



VILLAGE OF HARRISON HOT SPRINGS NOTICE OF MEETING AND AGENDA

REGULAR COUNCIL MEETING

Date: Monday, December 15, 2014
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	
<p>THAT the Minutes of the Regular Council Meeting held on November 17, 2014 be adopted.</p> <p>THAT the Minutes of the Inaugural Council Meeting held on December 1, 2014 be adopted.</p>	<p>Item 4a Page 1</p> <p>Item 4b Page 5</p>
5. BUSINESS ARISING FROM THE MINUTES	
6. CONSENT AGENDA	
i. Bylaws	
ii. Agreements	
iii. Committee/ Commission Minutes	
iv. Correspondence	<ul style="list-style-type: none"> • Letter dated December 2, 2014 from Ministry of Jobs, Tourism and Skills Training and Minister Responsible for Labour re RMI and Destination BC
	Item 6iv Page 7
7. DELEGATIONS	
8. CORRESPONDENCE	
<ul style="list-style-type: none"> • Letter dated December 2, 2014 from Mayor Johansson, District of Hudson's Hope re referral of Proposed Site C Dam Project 	
	Item 8 Page 9

9. BUSINESS ARISING FROM CORRESPONDENCE	
10. REPORTS FROM COMMITTEES, COMMITTEE OF THE WHOLE AND COMMISSIONS	
11. REPORTS FROM MAYOR	
<ul style="list-style-type: none">• Presentation of Commemorative Plaques to Outgoing Council Allan Jackson Zoltan Kiss	Item 11
12. REPORTS FROM STAFF	
<p>Report of Deputy Chief Administrative Officer/Corporate Officer- December 15, 2014 Re: 2015 Regular Council Meeting Schedule</p> <p>Recommendation:</p> <p>THAT the proposed Regular Council meeting schedule for 2015 be approved as submitted.</p>	Item 12a Page 21
<p>Report of Deputy Chief Administrative Officer/Corporate Officer- December 15, 2014 Re: Signing Authorities, authorization of document execution, Village's financial institution, municipal auditor and municipal solicitors</p> <p>Recommendation:</p> <p>THAT one of each of the following groups be authorized as signing officers for the Village of Harrison Hot Springs:</p> <p>Mayor Leo Facio, Councillors John Buckley, Sonja Reyerse, John Hansen and Samantha Piper; and</p> <p>Chief Administrative Officer, Ian Crane, Deputy Chief Administrative Officer/Corporate Officer, Debra Key; Director of Finance, Dale Courtice; Manager of Revenue Services, Cindy Richardson, and</p> <p>THAT Council authorize document execution by the Mayor and Corporate Officer for all official documents; and</p> <p>THAT Council appoint Prospera Credit Union as the Financial Institution, McConnell, Voelkl as the Municipal Auditor and Murdy & McAllister as the Municipal Solicitors for the Village of Harrison Hot Springs.</p>	Item 12b Page 23
<p>Report of Deputy Chief Administrative Officer/Corporate Officer- December 15, 2014 Re: Fraser Valley Regional District Board, Fraser Valley Regional District Hospital Board Directors and Alternates and Fraser Valley Aboriginal Relations Committee</p> <p>Recommendation:</p> <p>THAT Mayor Leo Facio be appointed to fulfil the role as municipal director for the Fraser Valley Regional District and Hospital Boards; and</p>	Item 12c Page 25

THAT Councillor John Buckley be appointed to fulfil the role as alternate municipal director for the Fraser Valley Regional District and Hospital Boards.

THAT Councillor Samantha Piper be appointed to the Fraser Valley Aboriginal Relations Committee; and

FURTHER THAT Councillor John Hansen be appointed as alternate to the Fraser Valley Aboriginal Relations Committee.

Report of Deputy Chief Administrative Officer/Corporate Officer- December 15, 2014
Re: Appointment of Fraser Valley Regional Library Board representative and alternate for 2015

Item 12d
Page 27

Recommendation:

THAT Council appoint Councillor Sonja Reyerse to fulfil the role as municipal director for the Fraser Valley Regional Library Board for 2015; and

THAT Council appoint Councillor John Hansen to fulfil the role as alternate municipal director for the Fraser Valley Regional Library Board for 2015.

Report of Deputy Chief Administrative Officer/Corporate Officer- December 15, 2014
Re: Deputy Mayor Appointments

Item 12e
Page 29

Recommendation:

THAT the following members of Council be appointed as Deputy Mayor for 2015:

January - March	Councillor Sonja Reyerse
April - June	Councillor John Hansen
July - September	Councillor John Buckley
October - December	Councillor Samantha Piper

Report of Deputy Chief Administrative Officer/Corporate Officer- December 15, 2014
Re: Celebrate Canada Funding Application – July 1, 2015

Item 12f
Page 31

Recommendation:

THAT approval be given for staff to apply for funding from the Canadian Heritage Celebrate Canada program for the purpose of Canada Day celebrations for 2015.

Report of Deputy Chief Administrative Officer/Corporate Officer- December 15, 2014
Re: Village Tenure - Application for Replacement Renewal Lease No. 232337 over District Lot 6265, Group 1, New Westminster District, for community and cultural use for Civic Plaza (non-commercial) purposes

Item 12g
Page 47

Recommendation:

THAT council authorize staff to make application to renew the current tenure over District Lot 6265, Group 1, New Westminster District, for community and cultural use for Civic Plaza (non-commercial) purposes.

Report of Manager of Development and Community Services – December 15, 2014

Re: Development Variance Application for 480 Hot Springs Road

Item 12h
Page 57

Recommendation:

THAT Council approve the issuance of Development Variance Permit 2014/01 with respect to the property located at 480 Hot Springs Road.

13. BYLAWS

14. QUESTIONS FROM THE PUBLIC
(pertaining to agenda items only)

15. ADJOURNMENT

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

DATE: December 1, 2014
TIME: 7:00 p.m.
PLACE: Memorial Hall
290 Esplanade Avenue, Harrison Hot Springs, BC

IN ATTENDANCE: Chief Administrative Officer, Ian Crane
Deputy Chief Administrative Officer/CO, Debra Key
Operations Manager, Ian Gardner
Manager of Revenue Services, Cindy Richardson

IN COMING COUNCIL: Mayor incumbent Leo Facio
Councillor incumbent John Buckley
Councillor incumbent Sonja Reyerse
Councillor elect John Hansen
Councillor elect Samantha Piper

Recording Secretary: Lana Taylor

1. CALL TO ORDER

The incoming Council was led into the Memorial Hall by a procession of Harrison Highlander Scottish Piper, Jim Waldron and RCMP Cst. Jared McGinn.

Incumbent Mayor Leo Facio sang "O Canada" for the event.

The meeting was called to order by Debra Key, Corporate Officer at 7:12 p.m.

Debra Key, Corporate Officer administered the Oaths of Office to:

- Leo Facio
- John Buckley
- Sonja Reyerse
- John Hansen
- Samantha Piper

The new Mayor and Council for the Village of Harrison Hot Springs were introduced and asked to take office at the Council table.

Mayor Facio gave his inaugural address to the newly elected Council by congratulating the incumbent Councillors John Buckley and Sonja Reyerse and newly elected Councillors John Hansen and Samantha Piper.

Mayor Facio also gave a special thank you to former Councillor Zoltan Kiss for serving one term on Council and to former Councillor Allan Jackson for serving three terms in the community.

*Village of Harrison Hot Springs
Minutes of the Inaugural Council Meeting
December 1, 2014*

Mayor Facio also thanked the groups and volunteers in the community, the Harrison Hot Springs Fire Department and first responders, the RCMP Detachment and Village staff and crew.

Mayor Facio introduced Cst. Jared McGinn, RCMP, Jim Waldron, Harrison Highlanders Piper and staff in attendance.

2. REPORTS FROM STAFF

Moved by Councillor Buckley
Seconded by Councillor Piper

Report of Chief Election Officer – November 17, 2014
Re: 2014 Official Municipal Election Results

THAT the Results of the 2014 Municipal Election be received.

CARRIED
UNANIMOUSLY

Mayor Facio sang “*God Save the Queen*”.

3. ADJOURNMENT

Moved by Councillor Reverse
Seconded by Councillor Hansen

THAT the meeting be adjourned at 7:28 p.m.

CARRIED
UNANIMOUSLY

A formal reception followed the adjournment.

Leo Facio
Mayor

Debra Key
Corporate Officer



December 2, 2014

Mr. Leo Facio, Mayor
Harrison Hot Springs (Village)
Email: lfacio@harrisonhotsprings.ca

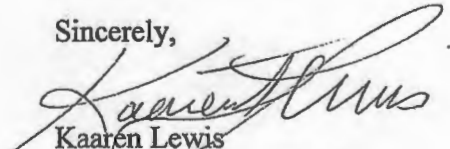
Dear Mr. Facio:

It was a pleasure being part of the meeting with you, the other representatives from Harrison Hot Springs, along with Minister Shirley Bond and Minister Naomi Yamamoto at the Union of BC Municipalities convention in Whistler last September.


I appreciated hearing about your interest in the Resort Municipality Initiative and changes at Destination BC.

I understand Mr. Peter Harrison, Director, Partnership Marketing at Destination BC contacted you on November 10, 2014 and discussed the changes in Vancouver, Coast and Mountains tourism region with you. I also understand from Mr. Harrison that you had conveyed concerns on behalf of Tourism Harrison Hot Springs, and Mr. Harrison has committed to following up directly with their Executive Director.

I hope we have been able to provide you with some assistance in your efforts to develop and market the tourism potential of Harrison Hot Springs. Thank you for your work in developing tourism in British Columbia.

Sincerely,

Kaaren Lewis
Assistant Deputy Minister

cc: jbuckley@harrisonhotsprings.ca
sreyerse@harrisonhotsprings.ca
zkiss@harrisonhotsprings.ca
dkey@harrisonhotsprings.ca
icrane@harrisonhotsprings.ca

FILE #	DATE
0400-20-01	Dec 7/14
<input type="checkbox"/> CAO	<input type="checkbox"/> CO
<input type="checkbox"/> DCAO	<input type="checkbox"/> ADMIN/ FINANCE
<input type="checkbox"/> DIRF	<input type="checkbox"/> B/L ENF
<input type="checkbox"/> MGR REV SVCS	<input checked="" type="checkbox"/> MAYOR
<input type="checkbox"/> CEDO	<input checked="" type="checkbox"/> COUNCIL
<input type="checkbox"/> OP. MGR	
ITEM A	B C
COUNCIL AGENDA	
DATE	Dec 15/14
	INITIAL 
(ITEMS: A-REQ, ACTION: B - INFO - WRFP;	



**HUDSON'S
HOPE**
PLAYGROUND OF THE PEACE

9904 Dudley Drive
Hudson's Hope BC VOC 1V0
Telephone 250-783-9901
Fax: 250-783-5741

Via E-mail

December 2, 2014

Dear Mayor and Council Members

Re: Referral of Proposed Site C Dam Project to BC Utilities Commission

Now that the November 2014 local government elections are complete, I am pleased to forward you a copy of our letter dated November 18th, 2014 regarding the proposed Site C Dam Project.

Site C would add about \$8 billion dollars to the provincial debt leaving the province with much less ability to contribute to important local government infrastructure projects in areas such as transit, water, sewer, and housing. Finance Minister Mike De Jong is quoted in the attached article as saying, "It [Site C] will likely crowd out many other projects."

The District of Hudson's Hope and the Peace River Regional District are calling on the BC government to place a one year moratorium on deciding whether to proceed with Site C. This will allow time to refer Site C to the BC Utilities Commission (BCUC) for an inquiry and public hearing into its economic effects, including potentially less costly alternatives. Adoption of a less costly alternative would free up provincial borrowing capacity to support important local government infrastructure priorities.

We ask you to review our November 18th, 2014 letter and to consider resolving to support our request for a one year moratorium and BCUC consideration of less expensive alternatives to Site C.

Yours truly,

Mayor Gwen Johansson

FILE #	DATE
040050-01	Dec 4/14
<input checked="" type="checkbox"/> SAO	<input type="checkbox"/> CO
<input type="checkbox"/> DCAO	<input type="checkbox"/> ADMIN/ FINANCE
<input type="checkbox"/> DIRF	<input type="checkbox"/> B/L ENF
<input type="checkbox"/> MGR REV SVCS	<input checked="" type="checkbox"/> MAYOR
<input type="checkbox"/> CEDO	<input checked="" type="checkbox"/> COUNCIL
<input type="checkbox"/> OP. MGR	
ITEM	A B C
COUNCIL AGENDA	
DATE	Dec 15/14
	INITIAL
(ITEMS: A REQ. ACTION; B - INFO - WRESP; C - INFO ONLY)	



HUDSON'S
HOPE
PLAYGROUND OF THE PEACE

Box 330
9904 Dudley Drive
Hudson's Hope BC V0C 1V0
Telephone 250-783-9901
Fax: 250-783-5741

Open Letter to BC Minister of Energy and Mines Bill Bennett

Via E-mail

November 18, 2014

The Honourable Bill Bennett
Minister of Energy and Mines and
Minister Responsible for Core Review
Government of British Columbia
PO Box 9041 Stn. Prov. Govt.
Victoria, BC V8W 9E1

Dear Minister Bennett:

Re: Referral of Proposed Site C Dam Project to BC Utilities Commission

I am writing in response to your letter dated October 31, 2014 received on November 12, 2014.

The District of Hudson's Hope, a community of 1,100 people in the heart of the Peace River Valley, will be more adversely impacted than any other municipality by the proposed Site C dam.

We have reviewed your letter and respectfully remain firmly of the view that the BC Utilities Commission should hold an inquiry and public hearing on the economic effects of the proposed Site C Dam Project ("Site C") prior to Executive Council making a final decision on Site C, especially in view of key recommendations #46 to #49 of the Joint Review Panel.

The Joint Review Panel noted in its report that it did not have the information and analysis to fully, properly and transparently assess the economic effects of Site C:

The Panel cannot conclude on the likely accuracy of Project cost estimates because it does not have the information, time or resources. This affects all further calculations of unit costs, revenue requirements, and rates. [Page 280]

The Panel concludes that, basing a \$7.9 billion Project on a 20-year demand forecast without an explicit 20-year scenario of prices is not good practice. Electricity prices will strongly affect demand, including Liquefied Natural Gas facility demand. [Page 287]

The Panel concludes that demand management does not appear to command the same degree of analytic effort as does new supply. [Page 291]

The Panel concludes that **methodological problems in the weighing and comparison of alternatives** render unitized energy costs only generally reliable as a guide to investment...Uncosted attributes such as the ability to follow load, geographical diversity, or the ability to assist with the integration of intermittent sources need more analytic attention. [Page 298]

The Panel concludes that a **failure to pursue research over the last 30 years into B.C's geothermal resources** has left BC Hydro without information about a resource that BC Hydro thinks may offer up to 700 megawatts of firm, economic power with low environmental costs. [Page 299]

The Panel concludes that the Proponent has **not fully demonstrated the need for the Project on the timetable set forth**. [Page 306] *[emphasis added]*

As a result, Hudson's Hope, along with other participants in the Joint Review Panel public hearing, did not have an opportunity to review key information and analysis on Site C's economic effects.

The federal/provincial agreement governing the environmental assessment of Site C and the Panel's terms of reference highlight the importance of:

- (a) thorough review, and
- (b) meaningful participation of the public and interested groups through a public hearing,

to achieve a full, proper and transparent assessment of Site C.

Since the Joint Review Panel's release of its report on May 1st, 2014, interested parties including BC Hydro, the Ministry of Energy and Mines, other provincial government ministries and agencies, KPMG, the District of Hudson's Hope, and Clean Energy BC have prepared, or are preparing new information, analysis, reports, studies, forecasts and research ("New Material") in an effort to address the above concerns and recommendations of the Joint Review Panel. This New Material includes further examination of potentially less costly alternatives to Site C and the implications of Site C for the province's triple-A rating which has been given a negative outlook by Moody's.

However, unlike previous information and analysis on the environmental, economic, social, health and heritage effects of Site C, this New Material has been largely kept confidential. Most importantly, the New Material has not been the subject of independent and expert assessment and a public hearing as the terms of reference of the Joint Review Panel would have required. It is clear that further analysis of Site C is needed before Executive Council makes a final decision. As recently as November 13th, 2014, the Select Standing Committee on Finance and Government Services unanimously agreed that further fiscal and environmental review of Site C was needed. The issue is whether that additional analysis should include independent and expert review and a public hearing.

We continue to believe that the BC Utilities Commission ("BCUC") offers the best avenue for further independent, expert review and a public hearing regarding the economic effects of Site C. A review under section 5 of the *Utilities Commission Act* could be structured in a way that addresses all of your stated concerns with a BCUC review.

The Task Force conducting the independent review of the BC Utilities Commission highlighted the efficacy of the section 5 review approach¹ in their October 2014 interim report:

This [section 5] provides the **benefit of a public process and independent verification of projects and plans** but reserves the final decision on plans and projects that have broader public interest criteria to be decided by elected officials. [page 37] *[emphasis added]*

We are enclosing draft section 5 terms of reference to illustrate how a BCUC review could be structured. Please note:

- The final decision on Site C still rests with Executive Council,
- BCUC is given a deadline of November 30, 2015 to complete its work²,
- The BCUC review is focused on new information and analysis regarding the economic effects of Site C to minimize duplication of previous assessment work, and
- Funding could be set aside by BC Hydro³ or the BC Government in 2015/2016 to ensure BCUC has the necessary resourcing to complete this work in a timely manner.

Site C is estimated to cost \$7.9 billion which would make it the largest provincial public expenditure of the next 20 years. It is essential to public confidence in Executive Council's final decision on Site C, that a full, proper and transparent assessment of New Material on the economic effects of Site C is conducted. Further, that the assessment and analysis should come through an inquiry and public hearing, just as there was for previous information and analysis on Site C.

¹ As the Task Force noted –

Section 5 requires the BCUC, on Cabinet's request, to provide advice on any matter regardless of whether it is in the Commission's jurisdiction. Section 5 also allows Cabinet to issue Terms of Reference for the inquiry. Government, rather than exempting projects and/or plans through direction and legislation, could direct these projects be subject to a section 5 review and recommendation to Cabinet. This provides the benefit of a public process and independent verification of projects and plans but reserves the final decision on plans and projects that have broader public interest criteria to be decided by elected officials.

Broader use of section 5 is similar to the approach taken by the Federal government in its recent amendments to the National Energy Board Act. These amendments redefined the role of the Board, which is now mandated not to decide on applications for pipeline certificates, but to instead make a recommendation to the Federal Cabinet.

² There is time for this additional work: "The Panel concludes that, under the Low Liquefied Natural Gas Case, available resources could provide adequate energy and capacity until at least 2028" [Page 304 Joint Review Panel Report]

³ The funding required to support a BCUC inquiry and public hearing would be modest in comparison to the over \$300 million expended by BC Hydro to date on Site C.

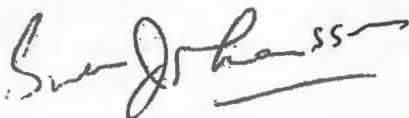
For a project of this size and importance, we agree with the independent Joint Review Panel – the proper course of action is to refer Site C to the BC Utilities Commission.

In closing, we formally request that Executive Council

1. Place a one year moratorium on deciding whether to proceed with Site C, and
2. Refer the economic effects of Site C to the BC Utilities Commission for an inquiry and public hearing.

I request an opportunity to meet with you to discuss this letter before Executive Council decides whether or not to proceed with Site C.

Yours truly,



Gwen Johansson
Mayor

Cc: BC Government Executive Council Members
BC Opposition Party Leaders
UBCM Membership

Encl.

DRAFT TERMS OF REFERENCE

IN THE MATTER OF the *Utilities Commission Act* (the *Act*)

and

IN THE MATTER OF an Inquiry under Section 5 of the *Act* relating to the Site C Clean Energy Project

BACKGROUND

1. British Columbia Hydro and Power Authority (the "Proponent") proposes to develop and operate a third dam and hydroelectric generating station on the Peace River in northern British Columbia which would provide up to 1,100 MW of capacity and about 5,100 gigawatt (GWh) of energy each year (the "Project").
2. The Project is estimated to cost \$7.9 billion which would make it the largest provincial public expenditure of the next 20 years.
3. In August 2013, the federal and provincial governments named a Joint Review Panel (the "Panel") to conduct an independent and expert assessment of the environmental, economic, social, health, and heritage effects of the Project.
4. The federal/provincial agreement governing environmental assessment of the Project and the terms of reference for the Panel (the "Panel Terms of Reference") required the Panel to hold a public hearing in order to provide opportunities for timely and meaningful participation of aboriginal groups, the public, governments, the Proponent and other interested groups (the "Participants") in the assessment of the Project.
5. The Panel Terms of Reference provide that the objective of the public hearing is to provide the Panel with relevant information from Participants, in a fair manner, to enable the Panel to conduct a thorough and timely review of the Project.
6. A public hearing conducted in accordance with the principles of procedural fairness inherently contributes to a full, proper and transparent assessment of the Project.
7. The Panel Terms of Reference require the Panel to consider the economic effects of the Project including:
 - (a) the need for the Project,
 - (b) alternatives to the Project,
 - (c) the economic effects of the Project,
 - (d) the significance of the economic effects of the Project,
 - (e) the value of electricity generated by the Project,
 - (f) initial capital construction cost and operating cost estimates,
 - (g) impacts on government revenue, and

(h) impacts on gross domestic product.

(the "Economic Effects")

8. The Panel Terms of Reference require the Panel to prepare and deliver a Joint Review Panel Report on the Project (the "Report") to the federal and provincial government who in turn are required to publish the Report.
9. On May 1st, 2014, the Panel delivered its Report to the federal and provincial government and the Report was published.
10. The Panel did not have the information, analysis, reports, studies, forecasts, and research to fully, properly and transparently assess the Economic Effects of the Project. In its Report the Panel notes:

"The Panel cannot conclude on the likely accuracy of Project cost estimates because it does not have the information, time or resources. This affects all further calculations of unit costs, revenue requirements, and rates." [Page 280]

"The Panel concludes that, basing a \$7.9 billion Project on a 20-year demand forecast without an explicit 20-year scenario of prices is not good practice. Electricity prices will strongly affect demand, including Liquefied Natural Gas facility demand." [Page 287]

"The Panel concludes that demand management does not appear to command the same degree of analytic effort as does new supply." [Page 291]

"The Panel concludes that methodological problems in the weighing and comparison of alternatives render unitized energy costs only generally reliable as a guide to investment...Uncosted attributes such as the ability to follow load, geographical diversity, or the ability to assist with the integration of intermittent sources need more analytic attention." [Page 298]

"The Panel concludes that a failure to pursue research over the last 30 years into B.C's geothermal resources has left BC Hydro without information about a resource that BC Hydro thinks may offer up to 700 megawatts of firm, economic power with low environmental costs." [Page 299]

"The Panel concludes that the Proponent has not fully demonstrated the need for the Project on the timetable set forth." [Page 306]

11. As a result, Participants in the Joint Review Panel Public Hearing did not have an opportunity to review key information, analysis, reports, studies, forecasts, and research necessary to a full, proper and transparent assessment of the Economic Effects of the Project.
12. The Panel made several recommendations to address the lack of a full, proper and transparent assessment of the Economic Effects of the Project:

RECOMMENDATION 46

“If it is decided that the Project should proceed, a first step should be the referral of the Project costs and hence unit energy costs and revenue requirements to the BC Utilities Commission for detailed examination.”

RECOMMENDATION 47

“The Panel recommends that BC Hydro construct a reasonable long-term pricing scenario for electricity and its substitutes and update the associated load forecast, including Liquified Natural Gas demand, and that this be exposed for public and Commission comment in a BC Utilities Commission hearing, before construction begins.”

RECOMMENDATION 48

“The Panel recommends, regardless of the decision taken on Site C, that BC Hydro establish and research and development budget for the resource and engineering characterization of geographically diverse renewable resources, conservation techniques, the optimal integration of intermittent and firm sources, and climate-induced changes to hydrology, and that an appropriate allowance in its revenue requirements be approved by the BC Utilities Commission.”

RECOMMENDATION 49

“The Panel recommends that, if Ministers are inclined to proceed, they may wish to consider referring the load forecast and demand side management plan details to the BC Utilities Commission.”

13. Since the Joint Review Panel Report was released on May 1, 2014, Participants including BC Hydro, the BC Ministry of Energy and Mines, other provincial government ministries and agencies, the District of Hudson’s Hope, and Clean Energy BC have prepared, are preparing, or could prepare new information, analysis, reports, studies, forecasts, and research on the Economic Effects of the Project (the “New Material”) in an effort to address the concerns and recommendations of the Joint Review Panel set out in paragraphs 10 and 12 above.
14. However, unlike previous information and analysis on the environmental, economic, social, health, and heritage effects of the Project, this New Material is largely confidential and has not been the subject of independent and expert assessment and a public hearing as the Panel Terms of Reference would have required.
15. On October 14, 2014, the Minister of Environment and the Minister of Forests, Lands and Natural Resource Operations issued an environmental assessment certificate to BC Hydro allowing the Project to proceed, subject to remaining authorizations including that of Executive Council, without addressing how to ensure a full, proper and transparent assessment of the Economic Effects of the project, and without addressing Panel recommendations #46 to #49.

16. Before Executive Council makes a final decision on whether or not to proceed with this \$7.9 billion Project, Executive Council wishes to ensure that New Material is the subject of an independent and expert assessment and a public hearing, and by doing so seeks to ensure that there is a full, proper and transparent assessment of the Economic Effects of the Project, including the matters referenced in Panel recommendations #46 to #49.
17. Section 5 of the *Act* provides that the Lieutenant Governor in Council may ask the BC Utilities Commission (the "Commission") for advice on any matter, and further that the Lieutenant Governor in Council may specify terms of reference requiring and empowering the Commission to inquire into the matter.

REQUEST FOR ADVICE ON THE PROJECT AND TERMS OF REFERENCE

NOW THEREFORE the Lieutenant Governor in Council requests the advice of the Commission on the Economic Effects of the Project pursuant to subsection 5(1) of the *Act* and specifies the following Terms of Reference for the Commission's inquiry into the Project pursuant to subsection 5(2) of the *Act*:

1. The purpose of this inquiry is for the Commission to make an assessment of the Economic Effects of the Project, including the matters referenced in Panel recommendations #46 to #49.
2. The Commission must hold a public hearing in accordance with standard Commission policy and practice on the Economic Effects of the Project, including the matters referenced in Panel recommendations #46 to #49.
3. For the purpose of conducting this inquiry and public hearing, the Commission:
 - (a) must invite and consider submissions, evidence and presentations on the Economic Effects of the Project including the New Materias from any interested person, including without limitation, aboriginal groups, the public, governments, the Proponent, other utilities, power producers, ratepayer groups and other interested groups;
 - (b) must hold the public hearing in accordance with the Commission's Public Hearing Guidelines, except that the Commission will make recommendations to the Lieutenant Governor in Council rather than making determinations; and
 - (c) may use all of the powers provided to it under the *Act*.
4. The Commission must prepare a report and recommendations on its assessment of the Economic Effects of the Project, including the results of the public hearing and any implications of its assessment for the Project, BC Hydro ratepayers and BC taxpayers. The report must be provided to the Minister of Energy and Mines by November 30, 2015.
5. The Minister of Energy and Mines must publish the report within 10 days of receipt.

November 18, 2014

Vaughn Palmer: On power, fork in the road is a dam dilemma

Site C vs. independent power producers, debt vs. multi-year contractual obligations

BY VAUGHN PALMER, VANCOUVER SUN COLUMNIST NOVEMBER 28, 2014



Energy Minister Bill Bennett chats with First Nations representatives at the All Chiefs Summit held at the Hotel Vancouver a year ago. First Nations considerations are one of the many factors the B.C. Liberals consider as they ponder green-lighting Site C.

Photograph by: Kim Stallknecht, Vancouver Sun

VICTORIA — As decision day approaches, the B.C. Liberals face two main choices to meet the province's future electricity needs, both controversial.

"I can tell you that we're down now to essentially two options, one of which is Site C and one of which is the independent power project option," Energy Minister Bill Bennett told reporters recently.

The first option would see BC Hydro construct a last-of-its-kind hydroelectric dam at Site C on the Peace River.

The second would entail Hydro contracting with private operators to build smaller-scale power projects — wind, run of river, perhaps biomass and geothermal — that would be scattered around the province.

In disclosing the final two options, Bennett tacitly confirmed that the Liberals have dropped

consideration of building either a new gas-fired generating plant or refurbishing the little-used thermal plant on Burrard Inlet.

Each of the two remaining options has its proponents and — no surprise, this being British Columbia — each also raises ferocious objections. Anything one might say on this file is debatable, including this statement.

The pluses for Site C, as the government sees them, are that hydro is the proven method of electrical generation in this province and it provides some of the cheapest rates on the continent. Once the construction cost has been paid out, hydro dams are reliable for the long-term and there's no need to estimate the future cost of fuel, as with a gas-fired plant.

For the Liberals, independent power projects have their good points too. "I don't think there's any issue around the reliability of the independent power industry," Bennett told reporters. "It's a good industry. We're actually very proud to have it. We get 25 per cent of our electricity today in the province from the IPP industry."

The industry, in a recent analysis (the one prepared, then withdrawn by KPMG), cited some other advantages of smaller-scale projects over the all-or-nothing aspect of Site C. IPPs could be phased in over time and spread around the province. Hydro could contract for range of power sources, including unproven-for-B.C. options such as geothermal.

Bennett, for his part, insists that the deciding factor between the two options should be the impact of each on future electricity rates. "We have to make a decision here that will have implications for many, many decades to the people who live in the province, to the businesses that operate here. We have to try to do everything we can to keep rates down, and that's the basis upon which we'll make this choice."

But having seen competing analyses on that score over the years, I doubt there's an indisputable answer to the question raised by Bennett. It all depends on the assumptions one makes going in and going forward.

Besides, other considerations have to be weighed, including the veto-in-all-but-name that First Nations exercise over resource development in this province.

One advantage for independent power involves the emerging role in such projects for First Nations as partners, developers and suppliers of services. By comparison, natives in the Peace River region have mounted a strong legal case that Site C would cause irreparable damage to aboriginal rights, title and interests.

Another factor is the impact on the provincial debt. IPPs don't entail a lot of provincial borrowing. They are underwritten in large measure by long-term contracts, which by verdict of the independent auditor general (applying generally accepted accounting principles) are listed in the public accounts as \$56 billion-and-counting worth of multi-year contractual obligations but not as debt.

Not so with BC Hydro. Because of the corporation's already hefty debt load, and the government's practice of raiding its accounts for dividends, the giant utility will have to borrow much of what it estimates to be the cost of Site C, namely \$8 billion.

The province is already constrained in how much more it can borrow, according to Finance Minister Mike de Jong. "I don't think we have a lot of room to move at this point," he told me during an interview Thursday on Voice of B.C. on Shaw TV.

"Those rating agencies that assess us increasingly look at other variables and other measures ... The distinction that has historically been made by these agencies between taxpayer-supported debt and the debt incurred by agencies like BC Hydro, which is self-supporting, is beginning to blur in the minds of some of these bodies. So I'm saying we have to be cautious."

Plus if Hydro is green-lighted to borrow billions for Site C, there will be that much less borrowing room for everything else. "It will likely crowd out many other projects," de Jong continued.

Not to say that debt-loading or First Nations will trump all other considerations. Only that when the Liberals say this is one of the toughest and most expensive decisions they've faced, they mean it.

As to timing, Premier Christy Clark told reporters Thursday that BC Hydro, as proponent for Site C, is pressing for a "yes" by the end of the year in order to take full advantage of the 2015 construction season.

But she also left open the possibility that the decision, being contentious, could spill over into next year.

vpalmer@vancouver.sun.com

[Click here to report a typo](#) or visit vancouver.sun.com/typo.

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VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** December 15, 2014

FROM: Debra Key,
Deputy Chief Administrative Officer/
Corporate Officer **FILE:** 0550-01

SUBJECT: 2015 Regular Council Meeting Schedule

ISSUE:

To adopt the 2015 Regular Council meeting schedule.

BACKGROUND:

Subject to Section 127(1) of the *Community Charter*, Council must prepare a schedule of dates, times and places of Regular Council meetings for the next full calendar year.

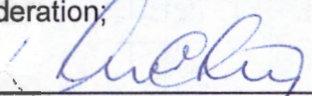
Due to the closure of the Village Office on January 1 and 2, 2015, it is recommended that there be no Council meeting on January 5, 2015.

Accordingly, please find attached a "draft" of the proposed schedule.

RECOMMENDATION:

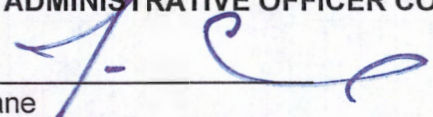
THAT the proposed Regular Council meeting schedule for 2015 be approved as submitted.

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 REGULAR COUNCIL MEETINGS 2015

January 2015						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2015						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2015						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2015						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2015						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2015						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2015						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2015						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2015						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2015						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2015						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

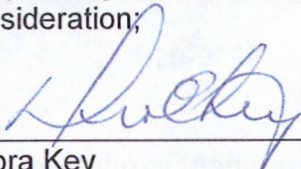
December 2015						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

	Statutory Holidays
	Regular Council Meetings
	Leadership Academy (LGLA) January 13-15 (Richmond)
	LGMA Convention – June 16-18 (Prince George)
	LMLGA Conference – May 6-8 (Harrison Hot Springs)
	UBCM Convention – September 2015 (Vancouver Convention Centre)
	FCM Conference – June 5-8 (Edmonton)

THAT Council authorize document execution by the Mayor and Corporate Officer for all official documents; and

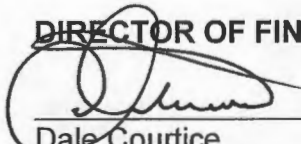
THAT Council appoint Prospera Credit Union as the Financial Institution, McConnell, Voelkl as the Municipal Auditor and Murdy & McAllister as the Municipal Solicitors for the Village of Harrison Hot Springs.

Respectfully submitted for your consideration;



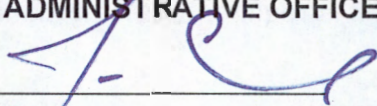
Debra Key
Deputy Chief Administrative Officer/
Corporate Officer

DIRECTOR OF FINANCE COMMENTS:



Dale Courtice
Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:



Ian Crane
Chief Administrative Officer



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** December 15, 2014

FROM: Debra Key, Deputy Chief Administrative Officer/CO **FILE:** 0400-50-03

SUBJECT: Fraser Valley Regional District Board, Fraser Valley Regional District Hospital Board Directors and Alternates and Fraser Valley Aboriginal Relations Committee

ISSUE: Appointment of representatives for the Fraser Valley Regional District Board, Fraser Valley Regional District Hospital Board Directors and Alternates and Fraser Valley Aboriginal Relations Committee.

BACKGROUND:

Section 784 of the *Local Government Act* states that each municipal director is to be appointed at pleasure by the Council among its members. Section 786 of the *Local Government Act* also states that the Council of a municipality may appoint a council member as an alternate director.

The next meeting of the Fraser Valley Regional District Board is on December 17, 2014.

RECOMMENDATION:

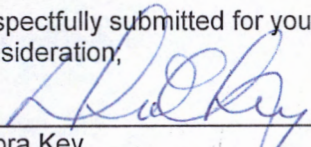
THAT Mayor Leo Facio be appointed to fulfil the role as municipal director for the Fraser Valley Regional District and Hospital Boards; and

THAT Councillor John Buckley be appointed to fulfil the role as alternate municipal director for the Fraser Valley Regional District and Hospital Boards; and

FURTHER THAT Councillor Samantha Piper be appointed to the Fraser Valley Aboriginal Relations Committee; and

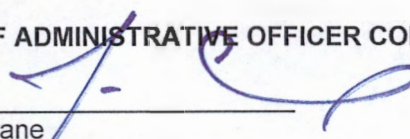
THAT Councillor John Hansen be appointed as alternate to the Fraser Valley Aboriginal Relations Committee.

Respectfully submitted for your consideration,



 Debra Key
 Deputy Chief Administrative Officer/CO

CHIEF ADMINISTRATIVE OFFICER COMMENTS:



 Ian Crane
 Chief Administrative Officer



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

November 6, 2014

Dear Chief Administrative Officers of FVRL Member Local Governments:

This is just a friendly reminder about your local government's annual appointment of a council member and alternate to represent your community on 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 2015 FVRL Board meeting is planned for **Wednesday, January 7, 2015, at 9:00 a.m.** at our Administrative Centre, 34589 DeLair Road, Abbotsford. The agenda will include the election of officers, official Board portraits, orientation to FVRL, and discussion of the proposed 2015 budget.

Would you please advise me not later than **December 19, 2014** of your 2015 Board representative and alternate appointments? You are welcome to send this information to me at 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,

A handwritten signature in cursive script that reads "Irene Geng".

Irene Geng
Office of the Chief Executive Officer | Donor Relations



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** December 15, 2014

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

SUBJECT: Deputy Mayor Appointments

ISSUE:

Pursuant to s. 130(1) of the *Community Charter*, the Council must, in accordance with its applicable procedure bylaw, provide for the designation of a Councillor to act in the place of Mayor.

BACKGROUND:

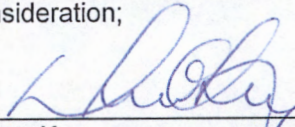
Pursuant to the Council Procedure Bylaw, the Mayor may nominate and Council must appoint a Council member to act in place of the Mayor when the Mayor is absent or otherwise unable to act or when the office of Mayor is absent.

RECOMMENDATION:

THAT the following members of Council be appointed as Deputy Mayor for 2015:

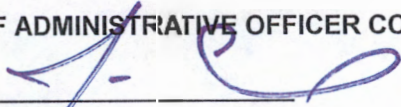
January - March	Councillor Sonja Reyerse
April - June	Councillor John Hansen
July - September	Councillor John Buckley
October - December	Councillor Samantha Piper

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

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** December 4, 2014

FROM: Debra Key, Deputy Chief **FILE:** 1855-02-01
 Administrative Officer/Corporate Officer

SUBJECT: Celebrate Canada Funding Application – July 1, 2015

ISSUE:

Canadian Heritage Celebrate Canada Program for Canada Day, July 1, 2015.

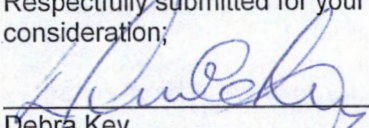
BACKGROUND:

Annually, the Village of Harrison Hot Springs has applied for Canada Day funding under the Celebrate Canada Program from the Canadian Heritage Branch. The deadline to submit the funding application is January 15, 2015. 2015 also marks the 50th anniversary of the National Flag of Canada. Canadian Heritage is encouraging applicants to integrate this celebration into their Canada Day events.

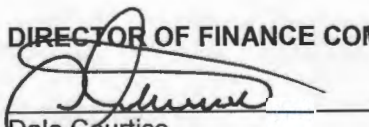
RECOMMENDATION:

THAT approval be given for staff to apply for funding from the Canadian Heritage Celebrate Canada program for the purposes of Canada Day celebrations for 2015.

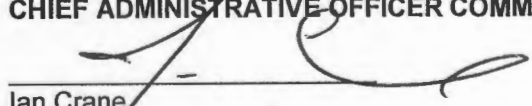
Respectfully submitted for your consideration;


 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



Celebrate Canada

Funding Application Guide

Deadline: January 15, 2015

Application Deadline

Please note that the deadline to submit your funding application for the 2015 edition of Celebrate Canada is January 15, 2015. Any Funding Application Forms postmarked or received by scan and email, by fax, mail, or courier, or delivered to your Canadian Heritage Regional office **after** January 15, 2015 **will not be** eligible for funding.

Service Standards

Acknowledgement: Our goal is to acknowledge receipt of your application form within **15 calendar days**.

Decision: Our goal is to issue official written notification of the funding decision within **18 weeks** of the Program deadline*.

Payment: Our goal is to issue payments within **28 calendar days** of either the successful fulfillment of requirements as outlined in the contribution agreement, or the date of issue of a grant award letter.

If you have not received confirmation within 15 calendar days of the submission of your application, please contact your [Regional Office](#).

**Please note: The above service standard only applies to complete applications.*

Program Information

The Department of Canadian Heritage provides financial support for activities organized on specific days during the Celebrate Canada period, from June 21 to July 1.

The Celebrate Canada period includes National Aboriginal Day on June 21, Saint-Jean-Baptiste Day on June 24, Canadian Multiculturalism Day on June 27 and Canada Day on July 1.

Events funded are expected to be held on the date of the designated day. Priority will be given to events held on the actual date.

Objectives

Funding for Celebrate Canada celebrations will:

- Enable Canadians to appreciate Canada's cultural, ethnic, linguistic and geographic diversity.
- Create opportunities for Canadians to participate in celebrations that create a sense of pride and belonging to Canada.



Eligible Recipients

- Canadian not-for-profit organizations: corporations, cooperatives, and unincorporated associations, etc.;
- Canadian business corporations where projects are non-commercial in nature;
- Canadian educational institutions, Canadian municipal governments and other municipal, provincial and territorial institutions.

Federal, Provincial and Territorial governments are not eligible.

Funding Criteria

Funding decisions are based on available funds and assessments of applications received. The assessment of applications is a competitive process, and resources are limited.

Criteria used to assess applications include: how the proposed project adheres to Program objectives; the use of Canadian symbols/history; the use of partnerships; whether events are taking place on their designated day; the accessibility of the site; whether anticipated attendance is realistic; whether the application is complete; whether the budget is balanced and realistic; whether other sources of revenue are identified; and the number of eligible activities that are part of the event.

2015 marks the 50th anniversary of the National Flag of Canada, an important anniversary in Canadian history. Additional consideration will be given to projects that incorporate themes based on this anniversary, however, funding is not conditional on the inclusion of these elements in the celebrations during the Celebrate Canada period.

Even if your organization and application are determined to be eligible, you are not guaranteed funding from the Program. If your application is successful, the funding you receive may be less than the amount requested.

If you require assistance to complete the application form, please contact your [Regional Office](#). Departmental contact information is provided at the end of this guide.

Eligible Projects

For projects to be eligible, the following criteria must be met:

- The application must be complete.
- The application must be received by the Department on or before the January 15 deadline.
- The project must contribute to the achievement of the Program objectives.
- Activities must be publicly identified as funded by the Department of Canadian Heritage.
- Activities must not charge admission fees or require donation for entry.
- **Events must be open to the general public and promoted as such.**



Funding priority will be given to:

- Proposals that seek wider participation and that are inclusive of various community groups such as Aboriginal groups, official-language minorities, ethnocultural groups and youth.
- **Applicants** who have obtained financial or in-kind support from other sources.
- Events held on the designated day.

Application Requirements

- A complete, accurate and signed application form that includes a **balanced budget** is required. Failure to submit a complete application will result in a **rejection**. All fields are **mandatory** unless designated "optional".
- Applicants requesting over \$50,000 in funding must provide a copy of their organization's most recent financial statements.
- If you previously received funding from the Department of Canadian Heritage but **did not submit a Final Activity Report by the date required** (see Section "If you receive funding"), you are not eligible for further funding.

Funding Terms

The Department provides funding to successful applicants by means of a grant or contribution. In the case of a contribution, a written agreement sets out the parameters for reporting and payment. In the case of a grant, the signed application and approval letter constitute the agreement.

Only one application per applicant will be accepted for the funding cycle. Each of the designated days constitutes an event. If you wish to celebrate more than one of these events (National Aboriginal Day, Saint-Jean-Baptiste Day, Canadian Multiculturalism Day and Canada Day) please include them all in the one application.

Applicants who incur costs prior to notification of approval do so at their own risk. The earliest date at which costs may be eligible is the date your application is received by the Department.

If funds are received from PCH and not spent on Celebrate Canada events as stipulated in the written agreement, they must be returned. Please contact your [Regional Office](#).

Submitting Your Application

We strongly encourage you to scan your completed, signed and dated application and to submit it by email with attachments (if required) to your Canadian Heritage Regional Office.

You may also send your completed, signed and dated form by fax, mail or courier to the [Canadian Heritage Regional Office](#) in your province or territory. **Departmental addresses and telephone contact information is provided at the end of this guide.**

Note: Only hand-written signatures will be accepted.

Please choose one method for submitting your application and do not submit duplicates.

If you have not received confirmation from the Department within 15 days of submission, please contact your [Regional Office](#).



If You Receive Funding

If you make significant changes to your event, please inform your Regional Office. This includes changes to your activities and your delivery dates.

Should you receive funding, a Final Activity Report must be completed at the end of your event and sent to your Regional Office no later than August 31, 2015. Failure to submit a report will render your organization ineligible for further funding from Celebrate Canada.



Part A - Information About the Organization

1. General Information

Organization's Legal Name

Enter the organization's full official name, as it appears on the Certificate of Incorporation or registration document. If the applicant organization is not a corporation, enter the name commonly used.

Organization's Former Name (if applicable)

If the organization had a different name the last time it received funding from the Department, enter the former name in full.

2. Primary Address

Enter the organization's street address. If an unincorporated organization, enter the address of the person authorized to sign for the organization.

3. Mailing Address

Enter the organization's complete mailing address IF it differs from the primary address.

4. Person Authorized to Sign for the Organization

Indicate the name of the person authorized to make decisions on the organization's use of funds. This is usually the Chairperson of the Board of Directors, a member of the Executive Board or the assigned Treasurer. This person must sign the application on behalf of the organization.

Please specify how the authorized representative should be addressed (e.g., Mr., Mrs., Ms., Dr., Reverend, etc.) and ensure the contact information (e.g., email, telephone, etc.) is accurate.

5. Contact Person

The contact person should be the resource person most knowledgeable about the planned activities. Please ensure the contact information (e.g., email, telephone, etc.) is accurate.

6. Structure and Governance of Organization

Geographical Area of Operation of the Organization

Enter your organization's principal geographical area of operation. If your organization operates in several of these areas, select only the one pertinent to the proposal for which you are requesting funding:

- **Inter-provincial/Inter-territorial** (active in at least two provinces or territories);
- **Provincial/Territorial** (active throughout a province or territory);
- **Regional** (active in at least two municipalities in a region);
- **Municipal** (active in a municipality); or
- **Local** (active in a community or neighbourhood).



Legal Status

This is the legal status of the organization. Choose among the following:

- **Established as a Federal Corporation (incorporated).** Please provide *Date of Incorporation and Registration Number*;
- **Established as a Provincial/Territorial Corporation (incorporated).** This includes Municipal governments. Please provide the *Date of Incorporation and Registration Number*.
- **In the process of becoming a Federal Corporation.** Please provide your date of application, leave the *Incorporation / Registration Number* blank;
- **In the process of becoming a Provincial/Territorial Corporation.** Please provide your date of application, leave the *Incorporation / Registration Number* blank;
- **Cooperative.** Please provide Date and Number;
- **Unincorporated Association.** Leave Date and *Incorporation / Registration Number* blank and complete section 11 of the form; or
- **Registered Charity.** Please provide Canada Revenue Agency registration Date and Number.

Applicants are required to send proof of Legal Status. Proof of Legal Status can be provided in the form of:

- Patent Letters
- Business, GST, Incorporation, or Registration Number
- Proof of GST Registration

Unincorporated applicants must complete **Section 11: Unincorporated Applicant Acceptance of Responsibility** of the application form and provide it as their proof of legal status.

Official-Language Minority Group

Official-language minority communities generally consist of Anglophones in Quebec and Francophones outside Quebec. **Please check the appropriate box if your organization represents an official-language minority.** This information aids the Program in its performance measurement.

Ethnocultural Group

Ethnocultural groups are those whose mandate is to share, preserve and promote the cultures of Canada's immigrant peoples. **Please check the appropriate box if your organization represents an ethnocultural group.** This information aids the Program in its performance measurement.



Aboriginal Group

Aboriginal groups and communities include:

- First Nations or Indian Bands, generally located on lands called reserves;
- Inuit communities located in Nunavut, NWT, Northern Quebec (Nunavik) and Labrador;
- Métis communities; and
- Communities of Aboriginal people (including Métis, Non-Status Indians, Inuit and First Nation individuals) in cities or towns which are not part of reserves or traditional territories.

Mandate of the Organization

Enter the mandate of the organization according to the governing documents. If your organization is an unincorporated association or committee that does not have formal standing, please enter the purpose and scope of your organization.



Part B – Project Information

7. Project Description

Project Title

The project title is the name given to your project. It is how your project will be referred to and how it will be promoted.

Project Description – Summary

This information is designed to capture a summary of your proposed project. You will have an opportunity to provide details on specific events in the following pages.

The Celebrate Canada program supports celebrations on the four designated days in the Celebrate Canada period. In the application form, each day constitutes a separate event. Indicate which of these events you propose to celebrate by selecting one or more events from the following list:

National Aboriginal Day;
Saint-Jean-Baptiste Day;
Canadian Multiculturalism Day; and
Canada Day

Enter the start date of the first event in "FROM" and the end date of the last event in "TO". Enter the City (Town, Village, Hamlet, etc.) and Province or Territory where the celebrations will be held.

Please note that priority is given to events held on the actual date of their Celebrate Canada designated day.

All projects supported by Celebrate Canada must be accessible to the general public. In addition to the general public, indicate if your event(s) is (are) designed to reach one or more of the following:

Aboriginal Communities
Ethnocultural Communities
Official-Language Minority Communities
Youth

Insert the expected number of participants for all proposed events over the entire duration of your proposal.

Link with Program Objectives

Indicate the Program objectives that your project will address.

Acknowledgement – How will you acknowledge support from Canadian Heritage?

Should you receive funding, please remember that you need to acknowledge federal funding in your promotional activities and events. There are numerous opportunities for acknowledging federal contribution.

For more information, please refer to the [Public Acknowledgment of Canadian Heritage Financial Assistance](#) section of our website.

Identify, in fifty (50) words or less, the means you will use to acknowledge support from the Department of Canadian Heritage.

How will you ensure that your event(s) is (are) identified as Celebrate Canada events and are well publicized, fully accessible and well attended?

Identify, in fifty (50) words or less, the means you will use to identify events as Celebrate Canada events, and how you will promote them to ensure maximum attendance, e.g., social media, brochures, advertisement, posters, etc.



Additional Project Information

This information is essential for our assessment of your proposal. Answer Yes or No to each question.
Note that your project will not be eligible if you charge an admission fee.

8. Description of Event(s)

Event Title

All activities proposed for Celebrate Canada funding must be linked to one or more of the designated days. Each designated day constitutes an event. For each event you are planning, complete the corresponding 'Description of Event' form.

Event Description

In seventy-five (75) words or less, summarize the main activities, scope and reach of each event.

Activities

Identify the major activities for this event by selecting one or more of the following activities:

- Protocol ceremonies (flag-raising, anthem, etc);
- Fireworks;
- Parades;
- Children or Family activities;
- Shows (cultural displays, performances, entertainment, etc);
- Games (Youth, Adult);
- Traditional Food;
- Canada Day Cake;
- Other.

Specify the date, start and end times, and location of the proposed activities. If you are holding activities over several days and locations, list that information here. **Should your request for funding be approved, the date and location of your event(s) or activity(ies) cannot be changed without prior approval from the Department.**

9. Environmental Assessment Checklist

Projects funded by the Department are subject to the provisions of the Canadian Environmental Assessment Act, 2012. The applicant shall ensure that all activities comply with federal, provincial/territorial and municipal laws and regulations, and related laws or guidelines with respect to environmental matters.

Activities to be carried out on federal lands may require an evaluation of environmental effects under the Canadian Environmental Assessment Act, 2012, prior to the start of the proposed project. If your activities are to be carried out on federal lands, a Program Officer will contact you if additional information is required.

Note: Costs related to environmental assessment are not eligible costs under Celebrate Canada.



10. Official Languages Checklist

English and French are the two official languages of Canada. The Government of Canada is committed to promoting both languages.

There are three levels indicated below. You must identify the level which best represents your proposal. If you receive funding from the Department of Canadian Heritage, you will be required to implement those specific measures. Please note that these minimum requirements must respect provincial/territorial regulations or laws. In some instances, additional measures might be desirable.

A – Projects where the official-language minority community population is less than 5% of the overall population and the requested funding is less than \$5,000:

- The recipient is required to acknowledge the Department's support for the project in English and in French.

B – Projects where the official-language minority community population is less than 15% of the overall population and/or the requested funding is at least \$5,000 but less than \$50,000:

- The recipient is required to acknowledge the Department's support for the project in English and in French.
- The recipient is required to provide basic project information and promotion in English and French (this includes announcements and media events to promote the event).
- The recipient is required to have the main signage components at the event in English and French.

C – Projects where the official-language minority population is 15% or more of the overall population and/or the requested funding is more than \$50,000:

- The recipient is required to acknowledge the Department's support for the project in English and in French.
- The recipient is required to provide basic project information and promotion in English and French (this includes announcements and media activities to promote the event).
- The recipient is required to have the main signage components at the event in English and French.
- The recipient is required to offer basic services at the event (e.g., public announcements, information kiosk, first aid, etc.) in English and French.
- The recipient is required to invite the official-language minority community to participate in the event's programming, where appropriate.

Where can I find information on the official language population in my community?

For information about the official language population in your community, consult the Statistics Canada website <http://www12.statcan.gc.ca/census-recensement/2011/dp-pd/prof/index.cfm> and search for your community. Once you have the Census Profile for your community, consult the data on **First official language spoken**. If you have additional questions, contact your [Regional Office](#).

11. Unincorporated Applicant Acceptance of Responsibility

The Unincorporated Applicant Acceptance of Responsibility form is a fundamental requirement that is applicable to all unincorporated groups. Failure to submit this signed form with an application for funding will result in **rejection** of the application. A minimum of 2 signatures are required.



Part C – Expenses and Revenues

A. Planned Expenses

Cash expense: These are planned costs incurred by the applicant for which funds must be expended to pay for goods and services.

Funding requested from Canadian Heritage: Applicants must use the column 'Funding Requested from the Celebrate Canada Program' to identify the amount of funding requested for each eligible cash expense entry identified in the budget.

In-kind: Materials or services donated to a project by either a third party or the applicant. An in-kind contribution is considered a contribution to the total cost of the proposed activities of the project but is not reimbursable, as no money has changed hands.

Eligible Expenses

The date the application is received by Canadian Heritage is the earliest date expenses are eligible.

Eligible expenditures must be pertinent, reasonable, and essential expenses required to accomplish the objectives of an eligible project. **These include but are not limited to:**

Administrative Expenses

Eligible administrative expenses are capped at 15% of the funding approved. They may include salary and benefits, professional fees, bank charges, office supplies, utilities, and travel and hospitality expenses. Administrative expenses are defined below.

- **Salaries:** Remuneration of permanent and temporary employees. The Organization must provide a list of all paid positions associated to the project and their associated salaries.
- **Professional fees:** Sums paid to resource persons and consultants as well as amounts paid for professional services such as financial auditing.
- **Bank charges:** Service charges associated with the project.
- **Office supplies:** Paper, envelopes, photocopying, etc
- **Utilities:** Telecommunications, electricity, etc
- **Travel and Hospitality (inside Canada only):** Please indicate total travel costs (e.g. train, air, car, taxi, etc.) as well as meal and accommodation costs essential to the planning and/or implementing of the project.

Entertainment Expenses

Entertainment expenses include fees for performers, artists, buskers, Masters of Ceremony, and reasonable travel and hospitality for entertainers within Canada as per the guidelines set out by the Treasury Board of Canada; travel and hospitality must be directly associated with the proposed activities related to Celebrate Canada.

Promotional Expenses

Promotional expenses include communications costs (social media, brochures, community newsletters, newspaper ads, posters, messages distributed to the media, graphic design, signage, paid advertisement), translation and printing.



Logistical Expenses

Logistical costs include project expenses such as supplies for activities, equipment rental (tools, tables, chairs, tent, fencing, sound system, lighting, etc), security and safety (guards, paramedics).

Food Expenses

- For Canada Day, birthday cake is the only eligible food expense, with the exception of activities organized in the Territories (Nunavut, Northwest Territories and Yukon). All food expenses are eligible in the Territories in lieu of fireworks.
- For Saint-Jean-Baptiste Day, National Aboriginal Day and Canadian Multiculturalism Day, ceremonial and traditional food items such as bannock and salmon for National Aboriginal Day **may** be eligible.

Liability Insurance

Liability insurance is a requirement for your events and is an eligible expense under the Program.

Total Expenses

The electronic form will automatically calculate "Grand Total Planned Expenses".

This section contains the sum of "Total Cash" and "Total In-Kind", as well as "Total Funding Requested from Celebrate Canada Program".

When the Application Form is completed by hand, the resulting sum of the "Funding Requested from Celebrate Canada Program" column should be copied to the corresponding row in "Anticipated Revenues".

Ineligible Expenses

The following expenses are **NOT** eligible:

- Costs related to infrastructures;
- Lobbying activities, advocacy;
- Activities or services that take place outside Canada;
- Prizes; and
- Fairs and festivals.

B. Anticipated Revenues

Funding Requested from Celebrate Canada Program

The electronic form will automatically calculate the "Funding Requested from Celebrate Canada Program".

If you are completing the form in hard copy, enter in this section the same amount calculated from the Planned Expenses "Total Funding Requested from Celebrate Canada Program" box.

Other Sources of Revenues

Identify all anticipated sources of revenue. Other sources include the contribution from the organization, community partners, other government contributors, foundations, etc.

The electronic form will automatically calculate the Sub-totals for "Cash" and "In-Kind" and the "Grand Total Planned Revenues".



If you are completing the form in hard copy, calculate the sum of all "Cash" amounts entered. Enter the sum in the corresponding sub-total. "Grand Total Planned Revenues" is the sum of "Total Cash" and "Total In-Kind".

To be eligible, the budget must balance. Grand Total Planned Expenses must equal Grand Total Planned Revenues. In-Kind Expenses must also equal In-Kind Revenues.

Remember:

Even if your organization and application are eligible, you are not guaranteed funding from the Department, and even if your application is successful, the funding you receive may be less than the amount requested.

Part D – Documents Checklist

This list is optional. It is designed to help you confirm that you have included all the required documents in your application. Some documents are required and others are mandatory only in certain cases and are therefore identified as "(if applicable)".

Part E – Attestation

This section must be complete for your application to be deemed receivable. The Organization and its representative(s) must attest that they have read, understood and agreed to comply with all clauses.

Once complete, the application constitutes a **legally binding agreement** between the Organization and Her Majesty the Queen in Right of Canada as represented by the Minister of Canadian Heritage and Official Languages and is effective the date the funding is approved by the Minister.

Signature

The application must be signed **by hand** by a person (or persons) authorized by the Organization. (Please refer to "Person Authorized to Sign for the Organization" on page 4.)

A document of authorization from the Organization (e.g., Annual General Meeting motion, By-Law, Board of Directors' resolution, Delegation of Signing Authority form, etc.) may be requested by the Department as proof of authority.

Two signatures are needed in the case of an unincorporated applicant or if the Organization's Constitution and By-Laws require it, otherwise, one signature will suffice.

Please send your Funding Application Form to your Canadian Heritage [Regional Office](#).

Final Activity Report

If you receive funding, a *Final Activity Report* must be completed at the end of your event and sent to your Regional office **no later than August 31, 2015**. Failure to submit a report will render your organization ineligible for further funding from Celebrate Canada.

This Final Activity Report may be completed electronically. It includes features to help simplify its completion. If you prefer, you may also print the *Final Activity Report* and complete it in paper format. You will be asked to report on event participation, outreach tools, media coverage, official language measures, and distribution of promotional materials.

Once completed, this form can be scanned and transmitted by email or sent by fax, mail, courier or hand delivered to your Canadian Heritage [Regional Office](#).



Canadian Heritage Offices

Please send your *Funding Application Form* to your Canadian Heritage Regional Office. For more information you may also consult our website.

BRITISH COLUMBIA	YUKON
<p>Address: Canadian Heritage Celebrate Canada Program 351 Abbott Street, Suite 205 Vancouver, British Columbia V6B 0G6 Email: wr-ro@pch.gc.ca Toll-free: 1-800-663-5812 Facsimile: 604-666-3508</p>	<p>Address: Canadian Heritage Celebrate Canada Program 351 Abbott Street, Suite 205 Vancouver, British Columbia V6B 0G6 Email: wr-ro@pch.gc.ca Toll-free: 1-800-663-5812 Facsimile: 604-666-3508</p>
ALBERTA	NORTHWEST TERRITORIES
<p>Address: Canadian Heritage Celebrate Canada Program Canada Place 9700 Jasper Avenue, Suite 1132 Edmonton, Alberta T5J 4C3 Email: wr-ro@pch.gc.ca Telephone: 780-495-3350 Facsimile: 780-495-4873</p>	<p>Address: Canadian Heritage Celebrate Canada Program 5101 50th Avenue, Suite 323 PO Box 460 Yellowknife, Northwest Territories X1A 2N4 Email: pnr.rpn@pch.gc.ca Telephone: 867-766-8480 Toll-free: 1-866-811-0055 Facsimile: 867-766-8489</p>
SASKATCHEWAN	MANITOBA AND NUNAVUT
<p>Address: Canadian Heritage Celebrate Canada Program 1975 Scarth Street, Suite 400 Regina, Saskatchewan S4P 2H1 Email: pnr.rpn@pch.gc.ca Telephone: 306-780-7287 Toll-free: 1-866-811-0055 Facsimile: 306-780-6630</p>	<p>Address: Canadian Heritage Celebrate Canada Program 240 Graham Avenue, Suite 510 PO Box 2160 Winnipeg, Manitoba R3C 3R5 Email: pnr.rpn@pch.gc.ca Telephone: 204-983-3601 Toll-free: 1-866-811-0055 Facsimile: 204-983-4751</p>
ONTARIO	QUEBEC
<p>Address: Canadian Heritage Celebrate Canada Program 150 John Street, Suite 400 Toronto, Ontario M5V 3T6 Email: pch-ontario@pch.gc.ca Telephone: 416-973-1990 Toll-free: 1-800-749-7061 Facsimile: 416-954-4515</p>	<p>Address: Canadian Heritage Celebrate Canada Program Dominique Ducharme Building 105 rue McGill St., Suite 200 Montréal, Quebec H2Y 2E7 Email: pch-qc@pch.gc.ca Telephone: 514-283-7926 Toll-free: 1-866-811-0055 Facsimile: 514-283-7727</p>



Canadian Heritage Offices	
NEW BRUNSWICK	NOVA SCOTIA
<p>Address: Canadian Heritage Celebrate Canada Program 1045 Main Street Moncton, New Brunswick E1C 1H1 Email: pch-atlan@pch.gc.ca Telephone: 506-851-7066 Toll-free: 1-800-561-7146 Facsimile: 506-851-7079</p>	<p>Address: Canadian Heritage Celebrate Canada Program Old Red Store, Historic Properties 1875 Upper Water Street, Suite 200 Halifax, Nova Scotia B3J 1S9 Email: pch-atlan@pch.gc.ca Telephone: 902-426-2244 Toll-free: 1-800-996-3995 Facsimile: 902-426-5428</p>
PRINCE EDWARD ISLAND	NEWFOUNDLAND AND LABRADOR
<p>Address: Canadian Heritage Celebrate Canada Program Jean Canfield Government of Canada Building 191 University Avenue, 2nd Floor Charlottetown, Prince Edward Island C1A 4L2 Email: pch-atlan@pch.gc.ca Telephone: 902-566-7188 Toll-free: 1-866-811-0055 Facsimile: 902-566-7186</p>	<p>Address: Canadian Heritage Celebrate Canada Program 10 Barters Hill, 3rd Floor P.O. Box 5879 St. John's, Newfoundland and Labrador A1C 5X4 Email: pch-atlan@pch.gc.ca Telephone: 709-772-5364 Toll-free: 1-866-811-0055 Facsimile: 709-772-2940</p>



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council DATE: December 4, 2014

FROM: Debra Key, Deputy Chief Administrative Officer/CO FILE: 2380-20-05

SUBJECT: Village Tenure – Application for Replacement Renewal
Lease No. 232337 over District Lot 6265, Group 1, New Westminster District, for community and cultural use for Civic Plaza (non-commercial) purposes

ISSUE: Council approval to apply for Replacement Renewal

BACKGROUND:

The Village was granted a Lease – Aquatic Lands over the tenure known as the Civic Plaza on May 15, 1985 (30 year lease). The lease was granted for community and cultural purposes. The above mentioned lease expires on May 15, 2015 and the Ministry of Forests, Lands and Natural Resource Operations requested that the Village apply for replacement tenure. The deadline for this application has been extended to December 29, 2014.

Staff has prepared a completed application, together with a Development Plan and Site Plan of the tenure area. The application also requires a renewal fee in the amount of \$210.00 and a resolution of Council endorsing the application.

RECOMMENDATION:

THAT Council authorize staff to make application to renew the current tenure over District Lot 6265, Group 1, New Westminster District, for community and cultural use for Civic Plaza (non-commercial) purposes.

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

RECEIVED



BY VILLAGE OF HARRISON HOT SPRINGS

Our File: 2401930
October 9, 2014

The Village Of Harrison Hot Springs
PO Box 160
Harrison Hot Springs, BC V0M 1K0

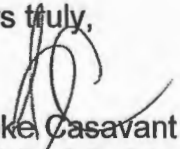
Re: Lease No. 232337 over District Lot 6265, Group 1, New Westminster District, for community and cultural use for Civic Plaza (non commercial) purposes

Your agreement described above will expire on May 15, 2015. If you wish to apply for a replacement tenure, the following must be delivered to our office on or before November 10, 2014.

1. Completed Application for Crown Land (Replacement) enclosed;
2. Application fee in the amount of \$200.00 and GST for a total of \$210.00. Cheques are payable to the Minister of Finance;
3. A Development Plan that explains: the nature of the proposed use; the nature and location of all proposed improvements in relation to the application boundary; proposed development and operating schedule; all other relevant details of the proposal. Detailed information regarding the Development Plan can be found at:
http://www.for.gov.bc.ca/Land_Tenures/tenure_programs/programs/community/checklist.pdf;
4. A site plan, drawn to scale with a north arrow, identifying the boundaries of the application area in relation to other legal boundaries and showing the location of all improvements;
5. A resolution of the municipal council, regional board or band council endorsing the application, indicating the purpose and term for which the resolution is given.

Please note, additional information and/or documentation may be required. If you have any questions regarding this information, do not hesitate to contact me by phone at 604-586-5625 or by e-mail to brooke.casavant@gov.bc.ca.

Yours truly,


Brooke Casavant
Portfolio Administrator



LEASE—AQUATIC LANDS

THIS LEASE executed in triplicate and dated for reference the 15th day of May, 1985, IN PURSUANCE OF THE LAND ACT (Section 35) and the LAND TRANSFER FORM ACT.

LEASE No. 232337
FILE No. 2401930

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

(hereinafter called the "Lessor") OF THE FIRST PART

and THE CORPORATION OF THE VILLAGE OF HARRISON HOT SPRINGS
495 Hot Springs Road
Box 160, Harrison Hot Springs, British Columbia
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 referred to as the "Land");

NOW, THEREFORE, in consideration of the rental 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 the purpose described in the schedule attached entitled the Management Plan (hereinafter called the "Management Plan").

Article II — Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of Thirty (30) years commencing on the 15th day of May, 1985 (herein called the "Commencement Date").

Article III — Rent

(3.01) YIELDING AND PAYING THEREFORE for the term the rent as prescribed in the Rental Schedule attached.

Article IV — Covenants of the Lessee

- (4.01) The Lessee covenants with the Lessor
 - (a) to pay rent 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 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 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 improvement 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 the provisions of the Management Plan which pursuant to section (13.06) forms an integral part of this lease;
 - (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 or 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;
 - (h) to deliver to the Lessor from time to time, upon demand, copies of insurance policies 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;
 - (j) to indemnify and save the Lessor harmless against all losses, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of

- (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 occupation of the Land, and the Lessor may add the amount of such losses, damages, costs and liabilities to the rent 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, 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.
 - and to the extent necessary this covenant shall survive the expiration or 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 materials 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 or in the vicinity of the Land;
- (q) not to use the Land or carry on or permit any activity on the Land or on the surface of the water covering the Land that contravenes any provision of the *Federal Navigable Waters Protection Act* or any other enactment, order, regulation or law of the Federal Government of Canada respecting navigable waters, shipping or marine life resources.

Article V — Assignment

(5.01) The Lessee shall not assign, sublet or transfer this lease without the prior written consent of the Lessor.

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 subject to all terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

- (b) title to any 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 to the Land or to maintain or improve existing access roads;
- (d) that this lease and all the terms and conditions of it may be inspected by the public at such times and at such places as the Lessor may determine;
- (e) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior 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, a 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;
- (f) for the purposes of subsection (e) 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;
- (g) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would be fact, be materially affected by a grant of rights under subsection (e) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the Arbitration Act;
- (h) 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 (e) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;
- (i) 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 Act, Mining (Placer) 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 47 of the Land Act;
- (j) 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 (e) and (i) 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 (e) and (i) of section 7.01 shall be borne solely by the Lessee, AND
 - (iii) he shall not commence or maintain proceedings under section 60 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 rights, privileges or interests described in subsections (e) and (i) of section 7.01.

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 rent, 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 rent 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 rent 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 — Renewal

- (9.01) The Lessor may offer a further lease of the Land to the Lessee, by notice in writing to the Lessee at the rental, and on the terms specified in the notice where
 - (a) the term of this lease is for 10 years or more,
 - (b) the Lessee is not in default hereunder,
 - (c) one-half of the term of this lease has expired, AND
 - (d) the Lessee has, in writing, applied for a further lease of the Land for the purpose permitted by this lease.
- (9.02) The Lessee shall have a period of sixty (60) days from the date of receipt of the notice referred to in section 9.01 to accept a further lease of the Land by endorsing his acceptance on the notice and delivering it to the Lessor within the time limited in this section.
- (9.03) If, on the expiration of the term, the Lessor elects to grant a further lease of the Land, the Lessor shall, by notice in writing, offer the further lease to the Lessee at the rent and on the terms and conditions specified in the notice.
- (9.04) The Lessee shall have a period of 60 days from the date of receipt of the notice referred to in section 9.03 to accept a further lease of the Land by endorsing his acceptance on the notice and delivering it to the Lessor within the time limited in this section. If the Lessee elects not to accept the further lease of the Land within the time limited in this section, the Lessor shall be at liberty to grant a lease of the Land to any other person at the rent and on the terms specified in the notice.
- (9.05) If the Lessee declines to accept a further lease of the Land under this Article, the Lessor shall not, for a period of two years after the date of the notice referred to in section 9.03, offer a lease of the Land to any person at a rent or on terms more favourable than those specified in the notice without first offering a further lease of the Land to the Lessee at that rent and on those terms.

Article X — Security

- (10.01) The security in the sum of \$ NIL 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.
- (10.02) 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.
- (10.03) 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 the lease.
- (10.04) Notwithstanding section 10.01, 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.
- (10.05) The Lessee shall, within 60 days of receiving the notice referred to in section 10.04, 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 XI — Mortgage of Lease

- (11.01) The Lessee shall have the right from time to time to mortgage this lease and the leasehold interest of the Lessee created by it, and any improvements on the Land (herein called the "Leasehold Mortgage"). In the event of any breach or default of any of the covenants, terms and conditions of this lease by the Lessee, the first leasehold mortgagee shall be entitled, in order to avoid a forfeiture of the lease, to make any payments and do and perform all acts or things that may be necessary or required to prevent a forfeiture.
- (11.02) The Lessee shall give notice to the Lessor of any Leasehold Mortgage of this lease and the Lessee's leasehold interest herein together with a copy of the instrument creating it within 30 days after it is granted.
- (11.03) If by reason of default of the Lessee this lease is terminated before the expiration of the term, the Lessor may enter into a new lease of the Land with the first leasehold mortgagee for the period that but for such termination would have been the remainder of the term, the new lease to become effective immediately on the termination of this lease, at the rent and on all of the terms, provisions, covenants and agreements contained in this lease, subject to the rights of any person then in possession of the Land so long as
 - (a) the first leasehold mortgagee has made a written request to the Lessor for a new lease within 30 days of its termination and the request is accompanied by payment to the Lessor of all sums of money then due to the Lessor hereunder including reasonable legal fees and expenses in connection with the foregoing and with the preparation of the new lease;
 - (b) at the time of execution and delivery of the new lease, the first leasehold mortgagee pays to the Lessor all sums that would at the time of execution and delivery of the new lease be due under this lease but for such termination and agrees to diligently cure or remedy any default of the Lessee under this lease, the curing or remedying of which requires the leasehold mortgagee to be in possession of the Land.
- (11.04) So long as the Lessor has received written notice of a Leasehold Mortgage under section 11.02, the Lessor will give 30 days notice to the first leasehold mortgagee at his address specified in the notice, of the Lessor's intention to terminate this lease and of the nature of the Lessee's default hereunder.
- (11.05) Under any new lease delivered to the first leasehold mortgagee, the Lessor shall not warrant possession, but shall lease only that estate in the Land as the Lessor shall then have, subject only to those matters to which this lease is subject and to those matters suffered, created or permitted to be suffered or created by the Lessee under the terminated lease.

- (11.06) The failure of the first leasehold mortgagee to execute and deliver to the Lessor the new lease within 30 days after it is tendered by the Lessor or to comply with any other provisions of this Article shall conclusively be deemed an abandonment and waiver on the part of the first leasehold mortgagee of all rights to obtain the new lease and of any and all rights against the Lessor.
- (11.07) The Lessor hereby represents that the first leasehold mortgagee shall be entitled to rely on the provisions of this Article and to enforce them against the Lessor subject to the provisions of this lease.
- (11.08) The making of a Leasehold Mortgage shall not constitute an assignment, sublease or transfer of this lease that requires
 - (a) the consent of the Lessor, or
 - (b) the leasehold mortgagee to observe and perform the Lessee's covenants unless the leasehold mortgagee enters into possession of the Land in the exercise of his rights to foreclose the Leasehold Mortgage.

Article XII — Notice

- (12.01) 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 notice or document shall be conclusively deemed to be served on the eighth day after its deposit in a Canada Post office at any place in Canada.
- (12.02) 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.
- (12.03) Notwithstanding section 12.01, 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 XIII — Miscellaneous

- (13.01) 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. The waiver by the Lessor of any breach by the Lessee 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 unnece-

sary such consents or approvals to any subsequent same or similar act by the Lessee.

- (13.02) 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.
- (13.03) 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.
- (13.04) Time is of the essence in this agreement.
- (13.05) Notations of change to this lease will be recorded on the page attached entitled Endorsement.
- (13.06) The Lessee acknowledges and agrees with the Lessor that all schedules referred to in this lease form an integral part of this lease.
- (13.07) The records of the Lessor shall be conclusive evidence of the contents of any schedule referred to in this lease.

Article XIV — Interpretation

- (14.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- (14.02) 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 intent of the provisions herein.
- (14.03) 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.
- (14.04) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
- (14.05) If any section of this lease or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

SIGNED, SEALED AND DELIVERED by a duly authorized representative of the Minister of Lands, Parks and Housing on behalf of Her Majesty the Queen in Right of the Province of British Columbia in the presence of

[Signature]
 Commissioner for taking Affidavits in British Columbia

[Signature]
 Regional Director



SIGNED, SEALED AND DELIVERED by

in the presence of

Signature of Lessee

SIGNED, SEALED AND DELIVERED by

in the presence of CORPORATION OF THE VILLAGE of HARRISON HOT SPRINGS

Paul E. Johnson
[Signature]
 Signature of Lessee

SIGNED, SEALED AND DELIVERED
by

in the presence of

Signature of Lessee

SIGNED, SEALED AND DELIVERED
by

in the presence of

Signature of Lessee

The Common Seal of

was hereunto affixed in the presence
of:

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

c/s



LEASE No.

232337

FILE No.

2401930

INSTITUTIONAL

1.1 Purpose

Community and Cultural Use for Civic Plaza (non-commercial).

1.2 Special Provisions



Province of
British Columbia

Ministry of Lands,
Parks and Housing

Rental Schedule

LEASE No.

232337

FILE No.

2401930

The rental for the term shall be the sum of \$ 1.00, payable in advance, on the Commencement Date.



Province of
British Columbia

Ministry of Lands,
Parks and Housing

ENDORSEMENTS

LEASE No.

232337

FILE No.

2401930



LEASE No.

232337

FILE No.

2401930

1.1 Legal Description

Lot 6265, Group 1, New Westminster District.

L57c (2/83) M-342

**PLAN OF LOT 6265, GROUP 1,
NEW WESTMINSTER DISTRICT.**

SCALE 1" = 60 FEET.

- Legend:**
- Bearings derived from Solar observation.
 - O.I.P. indicates iron post found in place.
 - ◉ O.P. indicates wooden post found in place.
 - ⊙ P.C. indicates standard post in concrete block.
 - ⊙ I.P. indicates 7/8" x 30" galvanized iron post set.
 - indicates 3 Pile Dolphin.

DEPARTMENT OF PUBLIC WORKS, CAN.
INSTRUCTIONS, MARCH 23, 1951.
FILE 0101522.



Certified correct according to
Survey made March 31st 1951.

Surveyor's Signature
1 E

Surrell, McCaugan & Hunter.



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** December 8, 2014

FROM: Lisa Grant **FILE:** 3090-20-2014/01
 Manager of Development and Community Services

SUBJECT: Development Variance Application for 480 Hot Springs Road

ISSUE:

To consider a Development Variance Permit application to relax the minimum required front setback.

BACKGROUND:

The property owner has applied for a Development Variance Permit (DVP) to reduce the minimum required front setback from 7.5 m to 4.5 m to facilitate the construction of a single family dwelling.

The subject property is located at 480 Hot Springs Road and is currently undeveloped. A location map is provided as Attachment A. The subject property is 0.3 ha (.94 acres) and is a long and narrow shaped property. It gently slopes towards Miami Slough at the rear of the property. It is bordered by Miami Slough to the west and north. The property is fronted by Hot Springs Road to the east. A portion of the property extends into Miami Slough at the rear. Generally the overall land area, and subsequently the building envelope, is limited by the shape of the property and its proximity to Miami Slough.

Currently, the property is zoned Low Density Residential (Duplex) R-2. The R-2 zone permits the construction of a single family dwelling. Pursuant to "Village of Harrison Hot Springs Zoning Bylaw No.1020, 2012" the minimum required front setback is 7.5 m (24.6 ft).

The property owner has applied for a development variance permit to reduce the front setback to 4.5 m to maximize the building envelope. The current proposal will locate the house at the southern portion of the property. This is the area that provides the greatest property depth to locate a dwelling unit. A site plan is provided in Attachment B.

DISCUSSION:

Below is a table of siting requirements for R-2 Zone:

	Proposed	Required	Comments
Front setback	4.5 m (14.7ft)	7.5 m (24.6ft)	Applicant seeking a DVP to reduce the required setback.
Interior side setback (north)	1.5 m (5ft)	1.5 m (5ft)	
Interior side setback (south)	1.5 + m	1.5 m (5ft)	
Rear setback	7.5 m + (14.7ft)	7.5 m (14.7ft)	A portion of the property line extends into Miami Slough. For determining rear setback requirements, the legal boundary it used to determined distance to the property boundary. The proposed building is situated less than 1 m from the top of bank. However the distance of the proposed dwelling may change based on environmental approvals and engineering requirements.

Other matters such as lot coverage, height, and parking requirements will be reviewed at the Building Permit stage. The proposed use (single family dwelling) is a permitted use in the R-2 zone.

Riparian Area Regulation and Miami River Development Permit Area:

As described in above and shown on Attachment B, the rear of the property is bordered by Miami Slough. The proposed dwelling would be located with the 30 m (100ft) of a watercourse triggering the need for a Riparian Area Regulation (RAR) assessment. The property owner has engaged a professional biologist to evaluate and determine what the streamside protection and enhancement area (SPEA) setback requirement will be. At this time, the professional biologist is working on the RAR assessment. As part of the RAR assessment, property owner is seeking a reduced front setback to maximize the SPEA.

The following was submitted by the professional biologist in support of this DVP application:

"The plan presented by Mr. Baziuk is supported from an environmental perspective. It would be greatly preferred if the Village of Harrison could approve a variance (relaxation) of the front yard setback so that the encroachment at the slough side can be minimized. I would support a variance from 7.5 m down to 4.5 m if this is acceptable to the Village of Harrison. Once the acceptability of a variance is determined, we can finalize the actual areas of encroachment into the streamside protection and enhancement area (SPEA). Those would be documented in the RAR report that would eventually be submitted to MFLNRO through their Notification System."

A RAR approval is still required.

In addition to RAR, the property owner will have to apply and obtain a Development Permit issued by Council. A report will be required for the Development Permit that specifies the measures to be taken for the protection and enhancement of the Miami River ecosystem that: maintain, restore or enhance contiguous natural riparian vegetation, control drainage through landscaping, land shaping and other measures such as stormwater runoff from the development site, and prevent soil erosion and sediment runoff during the construction phase of development. To date, the property owner has not applied for a Development Permit.

Additional Approvals Required:

The development proposal is in its early stages. As described above, environmental approvals are still required. The following approvals need to be obtained prior to any commencement of construction:

- Generally a 30 m setback is required from Miami Slough. In cases where this setback cannot be met, an engineering report from a qualified professional pursuant to Part V .18) Flood Control Requirements .6) of "Village of Harrison Hot Springs Zoning Bylaw No. 1020, 2012", which designates a setback from Miami Slough may be submitted to the Village for consideration. This will generally happen at the time of Building Permit application.
- Building Permit. In addition to meeting the requirements of the B.C. Building Code, any geotechnical issues will be dealt with at this stage at the discretion of the Building Inspector.
- Ministry of Transportation and Infrastructure Highway Access Permit.

Neighbour Notification:

The *Local Government Act* Section 922 requires that notice be given to property owners or tenants by mailed or otherwise delivered at least 10 days prior to the consideration of a Development Variance Permit. The "Public Notice Provision Bylaw No. 553, 1991" requires a 30 m notice buffer apply. Notice of the Development Variance Permit was mailed on Thursday December 4, 2014 to property owners and tenants. This is consistent with Village and Provincial requirements. People, who feel their interests are affected by this application, may submit comments in writing to the Village Office by December 15, 2014 by 4 pm.

At the writing of this staff report, no comments have been received from the public. Any comments submitted will be presented to Council at the Regular Meeting on December 15, 2014.

Conclusion:

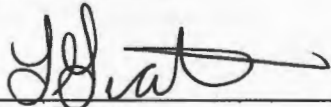
At this time, staff is recommending the approval of a Development Variance Permit to reduce the front setback from 7.5 m to 4.5 m to permit the construction of a single family structure. While the proposal is still in its early stages and several approvals are required, reducing the front setback allows for the property owner to shift their building envelope forward to provide for a streamside protection and enhancement area.

Alternatively, Council can chose to not approve the Development Variance Permit application, therefore requiring the property owner to meet the 7.5 m front setback. This would limit the building footprint and potentially shift the house location closer to Miami Slough, provided the property owner can obtain all of the approval requirements as described above.

RECOMMENDATION:

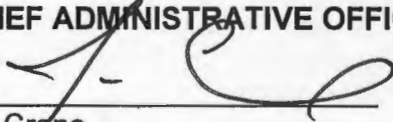
THAT Council approve the issuance of Development Variance Permit 2014/01 with respect to the property located at 480 Hot Springs Road.

Respectfully submitted for your consideration;



Lisa Grant
Manager of Development and Community Services

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

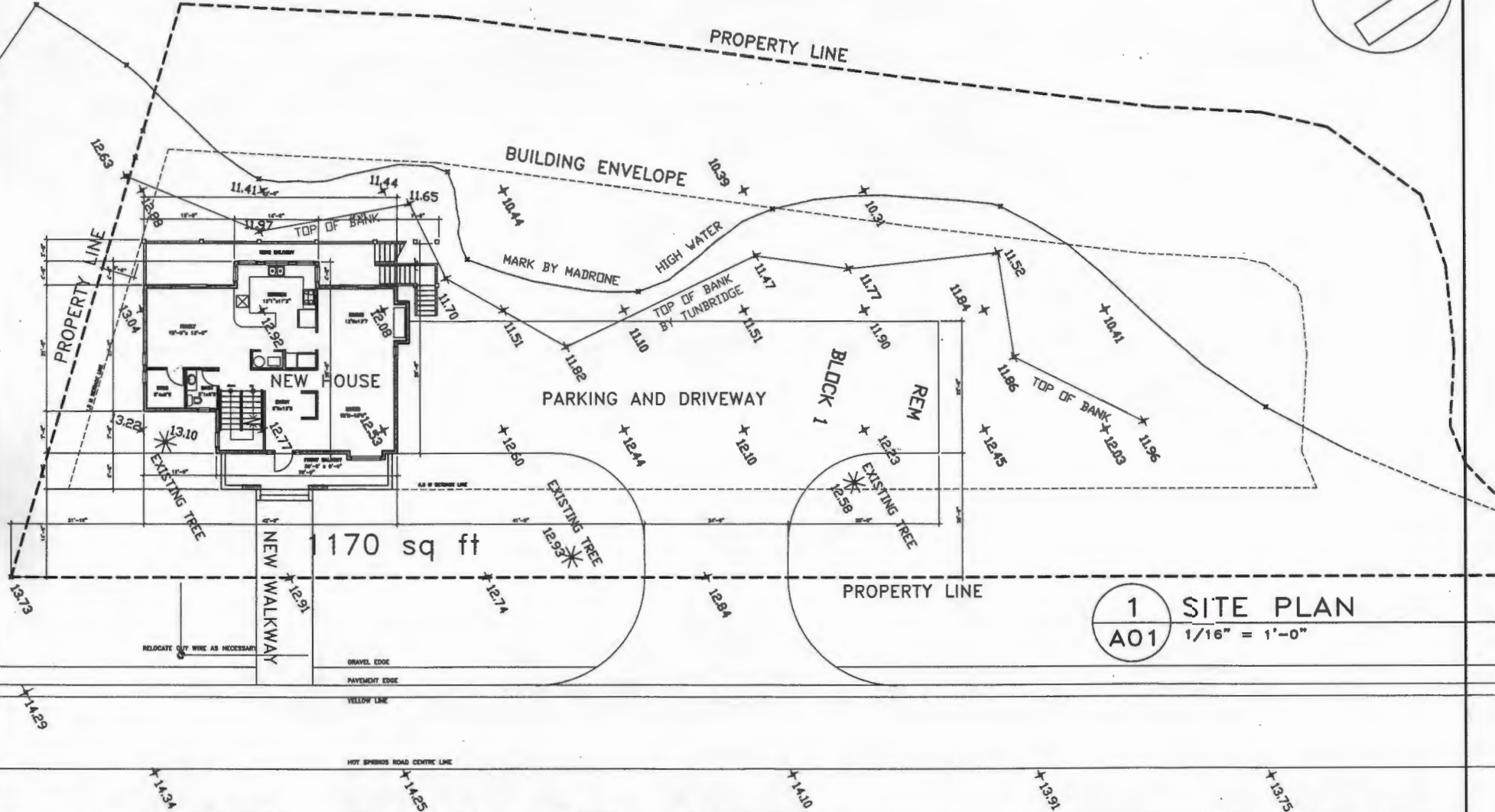


Ian Crane
Chief Administrative Officer

Harrison Hot Springs



PLAN SHOWS EXISTING ELEVATIONS



1 SITE PLAN
 A01 1/16" = 1'-0"

A.R. BAZIUK
Architect LTD.
 Box 29, Harrison Hot Springs, BC, V0M 1K0
 780-920-5301 or 604-798-1120

**BAZIUK RESIDENCE
 HARRISON HOT SPRINGS, BC**

SITE PLAN
 531
 OCT 23, 2014 **A-01**

VILLAGE OF HARRISON HOT SPRINGS

DEVELOPMENT VARIANCE PERMIT

FILE NO. 3090-20 DVP 01/14

1. This Development Variance Permit No.01/14 is issued to:

Andrew and Stephanie Baziuk
Box 29
Harrison Hot Springs BC V0M 1K0

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:

Block 1, Except: Parcel "A" (Reference Plan 22152) Section 13 Township 4 Range 29 West of the Sixth Meridian New Westminster District Plan 9786 (the "Lands")

Civic Address:

480 Hot Springs Road, Harrison Hot Springs BC V0M 1K0

2. This Development Variance Permit ("DVP") is issued pursuant to the *Local Government Act* and the applicable bylaws of the Village and is issued subject to compliance with all of the bylaws of the Village, except as specifically varied or supplemented by this Permit.
3. The following DVP terms and conditions shall apply to the Lands:
 - (a) THAT "Village of Harrison Hot Springs Zoning Bylaw No. 1020, 2012", R-2 Low Density Residential 2 (duplex) Part VI Land Use Zones, Section .3) Residential Zones (2) Minimum Front Setback be varied by reducing the minimum front setback from 7.5m (24.6 ft) to 4.5m (14.7 ft).
4. No variances other than those specifically set out in this permit are implied or to be construed.
5. The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this permit and any plans and specifications attached to this permit shall form a part hereof.
6. Nothing in this permit shall in any way relieve the developer's obligation to ensure that the development proposal complies in every way with the statues, regulations, requirements, covenants and licenses applicable to the undertaking.

AUTHORIZING RESOLUTION PASSED by Village of Harrison Hot Springs Council on the DAY OF _____, 2014.

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

ANDREW ROMAN BAZIUK

STEPHANIE LUBONICCA BAZIUK

THIS PERMIT IS ISSUED this _____ day of _____, 2014.

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

Leo Facio, Mayor

Debra Key, Corporate Officer

DRAFT