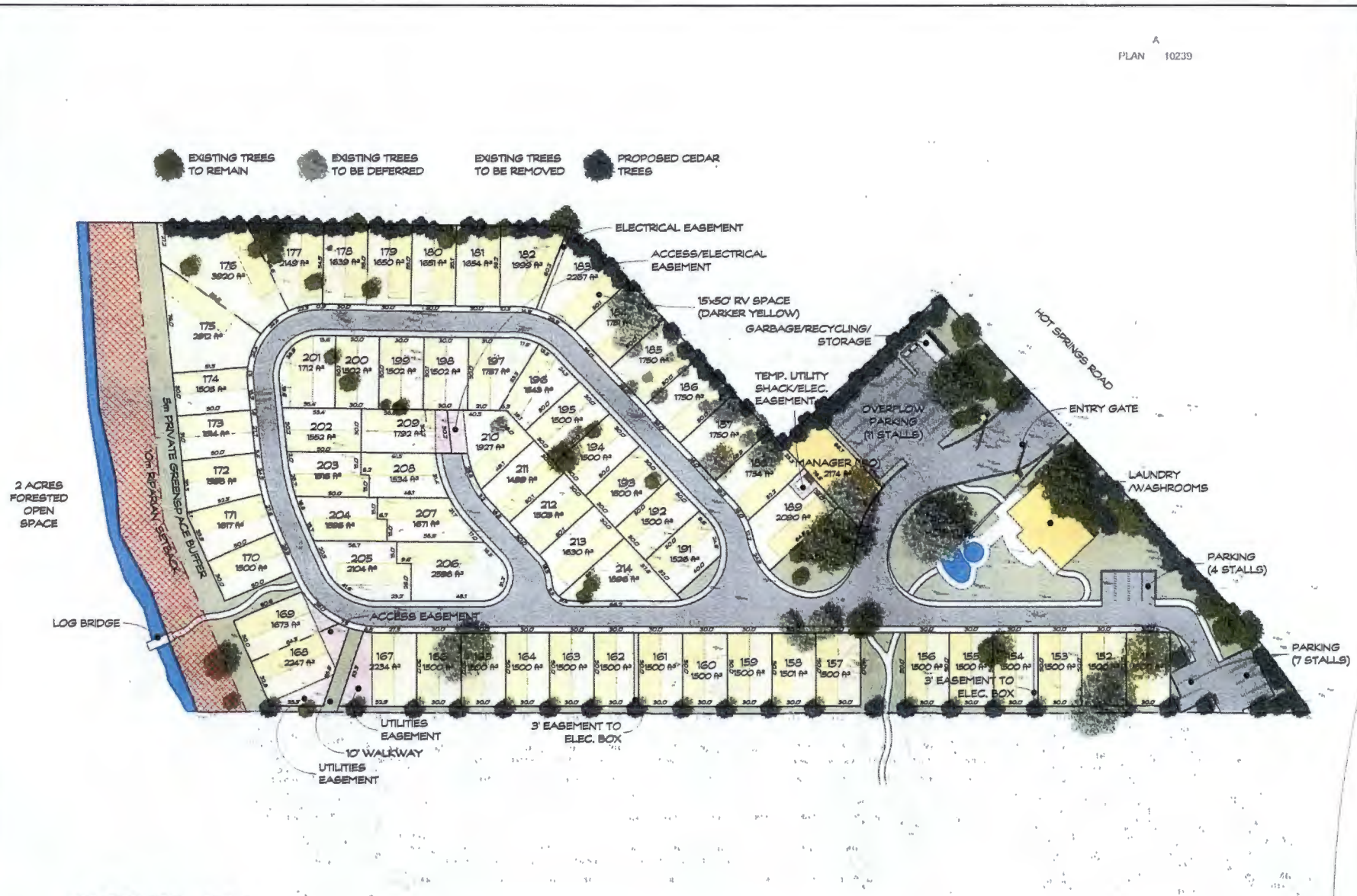
THIS PERMIT IS ISSUED this day of , 2013.

The Corporate Seal of the VILLAGE OF)
HARRISON HOT SPRINGS was hereunto)
Affixed in the presence of:)
)
)
_____)
Mayor)
)
_____)
Corporate Officer

Attachments:

- Schedule A, Site Plan

SCHEDULE A



SITE PLAN

Springs RV
Hot Springs Road, Harrison Hot Springs, B.C.
1 : 750
November 25, 2013

PRECISION

VILLAGE OF HARRISON HOT SPRINGS

DEVELOPMENT PERMIT NO. DP01/11

1. This Development Permit No. 01/11 is issued to:

   0754817 BC Ltd.
   #204 – 1548 Johnston Road
   White Rock, BC V4B 3Z8

   as the owner (the "Permittee") and shall apply only to that certain parcel or tract of land within the Village of Harrison Hot Springs (the "Village") described below, and any and all buildings, structures, and other development thereon:

   Parcel Identifier: 011-150-891

   Lot 15, Except firstly: Parcel A (Reference Plan 11753) and secondly: Parcel B (Explanatory Plan 15935); Section 12, Township 4, Range 29, West of the Sixth Meridian, New Westminster District Plan 5519

   (the "Lands")

   Civic Address: 640 Hot Springs Road, Harrison Hot Springs, BC

2. The following DP terms and conditions shall apply to the Lands:

   a) including a condition within the Permit that will require the registration of a no-build and no-vegetation removal restrictive covenant on the land within Zones A and B as identified in the geotechnical report prepared by Hay and Company report dated 23 December 2005 and referenced within the letter from EBA dated 21 March 2011;

   b) the submission of a site plan and elevation drawings for the proposed service building;

   c) the submission of a landscape plan that provides details on the landscaped screen along Hot Springs Road and along the northern edges of the subject property;

   d) the provision of a security deposit to the Village for the landscaping component of the project in an amount acceptable to Chief Administrative Officer or his designate; and

   e) the submission of an updated arborist report that better identifies tree removal, retention, and replanting areas.

3. If works defined in this Permit are not substantially commenced within two years of the date of issuance of this Permit, this Permit expires.

4. AUTHORIZING RESOLUTION PASSED by Village of Harrison Hot Springs Council on April 11, 2011.

THE TERMS AND CONDITIONS UPON WHICH THIS PERMIT IS ISSUED ARE HEREBY ACKNOWLEDGED.

James Grant

David Grant

0754817 BC LTD.

THIS PERMIT IS ISSUED this 7th day of June, 2011.

The Corporate Seal of the VILLAGE OF)
HARRISON HOT SPRINGS was hereunto)
Affixed in the presence of:)

K. Scott)
Mayor)

L. Dubey)
Corporate Officer)

Attachments:

HARRISON HOT SPRINGS
Naturally Refreshed

VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO:	**Mayor and Council**	**DATE:**	**November 20, 2013**
FROM:	**Debra Key, Deputy Chief Administrative Officer/CO**	**FILE:**	**3900-01**
SUBJECT:	**Bylaw No. 1048, 2013 General Local Government Election Procedures**		

ISSUE:

To introduce a new General Local Government Election Procedures Bylaw.

BACKGROUND:

The general local government election is scheduled for November of 2014. Staff has reviewed the current bylaw that establishes voting procedures and requirements. The other bylaw contains the provision to use the Provincial list of voters prepared under the *Election Act* as the register of electors.

A new General Local Government Election Bylaw has been prepared to incorporate voting procedures and the provision to use the Provincial list of voters. In addition, pursuant to s. 100(1) of the *Local Government Act*, a local government, may, by bylaw permit voting to be done by mail ballot, and, in relation to this, may permit elector registration to be done in conjunction with this voting. The provision for voting by mail ballot has also been incorporated.

Accordingly, a new bylaw has been drafted to establish procedures and requirements to be applied in the conduct of general local elections and other voting. Bylaws 895 and 897 will be repealed upon adoption of the new bylaw.

RECOMMENDATION:

THAT Bylaw No. 1048, 2013 General Local Government Election Procedures be given first, second and third reading.

Respectfully submitted for your consideration;

Debra Key
Deputy Chief Administrative Officer/CO

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

Ian Crane
Chief Administrative Officer

VILLAGE OF HARRISON HOT SPRINGS
BYLAW NO. 895

A bylaw to provide for the determination of various procedures for the conduct of local government elections and other voting.

WHEREAS: under the *Local Government Act*, Council may, by bylaw, determine various procedures and requirements to be applied to the conduct of local government elections and other voting;

AND WHEREAS: Council wishes to establish voting procedures and requirements under that authority;

NOW THEREFORE: the Council of the Village of Harrison Hot Springs in open meeting lawfully assembled, HEREBY ENACTS AS FOLLOWS:

1. CITATION

This bylaw may be cited for all purposes as "General Local Government Election Bylaw No. 895".

2. ADDITIONAL ADVANCE VOTING OPPORTUNITIES

(a) As authorized under Section 98 of the *Local Government Act*, the Council authorizes the Chief Election Officer to establish additional advance voting opportunities for each election to be held in advance of general voting day and to designate the voting places, and to establish the date and voting hours for these voting opportunities.

3. SPECIAL VOTING OPPORTUNITIES

(a) To give electors who may otherwise be unable to vote an opportunity to do so, the Council will provide a special voting opportunity as authorized under Section 99 of the *Local Government Act* for each election and authorizes the Chief Election Officer to establish a special voting opportunity for each election and to designate the location, the date and the voting hours within the limits set out in Section 99 of the *Local Government Act*, for the special voting opportunity.

(b) Council authorizes the Chief Election Officer to limit the number of candidate representatives who may be present at the special voting opportunity.

4. ORDER OF NAMES ON BALLOT

(a) The order of names of candidates on the ballot will be determined by lot in accordance with Section 107 of the *Local Government Act*.

5. RESOLUTION OF THE VOTE AFTER JUDICIAL RECOUNT

(a) In the event of a tie vote after a judicial recount, the tie vote will be resolved by conducting a lot in accordance with Section 141 of the *Local Government Act*.

6. ACCESS TO NOMINATION DOCUMENTS

(a) As authorized under section 73 of the *Local Government Act*, public access to nominations documents will be provided by Internet access on the Village's web site at www.harrisonhotspringsca.

7. MAIL BALLOT VOTING

(a) As authorized under section 100 of the *Local Government Act*, voting may be done by mail for those electors who meet the criteria in paragraph (b) for each lection or other voting.

(b) The following electors are permitted to vote by mail and to vote by mail ballot:

1. those persons who have a physical disability, illness or injury that affects their ability to vote at another voting opportunity;
2. persons who expect to be absent from the Village of Harrison Hot Springs on general voting day and at the times of all advance voting opportunities;

(c) The following procedures for voting must apply:

1. Sufficient record will be kept by the chief election officer so that challenges of the elector's right to vote may be made in accordance with the intent of section 116 of the *Local Government Act*;
2. a person exercising the right to vote by mail under the provisions of section 100 may be challenged in accordance with, and on the grounds specified in section 116 of the *Local Government Act*, until 4:30 pm two days before general voting day.

(d) The time limits in relation to voting by mail ballot will be determined by the chief election officer.

(e) As provided in the *Local Government Act*, a mail ballot must be received by the chief election officer before the close of voting on general voting day in order to be counted for an election.

8. ACCESS TO CAMPAIGN FINANCING DOCUMENTS

(a) As authorized under section 93 of the *Local Government Act*, public access to disclosure statements, signed declarations, and supplementary reports required under sections 90 and 90.1 of the *Local Government Act* will be provided by the Internet at www.harrisonhotsprings.ca

9. REPEAL

THAT General Local Government Election Bylaw 841 be hereby repealed.

READ FOR A FIRST TIME THIS 16th DAY OF JUNE, 2008.

READ FOR A SECOND TIME THIS 16th DAY OF JUNE, 2008.

READ FOR A THIRD TIME THIS 16th DAY OF JUNE, 2008.

RECONSIDERED AND ADOPTED THIS 7th DAY OF JULY, 2008.

Leo Facio
Mayor

Dale Courtice
Acting Corporate Officer

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VILLAGE OF HARRISON HOT SPRINGS

BYLAW NO. 897

A bylaw to provide that the most current available Provincial list of voters be the register of resident electors.

WHEREAS Section 59 of the *Local Government Act* empowers the Council, by bylaw, to provide that the most current available Provincial list of voters prepared under the *Election Act* is to be the register of resident electors;

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

1. This bylaw may be cited as "Provincial Voters List Adoption Bylaw No. 897."

2. For the purposes of all local elections and submissions to the electors under Part 3 and 4 of the *Local Government Act*, the most current available Provincial list of voters prepared under the *Election Act*, shall become the register of resident electors on the 52nd day prior to the general voting day for such elections and submissions to the electors.

3. Section 3 of Bylaw No. 895 of the Village cited as the "General Local Government Election Bylaw No. 895" is hereby repealed.

READ A FIRST TIME the 30th day of July, 2008
READ A SECOND TIME the 30th day of July, 2008
READ A THIRD TIME the 30th day of July, 2008

ADOPTED the 1st day of August, 2008.

MAYOR

CORPORATE OFFICER

HARRISON HOT SPRINGS

Naturally Refreshed

VILLAGE OF HARRISON HOT SPRINGS
BYLAW NO. 1048

A Bylaw to provide for the determination of various procedures for the conduct of local government elections, by-elections and other voting

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WHEREAS under Parts 3 and 4 of the *Local Government Act,* the Council may, by bylaw, determine various procedures and requirements to be applied in the conduct of general local elections and other voting;

AND WHEREAS, Council wishes to establish various procedures and requirements under that authority;

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

1. CITATION

This Bylaw may be cited for all purposes as "General Local Government Election Procedures Bylaw No. 1048, 2013".

2. DEFINITIONS

2.1 In this bylaw;

"*Act*" means the *Local Government Act*, R.S.B.C., 1996, Chapter 323;

"Chief Election Officer" is the person appointed by Council under Section 41 of the *Local Government Act to* conduct the election;

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

"Elector" shall mean a resident elector or property elector of the jurisdiction as defined under the *Local Government Act;*

"Election" shall mean an election for the number of persons required to fill a local government office;

"General Local Election" shall mean the elections held for the Mayor and all Councillors for the Village of Harrison Hot Springs;

"General Voting Day" is the day for a general local election and must be the third Saturday of November in the year of the election;

"Jurisdiction" shall mean, in relation of an election, the Village of Harrison Hot Springs for which it is held;

"Other Voting" shall mean voting on a matter referred to in Sections 37 and 158 of the *Act*;

"Village" means the Village of Harrison Hot Springs

3. APPLICATION

3.1 This Bylaw applies to all Village elections and all other voting opportunities required or permitted to be held under the *Local Government Act*.

4. PROVINCIAL LIST OF VOTERS

4.1 For the purposes of this bylaw, the most current Provincial list of voters prepared under the *Elections Act* that is available at the time of an election or other voting shall become the register of resident electors for the Village on the 52nd day prior to the general voting day for such election or other voting.

5. ADDITIONAL ADVANCE VOTING OPPORTUNITIES

5.1 The Chief Election Officer may establish dates for advance voting opportunities for each election to be held in advance of general voting day and to designate the voting places and set the dates and voting hours for those additional advance voting opportunities.

6. AUTHORIZATION TO VOTE BY MAIL BALLOT

6.1 An elector who:

(a) has a physical disability, illness, or injury that affects his or her ability to vote at another voting opportunity, or

(b) expects to be absent from the Village on general voting day and at the times of all advance voting opportunities

may vote by mail ballot.

7. APPLICATION PROCEDURE FOR MAIL BALLOT

7.1 A person wishing to vote by mail ballot may apply in writing by providing their name and address to the Chief Election Officer or designate at the Village Municipal Office during regular working hours up to 4:00 p.m two (2) days before general voting day.

7.2 Upon receipt of a request for a mail ballot, the Chief Election Officer shall, as soon as practical:

(a) make available to the applicant by mail or in person, a mail ballot package containing the ballots, forms, envelopes and other documents required under the *Local Government Act;* and

(b) immediately record and, upon request, make available for inspection the name and address of the person to whom the mail ballot package was issued.

8. VOTING PROCEDURE FOR MAIL BALLOT

8.1 In order to be counted for an election, an elector's mail ballot must be mailed or delivered to the Chief Election Officer at the address specified on the outer envelope provided in the mail ballot package so that it is received no later than the close of voting on general voting day.

9. MAIL BALLOT ACCEPTANCE OR REJECTION

9.1 Upon receipt of mail ballot packages before the close of voting on the general voting day, the Chief Election Officer shall record the time and date of its receipt and shall examine the certification envelope.

9.2 If the Chief Election Officer is satisfied as to:

(a) the identity and entitlement to vote of the elector whose ballot is enclosed; and

(b) the completeness of the certification,

the Chief Election Officer shall mark the certification envelope as "accepted" and shall mark the voting book to indicate that the elector has voted.

9.3 The unopened certification envelopes marked as "accepted" shall remain in the custody of the Chief Election Officer until the close of voting on general voting day, at which time the Chief Election Officer shall, in the presence of at least one other election official, in addition to any scrutineers present:

(a) open the certification envelopes;

(b) place the unopened secrecy envelopes together into a ballot box;

(c) open the secrecy envelopes and remove the ballots within; and

(c) insert the mail ballots into the vote counting for the results to be totalled.

9.4 The Chief Election Officer shall retain all certification envelopes together with the voting books and for the purposes of document retention and destruction shall treat the certification envelopes in the same manner as a voting book.

9.5 If:

(a) upon review of an outer envelope, the Chief Election Officer is not satisfied as to the identity of the elector whose ballot is enclosed or the completeness of the certification; or

(b) the outer envelope is received by the Chief Election Officer after the close of voting on general voting day,

the certification envelope shall remain unopened and the Chief Election Officer shall mark such envelope as "rejected" and shall note the reasons for the rejection.

Any certification envelopes and their contents rejected in accordance with Section 9.5 of this Bylaw shall remain unopened and shall not be counted in the election.

10. MAIL BALLOT CHALLENGE OF ELECTOR

Between the time an elector requests a mail ballot package and the time that the mail ballot package is hand delivered or mailed to the elector requesting it, the elector's right to vote may be challenged under Section 116 of the *Local Government Act.*

11. REPLACEMENT OF SPOILED MAIL BALLOT

11.1 Where an elector unintentionally spoils a mail ballot before returning it to the Chief Election Officer, the elector may request a replacement ballot by advising the Chief Election Officer of the ballot spoilage and by mailing or otherwise delivering by any appropriate means, the spoiled ballot package in its entirety to the Chief Election Officer.

11.2 The Chief Election Officer shall, upon receipt of the spoiled ballot package, record such fact and issue a new mail ballot package to the elector.

12. ORDER OF NAMES ON BALLOT

12.1 The order of names of candidates on the ballot will be determined by lot in accordance with Section 107 of the *Local Government Act.*

13. GENERAL

13.1 Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time.

13.2 If any part, section, sentence, clause, phrase or word of this bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder which shall continue in full force and effect and be construed as if the bylaw had been adopted without the invalid portion.

14. REPEAL

14.1 "General Local Government Election Bylaw No. 895" and "Provincial Voters List Adoption Bylaw No. 897" and any amendments thereto are hereby repealed in their entirety.

READ A FIRST TIME THIS DAY OF , 2013

READ A SECOND TIME THIS DAY OF , 2013

READ A THIRD TIME THIS DAY OF , 2013

ADOPTED THIS DAY OF , 2014

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Mayor Corporate Officer