

NOTICE OF MEETING AND AGENDA REGULAR COUNCIL MEETING

Monday, February 5, 2024, 7:00 PM
Memorial Hall, 290 Esplanade Avenue,
Harrison Hot Springs, BC V0M 1K0

THIS MEETING WILL BE CONDUCTED IN-PERSON AND VIA ZOOM VIDEO CONFERENCE

1. CALL TO ORDER		
Meeting called to order by Mayor Wood Acknowledgement of Sts'ailes traditional territory.		
2. INTRODUCTION OF LATE ITEMS		
3. APPROVAL OF AGENDA		
4. ADOPTION OF COUNCIL MINUTES		
(a) THAT the Regular Council Meeting Minutes of January 15, 2024 be adopted.		Page 1
(b) THAT the Special Pre-Closed Council Meeting Minutes of January 25, 2024 be adopted.		Page 11
5. BUSINESS ARISING FROM THE MINUTES		
6. CONSENT AGENDA		
i. Bylaws		
ii. Agreements		
iii. Committee/ Commission Minutes		
iv. Correspondence	(a) Letter dated January 11, 2024 from the Ministry of Public Safety Re: Follow up – Seasonal Policing and Provincial Police Resourcing	Page 13
	(b) Letter dated January 13, 2024 from Girl Guides of Canada Re: Support for Girl Empowerment February 22, 2024	Page 15
	(c) Letter dated January 18, 2024 from Okanagan Basin Water Board Re: Call for Immediate Action to Prevent Invasive Mussel Introduction	Page 17
	(d) Letter dated January 26, 2024 from Forest Enhancement Society of BC Re: FESB Accomplishments Update	Page 21
	(e) Letter dated January 26, 2024 from the District of Sicamous Re: Support for Bill 34	Page 25
7. DELEGATIONS/PETITIONS		

8. CORRESPONDENCE	
(a) Letter dated January 11, 2024 from Blair Degenstein Re: Proposed Dyke Height Increase	Page 27
(b) Email dated January 24, 2024 from Kevin Penney Re: Crosswalk Safety	Page 29
(c) Email dated January 26, 2024 from Councillor Allen Re: Opportunity to Minimize the Impact of Dyke Raising Along our Waterfront	Page 31
9. BUSINESS ARISING FROM CORRESPONDENCE	
10. REPORTS OF COUNCILLORS, COMMITTEES, COMMITTEE OF THE WHOLE AND COMMISSIONS	
11. REPORTS FROM MAYOR	
12. REPORTS FROM STAFF	
(a) Report of Bylaw Officer dated February 5, 2024 Re: 2023 Bylaw Annual Report Recommendation: THAT the 2023 Bylaw Enforcement Services Annual Report be received for information.	Page 33
(b) Report of Community Services Manager dated February 5, 2024 Re: PacifiCan Tourism Growth Program Recommendation: THAT staff be authorized to apply to the Tourism Growth Program presented by Pacific Economic Development Canada for funding up to a maximum of \$250,000.	Page 47
(c) Report of Corporate Officer dated February 5, 2024 Re: Notice of Failure to File Disclosure Statement Recommendation: THAT the Corporate Officer's report dated February 5, 2024 regarding Leslie Ghezesan's failure to file a disclosure statement be received for information.	Page 49

- (d) Report of Corporate Officer dated February 5, 2024
Re: Lease and Services Agreement – 499 Hot Springs Road

Page 53

Recommendation:

THAT the Village enter into a lease and services agreement with Harrison Tourism Society for a term starting February 1, 2024 and ending on December 31, 2034 with a continued Village contribution of \$21,000 per annum.

- (e) Report of Corporate Officer dated February 5, 2024
Re: FVRD Boat Launch Operation Agreement

Page 63

Recommendation:

THAT Council approve entering into a new agreement with the Fraser Valley Regional District for the operation and management of the boat launch for a two year term with the option to renew for an additional two years.

- (f) Report of Planning Consultant dated February 5, 2024
Re: Consideration on the Issuance of a Development Variance Permit

Page 75

Recommendations:

THAT Development Variance Permit DVP 03/23 not be sent to the adjacent properties for property located at 604 McCombs Drive, Harrison Hot Springs for land legally described as:

Lot 123, Sec 12, Twp 4, Rg 29, W6M, New Westminster District Plan 52598, until the following has been provided, by the applicant, to the satisfaction of Village:

1. A surface water discharge report. This report must indicate the potential volume and direction of any potential surface water runoff and must be signed by a professional engineer with at least 10 years of competent experience. If the engineer deems that this is not applicable, they must indicate this in writing and they must sign the letter.
2. If the runoff is applicable the report must also indicate what mitigation measures may or may not be required and the costs of these potential measures; and

THAT staff be authorized to deliver a Notice of Intent to the adjacent owners of the land, defined as a distance of 30 M from the site, once a surface water discharge report has been provided to the Village's satisfaction.

- (g) Report of Planning Consultant dated February 5, 2024
Re: Consideration on the Issuance of a Development Permit

Page 81

Recommendations:

1. THAT this revised application be treated as substantially amended from the original application, and
2. THAT Development Permit DP 02/22 be issued to Razin Enterprises Limited for property located at 200 Hot Springs Road, Harrison Hot Springs for land legally described as:

Lot 7, Blk 1, Sec 13, Twp 4, Rg 29, W6M, New Westminster District Plan 251

Subject to the following:

- a) The registration of a save-harmless flood covenant that is acceptable to the Village, be placed on the Title;
- b) For the installation of or the placement of any signs on the building or structure, the applicant must follow the requirements as outlined in the Village of Harrison Hot Springs Sign Bylaw No. 1126, 2018, as amended from time to time. To start this process, a Comprehensive Sign Plan application must be submitted and approved by the Village;
- c) The Village receiving an Irrevocable Letter of Credit in the amount of \$1,093,750.00; and
- d) Comments received by the Ministry of Transportation and Infrastructure.

- (h) Report of Chief Administrative Officer dated February 5, 2024
Re: Potential Acquisition of Land – 905 Hot Springs Road (HSR)

Page 95

Recommendation:

THAT the offer to donate a portion of the lot located at 905 Hot Springs Road to the Village as part of the proposed subdivision application be respectfully declined; and

THAT staff be authorized to advise the developer in writing of same.

- (i) Report of Community Services Manager dated February 5, 2024
Re: Committee Member Appointment Recommendations

Page 99

Recommendations:

THAT the following applicants be appointed to the Communities in Bloom Committee:
Teresa Omelus and Susan Galvao; and

THAT the following applicants be appointed to the Age-Friendly Committee:
Peggy Arndt, Alison Douglas and Laura Lanfranchi; and

THAT the following applicants be appointed to the Environmental Advisory
Committee: Mark Schweinbenz, Cheri Norris, Susan Galvao and Gary Webster.

13. BYLAWS

- (a) Report of Chief Financial Officer dated February 5, 2024
Re: Sewer Regulation Amendment Bylaw No. 1197, 2023

Page 101

Recommendations:

THAT the following motion be rescinded:

*THAT the Sewer Regulation Amendment Bylaw No. 1197, 2023 be given first reading
and that the matter be referred to a budget meeting or Committee of the Whole
meeting for further discussion; and*

THAT Sewer Regulation Amendment Bylaw No. 1197, 2023 be reconsidered
amended and given first, second and third readings.

- (b) Report of Chief Financial Officer dated February 5, 2024
Re: Water Regulation Amendment Bylaw No. 1198, 2023

Page 107

Recommendations:

THAT the following motion be rescinded:

*THAT Water Regulation Amendment Bylaw No. 1198, 2023 be given first reading and
be referred to a budget meeting or Committee of the Whole meeting for further
discussion; and*

THAT Water Regulation Amendment Bylaw No. 1198, 2023 be reconsidered
amended and given first, second and third readings.

14. NEW BUSINESS

- (a) New Business from Councillor Vidal
Re: Routine Mammogram Screening Program

Recommendations:

THAT Council endorse the following resolution and forward the resolution to the Lower Mainland Local Government Association by no later than February 28th, 2024 for consideration at the annual conference, and

THAT staff be directed to request letters of support from the Fraser Valley Regional District and the District of Kent prior to submission:

WHEREAS access to regular routine mammogram screening is inadequate within the Province of BC; and

WHEREAS an increasing number of women are being diagnosed with more aggressive breast cancer between the ages of thirty to forty; and

WHEREAS early detection of breast cancer is paramount to diagnosis and treatment, therefore be it resolved

THAT UBCM call upon the Provincial Government to increase the number of mobile mammogram screening units available to rural and remote communities; and

THAT UBCM call upon the BC Government to lower the age of MSP coverage for routine mammogram screening to the age of thirty.

- (b) New Business from Councillor Allen
Re: Wind Monitor

Recommendation:

WHEREAS the Village has been advised that the only wind direction and force information which can be used in planning our wildfire response is the data from weather stations operated by BC Wildfire Service, and

WHEREAS there are no such stations in our area which can provide relevant information on Harrison's unique wind patterns, and

WHEREAS our current flawed and misleading risk assessment is based on irrelevant data from Haig station at Hope, and

WHEREAS the Village urgently needs a proper and accurate assessment based on the reality of our summer winds, therefore be it resolved

THAT the Village demand that BC Wildfire immediately install a wind monitoring device on the communication tower located East of McCombs Drive and that the data from it be made publicly available as soon as possible.

- (c) New Business from Councillor Allen
Re: Construction Fencing at 511 Lillooet Avenue

Recommendations:

WHEREAS the public is entitled to accurate information regarding land ownership and in particular, which land is publicly owned by (them), and

WHEREAS this is very important when development of the land is being considered, and

WHEREAS the redevelopment of the old Bungalow Motel site had a legitimate need for a construction fence when development activity was taking place on their land, and

WHEREAS there may have been a need for that fence to be placed on the public land when the site was active, and

WHEREAS there has been no such activity for a long time, and

WHEREAS the placement of the fence has led to some confusion about ownership of land and trees, which confusion can be very misleading to the public, therefore be it resolved

THAT staff immediately instruct the land-owner / developer to move the fence off the public land and place it within the confines of his own property until such time that a construction fence is necessary on public land, and

THAT the owner be given seven days to do so before the Village has the fence relocated, and

THAT the survey pins which define the limit of the public land be cleared around and clearly marked with tall stakes and flagging so that the public can have an accurate understanding of the boundaries.

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

16. ADJOURNMENT



Amanda Graham
Corporate Officer

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

4(a)

DATE: Monday, January 15, 2024
TIME: 7:00 p.m.
PLACE: Council Chambers, Memorial Hall
290 Esplanade Avenue, Harrison Hot Springs, BC

IN ATTENDANCE: Mayor Ed Wood
Councillor John Allen
Councillor Leo Facio
Councillor Allan Jackson
Councillor Michie Vidal

Chief Administrative Officer, Tyson Koch
Chief Financial Officer, Scott Schultz
Corporate Officer, Amanda Graham
Community Services Manager, Christy Ovens
Operations Manager, Jace Hodgson

ABSENT:

1. CALL TO ORDER

Mayor Wood called the meeting to order at 7:00 p.m.
Mayor Wood acknowledged the traditional territory of Sts'ailes.

Mayor Wood presented the award for the 2023 Holiday Lighting contest to 831 Myng Crescent for the residential category.

2. INTRODUCTION OF LATE ITEMS

- Request from Councillor Facio to remove the motion to move to a Special Closed Council meeting immediately following the Regular Council Meeting, and to add "New Village Office and Council Chambers" to the agenda.

Councillor Allen raised a point of order objecting to the last minute additions to the agenda.

Moved by Councillor Facio
Seconded by Councillor Vidal

THAT the two late items brought forward by Councillor Facio be added to the agenda as New Business items 14(f) and (g).

MOTION NOT VOTED ON

Moved by Mayor Wood
Seconded by Councillor Allen

THAT Council release the resolutions from the Special Closed Council meeting of November 6, 2023.

MOTION WITHDRAWN

*Village of Harrison Hot Springs
Minutes of the Regular Council Meeting
January 15, 2024*

Moved by Councillor Facio
Seconded by Councillor Vidal

THAT the resolution to move to a Special Closed meeting immediately after the Regular Council meeting be removed from the agenda.

CARRIED
OPPOSED BY MAYOR WOOD AND COUNCILLOR ALLEN
RC-2024-01-01

3. APPROVAL OF AGENDA

Moved by Councillor Jackson
Seconded by Councillor Facio

THAT the agenda be approved.

CARRIED
UNANIMOUSLY
RC-2024-01-02

Mayor Wood recalled resolution RC-2024-01-02 due to resolution regarding the introduction of late items.

THAT the agenda be approved as amended by adding "New Village Office and Council Chambers" under New Business as item 14(f).

CARRIED
OPPOSED MAYOR WOOD AND COUNCILLOR ALLEN
RC-2024-01-03

4. ADOPTION OF COUNCIL MINUTES

Moved by Councillor Facio
Seconded by Councillor Vidal

THAT the Regular Council Meeting minutes of December 18, 2023 be adopted.

CARRIED
UNANIMOUSLY
RC-2024-01-04

5. BUSINESS ARISING FROM THE MINUTES

Moved by Councillor Vidal
Seconded by Councillor Facio

THAT staff be directed to proceed with removing the four deceased oak trees on Lillooet West as soon as possible.

Mayor Wood ruled the motion out of order.

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Councillor Allen raised a point of order objecting to the last minute resolution.

Councillor Facio raised a point of order regarding Councillor Allen's point of order.

Councillor Vidal raised a point of order stating that the motion is resulting from business arising from the December 18, 2023 meeting minutes, and that the motion has been seconded therefore discussion on it should continue.

Councillor Vidal requested an appeal.

Mayor Wood called the question as to whether the Chair is sustained.

CARRIED
OPPOSED BY COUNCILLORS FACIO AND VIDAL

Mayor Wood called for reconsideration of the following motion from the December 18, 2023 Regular Council Meeting:

Moved by Mayor Wood
Seconded by Councillor Allen

THAT Curtis Genest be appointed as Fire Chief.

CARRIED
OPPOSED BY COUNCILLORS FACIO AND VIDAL
RC-2024-01-05

6. CONSENT AGENDA

- iv. (a) Letter dated December 19, 2023 from the Ministry of Emergency Management and Climate Readiness
Re: Emergency Disaster Management Act Funding Announcement

Moved by Councillor Jackson
Seconded by Councillor Allen

THAT the consent agenda be received.

CARRIED
UNANIMOUSLY
RC-2024-01-06

7. DELEGATIONS/PETITIONS

None.

8. CORRESPONDENCE

None.

9. BUSINESS ARISING FROM CORRESPONDENCE

None.

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

Councillor Facio

- Fraser Valley Regional District Board (Municipal Director) – No Report
- Fraser Valley Regional Library Board (Alternate Municipal Director) – No Report
- Attended a funeral service for the late former Seabird Island Chief Clem Seymour

Councillor Vidal

- Community Futures North Fraser Board of Directors – No Report
- Corrections Canada Citizen's Advisory Committee – No Report
 - Attended the Changing of the Seasons ceremony on December 13, 2023
- Kent Harrison Joint Emergency Program Committee – No Report
- Attended a Community to Community meeting on December 12, 2023
- Attended a funeral service for the late former Seabird Island Chief Clem Seymour

Councillor Allen

- Harrison Agassiz Chamber of Commerce – No Report
- Agassiz-Harrison Healthy Communities – No Report

Councillor Jackson

- Fraser Valley Regional Library Board (Municipal Director) – No Report
- Tourism Harrison – No Report

11. MAYOR'S REPORT

None.

12. REPORTS FROM STAFF

- (a) Report of Corporate Officer dated January 15, 2024
Re: Disposal of Surplus Items and Equipment Policy Amendment

Moved by Councillor Allen

Seconded by Councillor Jackson

THAT Council approve the amendments to Disposal of Surplus Items and Equipment Policy 1.11.

**CARRIED
OPPOSED BY MAYOR WOOD AND COUNCILLOR FACIO**

RC-2024-01-07

*Village of Harrison Hot Springs
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- (b) Report of Operations Manager dated January 15, 2024
Re: Miami Creek North and South Bridge Repair

Moved by Councillor Vidal
Seconded by Councillor Jackson

THAT Council authorize staff to use the remaining funds from the Growing Communities Fund for all necessary repair work on the McCombs Drive North and South Bridges.

CARRIED
OPPOSED BY COUNCILLOR ALLEN
RC-2024-01-08

- (c) Report of Community Services Manager dated January 15, 2024
Re: Active Communities Grant Program

Moved by Councillor Facio
Seconded by Councillor Vidal

THAT staff be authorized to apply for the Active Communities Grant program for funding up to a maximum of \$50,000.

CARRIED
UNANIMOUSLY
RC-2024-01-09

- (d) Report of Community Services Manager dated January 15, 2024
Re: Local Government Infrastructure Planning Grant Program

Moved by Councillor Vidal
Seconded by Councillor Jackson

THAT Council authorize staff to apply for the Local Government Infrastructure Planning Grant program for up to a maximum of \$10,000 to go towards obtaining a Water Master Plan.

CARRIED
OPPOSED BY COUNCILLOR ALLEN
RC-2024-01-10

- (e) Report of Community Services Manager dated January 15, 2024
Re: Spirit Trail Maintenance Update

Moved by Councillor Vidal
Seconded by Councillor Facio

THAT staff be authorized to proceed with prescription development for fuel treatment work in the Spirit Trail; and

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THAT staff seek additional grant funding sources once the prescription is developed to be able to complete fuel treatment to a fuel management standard for all costs above the originally budgeted \$30,000.

Amendment moved by Mayor Wood
Seconded by Councillor Allen

THAT the motion be amended by adding that the matter be referred back to staff to research option two as per the January 10, 2024 email from Blackwell and Associates to look at fuel treatment for the water tower area as a timely alternative to the Sprit Trail.

CARRIED
OPPOSED BY COUNCILLOR ALLEN
RC-2024-01-11

- (f) Report of Community Services Manager dated January 15, 2024
Re: Village of Harrison Hot Springs 75th Anniversary Celebration

Moved by Councillor Facio
Seconded by Councillor Jackson

THAT staff be authorized to seek community feedback regarding proposed ideas for the Village's 75th Anniversary celebration event; and

THAT the Community Event Budget be increased to \$15,000 for the 2024 financial plan.

Amendment moved by Councillor Vidal
Seconded by Councillor Jackson

THAT the motion be amended by adding that the Village of Harrison Hot Springs 75th anniversary celebration event be held on the Victoria Day weekend in 2024.

CARRIED
UNANIMOUSLY
RC-2024-01-12

Council voted on the main motion.

CARRIED
UNANIMOUSLY
RC-2024-01-13

13. BYLAWS

None.

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14. NEW BUSINESS

- (a) New Business from Councillor Allen
Re: Zoom Recordings

Moved by Councillor Allen
Seconded by Councillor Jackson

WHEREAS the Village has the ability to post the Zoom record of all public Council meetings on the Village's public website; and

WHEREAS this service is an important part of the Village's transparency objectives; and

WHEREAS the residents who are unable to attend a meeting in person or via Zoom are entitled to watch the Zoom video in a timely manner; and

WHEREAS the posting of the Zoom video is a relatively simple task which can be performed by multiple staff members, therefore be it resolved

THAT the following policy be adopted immediately:

Timely posting of Zoom record of meetings. The Zoom video of all public meetings shall be posted promptly on the Village's website, preferably before noon of the following day, and that a minimum of three staff be capable of carrying out this task.

MOTION FAILED
OPPOSED BY COUNCILLORS FACIO, JACKSON AND VIDAL

- (b) New Business from Mayor Wood
Re: Statements of Accounts from Lidstone and Company

Moved by Mayor Wood
Seconded by Councillor Allen

THAT Council receive the itemized Statements of Accounts billed to the Village between July and December 2023 by Lidstone and Company Barristers and Solicitors.

CARRIED
UNANIMOUSLY
RC-2024-01-14

*Village of Harrison Hot Springs
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- (c) New Business from Councillor Vidal
Re: FVRD Board and Hospital Council Appointment

Moved by Councillor Vidal
Seconded by Councillor Jackson

THAT Councillor Facio maintain his appointment as director of the Fraser Valley Regional District Valley Regional District Board and the Fraser Valley Regional District Hospital Board for the remainder of this term; and

THAT Councillor Jackson be appointed as alternate director of the Fraser Valley Regional District Valley Regional District Board and the Fraser Valley Regional District Hospital Board for the remainder of this term.

CARRIED
OPPOSED BY MAYOR WOOD AND COUNCILLOR ALLEN
RC-2024-01-15

- (d) New Business from Councillor Allen
Re: Weather Station to Monitor Wind Data

Moved by Councillor Allen
Seconded by Mayor Wood

WHEREAS wind speed and direction are the primary causes of wildfire migration; and

WHEREAS the Village does not have adequate recorded data on wind speed direction or patterns; and

WHEREAS this has resulted in the wildfire risk being grossly underestimated; and

WHEREAS there is a radio transmission tower located on the East side of McCombs Drive; and

WHEREAS this tower is ideally located to provide good data on wind patterns in our high-risk interface fire zone; and

WHEREAS compact, public-access weather stations are available which can record such wind data over long periods, therefore be it resolved

THAT the Village apply for permission to install a weather station on this transmission tower and that a sum of \$10,000 be allocated in the 2024 Village budget for this project.

MOTION FAILED
OPPOSED BY COUNCILLORS FACIO, JACKSON AND VIDAL

*Village of Harrison Hot Springs
Minutes of the Regular Council Meeting
January 15, 2024*

- (e) New Business from Councillor Allen
Re: Canadian Geese Population Control

Moved by Councillor Allen
Seconded by Mayor Wood

WHEREAS the ever-growing population of Canada Geese in Harrison Village continues to create a health hazard for our beaches, parks and public areas; and

WHEREAS this invasive goose population costs the community many thousands of dollars each year in dealing with the droppings and keeping our public areas clean; and

WHEREAS other communities have successfully reduced their health hazards and costs by exercising birth control on their goose populations; and

WHEREAS Harrison would be cleaner, safer and better off with less geese, therefore be it resolved

THAT the Village apply immediately for permission to humanely reduce the reproductive rate of Canada geese in the Harrison Lake area during the 2024 nesting season and that the sum of \$7,000 be allocated to this task in the 2024 Village budget.

MOTION FAILED
OPPOSED BY COUNCILLORS FACIO, JACKSON AND VIDAL

- (f) New Business from Councillor Facio
Re: New Office and Council Chambers

Moved by Councillor Facio
Seconded by Councillor Jackson

THAT staff research costs and funding sources and report back to Council with a draft plan for a new Village Office and Council Chambers.

CARRIED
OPPOSED BY MAYOR WOOD AND COUNCILLOR ALLEN
RC-2024-01-16

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

Questions from the public were entertained.

Moved by Councillor Jackson
Seconded by Councillor Allen

THAT the meeting be adjourned at 9:27 p.m.

CARRIED
UNANIMOUSLY
RC-2024-01-17

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Ed Wood
Mayor

Amanda Graham
Corporate Officer

DRAFT

VILLAGE OF HARRISON HOT SPRINGS
MINUTES OF THE SPECIAL
(PRE-CLOSED) MEETING OF COUNCIL

4(b)

Thursday, January 25, 2024

9:00 a.m.

Council Chambers, Village Office
495 Hot Springs Road, Harrison Hot Springs, BC

COUNCIL PRESENT: Mayor Ed Wood
Councillor John Allen
Councillor Leo Facio
Councillor Allan Jackson
Councillor Michie Vidal

COUNCIL ABSENT:

STAFF PRESENT: Tyson Koch, Chief Administrative Officer
Scott Schultz, Chief Financial Officer/Deputy CAO
Amanda Graham, Corporate Officer

1. **CALL TO ORDER**

Mayor Wood called the meeting to order at 9:00 a.m.
Mayor Wood acknowledged the traditional territory of Sts'ailes.

Moved by Councillor Allen
Seconded by Councillor Facio

THAT pursuant to Sections 90 and 92 of the *Community Charter*, this Special Meeting of Council be closed to the public as the subject matter being considered relates to the following:

- Section 90(1)(a) of the *Community Charter* – personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality.

**CARRIED
UNANIMOUSLY**
SC-2024-01-01

2. **INTRODUCTION OF LATE ITEMS**

*Village of Harrison Hot Springs
Minutes of the Special (Pre-Closed) Council Meeting
January 25, 2024*

3. APPROVAL OF AGENDA

Moved by Councillor Vidal
Seconded by Councillor Allen

THAT the agenda for the Special Pre-Closed meeting of January 25, 2024 be approved.

**CARRIED
UNANIMOUSLY**
SC-2024-01-02

4. ADJOURN TO SPECIAL CLOSED COUNCIL MEETING

Moved by Councillor Allen
Seconded by Councillor Vidal

THAT the January 25, 2024 Special (Pre-Closed) Council meeting be adjourned.

**CARRIED
UNANIMOUSLY**
SC-2024-01-03

The meeting was adjourned at 9:02 a.m.

Ed Wood
Mayor

Amanda Graham
Corporate Officer

VIA EMAIL

Ref. 657010

January 11, 2024

His Worship Ed Wood
Mayor of the Village of Harrison Hot Springs
495 Hot Springs Road
PO Box 160
Harrison Hot Springs BC V0M 1K0
Email: AGraham@harrisonhotsprings.ca

Dear Mayor Wood:

I would like to thank the delegation from the Village of Harrison Hot Springs for an engaging meeting at the 2023 Union of British Columbia Municipalities Convention. I am writing to follow up on our discussion regarding seasonal policing and provincial police resourcing at the Integrated Kent/Agassiz RCMP Detachment.

I was pleased to hear of the positive impact RCMP have had on community safety in the Village of Harrison Hot Springs.

I appreciate your concerns regarding provincial police resource levels and police presence in your community. In 2019 and 2021, the ministry secured limited funding to address provincial front-line resource pressures. The Province and RCMP prioritized Provincial Detachment Units identified as the 'highest risk' and 'highest needs' based on assessments of a variety of police workload, crime statistics and contextual factors. The Agassiz Provincial Unit was identified within these criteria and received an increase of one Regular Member position in 2021.

You may also be interested to know that, in support of the provincial government's Safer Communities Action Plan, announced November 20, 2022, the Province has approved an unprecedented, multi-year investment of approximately \$230 million to the RCMP, as the Provincial Police Service. This funding will address existing gaps in staffing and resource pressures in specialized functions, such as Major Crime Section and BC Highway Patrol, as well as at front-line provincial detachment units. Ministry staff are engaged with RCMP 'E' Division regarding the next steps to address the vacancies and resource pressures within the Provincial Police Service.

.../2

His Worship Ed Wood
Page 2

Regarding seasonal policing pressures in provincial areas, each district maintains a seasonal policing budget from which the RCMP Reserve Program may be utilized. I recommend you continue to work with your detachment commander to explore this option. As the seasonal influx may impact both the provincial and municipal area, the option(s) explored may extend beyond the provincial seasonal policing budget; your detachment commander can advise you on the management of any pressures.

Should you have any questions pertaining to BC RCMP service delivery, please contact Katherine St. Denis, Director, BC RCMP Service Delivery, at: Katherine.StDenis@gov.bc.ca or: 778-572-3401.

I am confident we can continue to work together to strengthen our communities and find solutions to the concerns and challenges you brought to our meeting.

Sincerely,



Mike Farnworth
Minister of Public Safety and Solicitor General
and Deputy Premier

pc: Kelli Paddon, MLA
Glen Lewis, Assistant Deputy Minister and Director of Police Services, Policing
and Security Branch
Jamie Lipp, A/ Deputy Director of Police Services and Executive Director, Policing
and Security Branch
Katherine St. Denis, Director, Policing and Security Branch

Admin

From: BC PR & Communications Adviser <bc-prcomm@girlguides.ca>

Sent: Saturday, January 13, 2024 3:42 PM

Cc: BC Guiding Lights <bc-guidinglights@girlguides.ca>

Subject: Guiding Lights Across BC

Dear Mayor and Council,

On behalf of Girl Guides of Canada's British Columbia Council, I am writing to ask for your support for girl empowerment in BC on February 22 2024, by lighting up in the colour blue. Blue is the well-known colour of Girl Guides. Our members of all ages in BC have worn their blue Girl Guide uniforms with pride for many generations.

Best Regards,
Shalan Kelly

Shalan Kelly (She/Her) | BC Public Relations and Communications Adviser

BC Council, Girl Guides of Canada

bc-prcomm@girlguides.ca / (cell) 250-816-0353

I respectfully acknowledge that I live and work within the traditional and unceded territory of the Stz'uminus First Nation, whose heriatge we honour and respect.



To Whom it may concern,

February 22, is a special day for Girl Guides around the world. Here in Canada, Girl Guides celebrate World Thinking Day, a day of international friendship. It is an opportunity to speak out on issues that affect girls and young women globally, celebrate the founding of Girl Guides, and be connected to the 10 million members around the world who are part of the Guiding movement.

Here in British Columbia, we have thousands of girls and women who are members of Girl Guides of Canada. Our Girl Guide program is present in nearly every community across BC. Our girls/volunteers light up their communities year-round through leadership and community service. Girls typically participate in annual Thinking Day activities held on/around February 22. When the COVID-19 pandemic impacted the way we participate in usual gatherings, we developed an initiative to keep our communities and members connected by lighting up our communities blue. This event has been widely accepted by our members and communities, we are excited to announce we will be entering our fourth year of Guiding Lights across British Columbia.

For Thinking Day 2024, we will be celebrating in a way that brings our member and the public together : **Guiding Lights Across British Columbia**. This community initiative will light up outdoor landmarks, bridges, buildings, stadiums, and other illuminated locations, with blue lights, in celebration of the sisterhood of Guiding across BC and beyond, on February 22. Participating locations and the Guiding Lights Poster can be found at: www.girlguides.ca/guidinglightsacrossbc

We will be encouraging our members, their families and members of the public to admire these lit-up sites in ways that share in the guiding spirit. Photos will be shared on social media, emailing our members with info about how to participate, and more.

Our Girl Guide members and broader network of supporters would be thrilled to have your landmarks lit up as part of Guiding Lights Across British Columbia, and to highlight your participation as part of this province-wide event. Please contact us at bc-prcomm@girlguides.ca to confirm your ability to participate in this February 22, 2024, activity.

Thank you for your support for Guiding in BC!



Right Honourable Justin Trudeau
Prime Minister of Canada
80 Wellington Street
Ottawa, Ontario K1A 0A2
pm@pm.gc.ca

January 18, 2024

Honourable Diane Lebouthillier
Minister of Fisheries, Oceans and the Canadian Coast Guard
200 Kent St Station 15N100
Ottawa, Ontario K1A 0E6
DFO.Minister-Ministre.MPO@dfo-mpo.gc.ca

Honourable Steven Guilbeault
Minister of Environment and Climate Change
Fontaine Building 12th Floor
200 Sacré-Coeur Blvd
Gatineau QC K1A 0H3
ministre-minister@ec.gc.ca

Honourable Dominic LeBlanc
Minister of Public Safety, Democratic Institutions and Intergovernmental Affairs
269 Laurier Avenue West
Ottawa, Ontario K1A 0P8
ps.ministerofpublicsafety-ministredelasecuritepublique.sp@ps-sp.gc.ca

Re: CALL FOR IMMEDIATE ACTION TO PREVENT INVASIVE MUSSEL INTRODUCTION TO B.C.

Dear Prime Minister Trudeau and Ministers,

It has come to our attention that federal funding to support B.C.'s Invasive Mussel Defence Program may be reduced or cancelled this year, and further, that other funding partners are citing a lack of federal leadership as justification to cancel or reduce their funding. This is just as the threat of invasive mussels has dramatically increased, with a confirmed infestation in the transboundary Columbia Basin. In addition to the actions we called for in [our letter](#), dated Oct. 18, 2023 and which included a temporary moratorium on boats coming into B.C., we are calling for immediate, long-term federal funding assistance for the Province of B.C. to support invasive zebra and quagga mussels prevention efforts. The Government of Canada should provide funds to at least match provincial government efforts across the West, or plan for significant higher management costs in the near future.

In September, Idaho announced that quagga mussels had been found in the state's Snake River, a tributary of the Columbia River, less than a day's drive to the border of B.C. and Alberta. Idaho's pre-planned rapid response was to spread more than 116,000 litres of toxic copper chelate into Snake River, killing almost

seven tonnes of fish, and poisoning a 26 km stretch of the river. Wholesale killing of fish, invertebrates, amphibians, and plants in the river was considered better than letting these mussels take hold. We won't know until this coming spring if the treatment has worked. Also in September, Fisheries and Oceans Canada (DFO) declared zebra mussels were discovered in New Brunswick. And then in November, Parks Canada declared zebra mussels had spread another 100km west to Clear Lake in Manitoba's Riding Mountain National Park.

DFO has a mandate to sustainably manage fisheries, work with Indigenous communities to enable their continued prosperity from fish, ensure aquatic ecosystems are protected from negative impacts, and protect the environment when emergencies arise. If invasive mussels arrive in B.C., they will severely impact Pacific salmon by depleting the food web in their spawning and rearing habitats in the Fraser and Columbia River systems. First Nations in B.C. have spent decades restoring these systems and their salmon populations, and an infestation will undermine the recovery of these fisheries. Knock-on effects will be seen in marine environments, where reductions in Pacific salmon populations will reduce a key food source for Orcas and other marine species. Protecting B.C.'s freshwaters from invasive mussels is squarely within the mandate of DFO.

The Canada Border Services Agency also has a responsibility to enforce the prohibition against importation of invasive mussels under the federal Aquatic Invasive Species Regulations. While we applaud the work of border service officers to intercept infested watercraft at many land crossings, CBSA is not fulfilling its responsibility for enforcement. Instead, it relies on provincial inspectors to follow up and decontaminate high-risk watercraft once they are identified.

The new Canada Water Agency has a mandate to improve freshwater management in Canada by providing leadership, effective federal collaboration, and improved coordination and collaboration with provinces, territories, and Indigenous Peoples to proactively address national and regional transboundary freshwater challenges and opportunities. Invasive mussels represent one of the biggest national and regional transboundary threats, yet none of the [\\$750 million](#) allocated to the Canada Water Agency addresses this threat. The Great Lakes region alone will receive more than \$420 million in funding over 10 years to deal with issues such as algae blooms which have been exacerbated by invasive mussels. It would take only \$4 million/year allocated to B.C. invasive mussel inspections to protect the Canadian Columbia Basin, the Fraser Basin, Peace Region, and other major western river systems. The Province of B.C. already allocates over \$1 million/year to this program, but without federal and other partner funding, these efforts will likely fail.

In addition to the threat to Pacific salmon, these mussels are known to stimulate toxic algae blooms, killing migratory birds and contaminating drinking water. They hurt local economies, requiring ongoing maintenance to remove them from in-water infrastructure such as bridges and docks, as well as water systems used to deliver water for agriculture, domestic, industrial, and commercial use. And of course, they degrade the quality of the shoreline environment for human enjoyment.

We view it as unacceptable and unjustifiable, given all the resources and responsibilities of the federal government and your departments, that no federal funding has been allocated to protect freshwater ecosystems from the extreme threat of invasive mussels in Western Canada. Protecting the west from these



mussels is of national importance, and it will take federal leadership to meet this inter-provincial and transboundary threat.

Understanding that protection of freshwater ecosystems and prevention of invasive species falls within federal mandates, regulations, and laws, we hope your departments will work together to find the resources to properly support western provinces in this important work. This is truly a case where a small investment now will prevent massive costs for years to come.

Yours truly,

Sue McKortoff, Chair
Okanagan Basin Water Board

CC:

- British Columbia MPs
- British Columbia MLAs
- British Columbia Assembly of First Nations
- Okanagan Nation Alliance, Chiefs Executive Council
- Okanagan First Nations Chiefs and Councils
- B.C. Local Government Chairs and Mayors
- Pacific NorthWest Economic Region: Matt Morrison, Chief Executive Officer
- Invasive Species Council of B.C.: Gail Wallin, Executive Director
- B.C. Chambers of Commerce
- Thompson Okanagan Tourism Association
- Union of BC Municipalities
- Shuswap Watershed Council
- Okanagan and Similkameen Invasive Species Society



January 26, 2024

Dear Mayor and Harrison Hot Springs (Village) Council,

In January 2023 at the Truck Logger's Association convention, Premier David Eby announced that the Forest Enhancement Society of BC (FESBC) would be entrusted to administer \$50 million of funding for forest enhancement projects. These projects would have two specific purposes: to utilize more waste wood from the forest and to reduce wildfire risks for communities.

Our team at FESBC got to work right away and by late spring, that same year, rolled out a funding intake for First Nations, community forests, and communities throughout the province to apply to for funding. Just one year after the Premier's announcement, 66 projects have been approved valued at \$47.9 million and the work on the ground is active now. The enclosed report shares an overview of these newly funded projects in regions all throughout the province.

We are very proud of the various project partners who have stepped forward with creative and thoughtful projects which not only utilize more waste wood or reduce wildfire risk, but have additional benefits such as improving wildlife habitat, developing recreational opportunities, creating or maintaining forestry-related jobs often in rural communities, and improving the health and resilience of our forests.

Additionally, 39 of these 66 projects are either led by, or involve, First Nations.

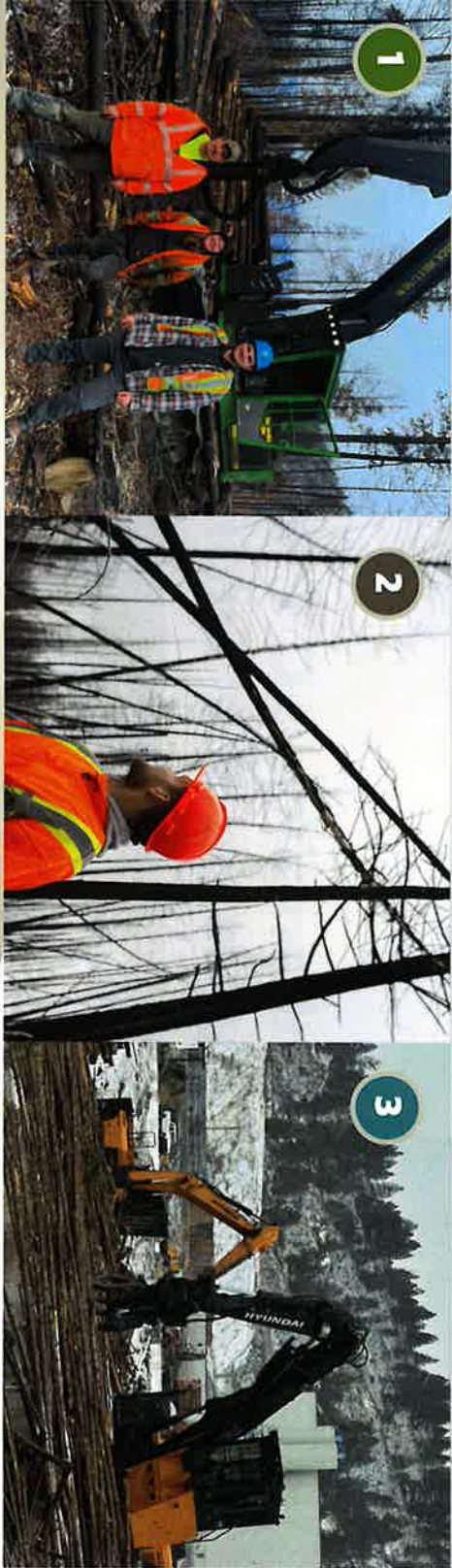
The enclosed Accomplishments Update showcases three of these newly funded forest enhancement projects. Industry leaders Gordon Murray, Executive Director of the Wood Pellet Association of Canada, and Joe Nemeth, General Manager of BC Pulp & Paper Coalition, share how critical this funding has been to help address some of their members' needs to keep people working, harness innovation to help B.C.'s bioeconomy, and take action on climate change.

FESBC projects show there doesn't need to be a trade-off between the environment or the economy – it can be a win for both.

Steven F. Kozuki, RPF
Executive Director, FESBC

P.S. Keep up to date on FESBC funding and funded projects. Visit www.fesbc.ca and sign up for our monthly newsletter.

(271) MC



1. A work crew helping with the Osoyoos Indian Band's project
Photo Credit: Rob Steneken
2. A view of Central Chilcoot Rehabilitation Ltd's Pressy Lake work site.
Photo Credit: Tiffany Christianson Photography
3. Suwix Resources Joint Venture and Valley Carriers project is to reduce waste and enhance the utilization of fibre.
Photo Credit: Suwix Resources Joint Venture

Fibre Utilization Throughout B.C.

PROJECT: OLIVER

This project is focused on bringing a culture change to how low value fibre is viewed in the Southern Interior. The goal is to find ways to enable the full utilization and delivery of pulp fibre in line with the traditional values and harvesting practices of the Osoyoos Indian Band.

3,284 TRUCK LOADS

14,381 Cars off the Road

The avoided emissions as a result of the project is like taking 14,381 cars off the road.

"The Osoyoos Indian Band (OIB) values the sustainable uses of natural resources throughout their traditional territory. Fibre utilization through improved forest practices results in less burning of debris piles, cleaner air and waterways, and the financial benefit from processing what would normally be left behind due to uneconomic viability. Managing the larger landscape for wildfire risk reduction, climate change adaptations, and mitigating insect infestations are critical to the OIB, and FESBC funding has provided the means to meet numerous management objectives on our traditional lands," —**DAN MACMASTER**, Forest Manager | Nk'Mip Forestry of the Osoyoos Indian Band

PROJECT: 70 MILE

This project contributes to the restoration of a fire damaged forest while supporting the development of capacity to efficiently utilize fibre for local facilities and support First Nation participation in the forest bioeconomy.

1,369 TRUCK LOADS

6,704 Cars off the Road

The avoided emissions as a result of the project is like taking 6,704 cars off the road.

"By avoiding 'business as usual' pile and burn practices, we will transform the removed fibre into pulp chip and biomass resources, aligning with FESBC's mission to enhance environmental values and supporting rural economies. This project stands as a beacon of First Nations' approach to modern forestry, showcasing the harmonious integration of ecological restoration, fire hazard mitigation, and forward-thinking solutions for a resilient and sustainable future," —**PHILIPPE THERIAULT**, RPF General Manager, Ts'delidel Enterprises | Senior Advisor, Central Chilcoot Rehabilitation Ltd.

PROJECT: MERRITT

This project represents a broad partnership between local First Nations, industry, and government to maximize the utilization of forest fibre to support local facilities and avoid the emissions associated with the burning of debris.

78 TRUCK LOADS

277 Cars off the Road

The avoided emissions as a result of the project is like taking 277 cars off the road.

"This funding from FESBC allows us to further transport waste fibre from farther distances to ensure the maximum utilization of this important resource in our local community. Partnering with Suwix, we are able to provide additional local jobs and fulfill the value of maximizing their resource by finding new markets for what used to be waste wood. Further, this will help us transform logging residuals into value-added products utilized by the agricultural, pulp, and clean energy industries in B.C."

—**BEN KLASSEN**, CEO | Valley Carriers Ltd



HON. BRUCE RALSTON
Minister of Forests
@BruceRalston

Insights from the Minister

"The Forest Enhancement Society of BC (FESBC) supports First Nations, community forests, rural communities, and many others who take on projects to help strengthen forest health and ecosystems, while creating good jobs in communities across the province. As we look ahead to a new year, it's vital we build on the lessons learned

in 2023, specifically following the worst wildfire season in our province's history. With the help of the 66 projects funded in 2023, B.C. is taking necessary steps in battling climate change and becoming more resilient in the face of worsening wildfire seasons. Thank you to the entire team at FESBC for a job well done."

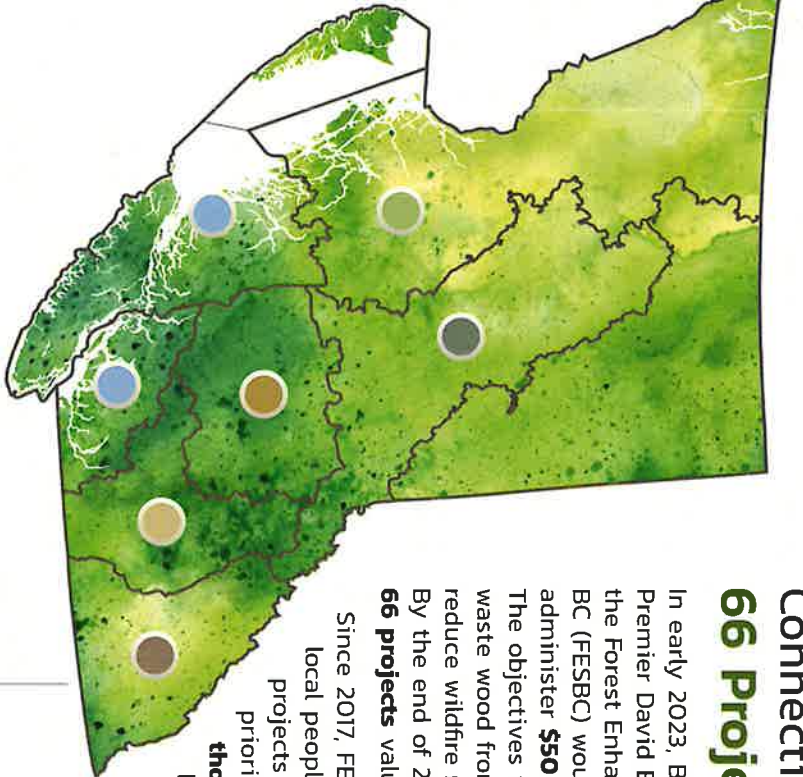


Connecting The Dots:

66 Projects with Multiple Outcomes

In early 2023, British Columbia Premier David Eby announced that the Forest Enhancement Society of BC (FESBC) would be entrusted to administer **\$50 million of funding**. The objectives were to use more waste wood from the forest and to reduce wildfire risks for communities. By the end of 2023, FESBC approved **66 projects** valued at **\$47.9 million**.

Since 2017, FESBC has been inviting local people to propose forestry projects that align with local priorities. The **creativity and thoughtful innovation** of local people throughout British Columbia is reflected in the projects funded



Overview of Newly Funded Projects		FOREST REGIONS						
		South & West Coast	Thompson-Okanagan	Kootenay-Boundary	Cariboo	Omineca	Skeena	TOTALS
Total Number of Projects	12	17	5	16	7	9	66	
Total FESBC Funds Allocated	\$5,220,334.00	\$9,364,130.00	\$3,704,808.00	\$16,205,555.00	\$8,024,861.00	\$5,354,661.00	\$47,874,349.00	
Total Fibre Utilized in cubic metres	391,213	626,761	283,286	567,545	837,367	369,585	3,075,757	
Total Fibre Utilized in truck loads	8,668	14,407	6,449	12,324	17,704	8,213	67,765	
Total Avoided Emissions (CO2e)	144,132	193,350	123,229	197,455	257,249	144,753	1,060,168	
Equivalent Number of Cars off the road (in terms of emissions)	32,101	43,063	27,445	40,594	54,341	31,838	229,382	
Total Number of Hectares Treated	—	84	78	487	—	—	649	
Total Number of Hectares Planned	—	—	24	410	—	—	434	
Projects Led by First Nations	9	8	—	9	1	5	32	
Projects that Involve First Nations	—	1	1	—	3	2	7	



Funded projects are utilizing over **3 million cubic metres of fibre** normally burned. This results in the equivalent of over 225,000 cars off the road.



"Healthy forests are essential to thriving and diverse ecosystems that support healthy people, secure communities along with a sustainable B.C. economy. They also have a key role in address climate change impacts, given their ability to absorb and store large amounts of carbon from the atmosphere. We are proud to work with FESBC, First Nations, and local communities to strengthen forest stewardship so forests, watersheds and our communities are more resilient to the changing climate."

HON. GEORGE HEYMAN
Minister of Environment and Climate Change Strategy
@GeorgeHeyman



GORD MURRAY
Executive Director
Wood Pellet Association of Canada

"Today B.C. is experiencing longer wildfire seasons and more extreme fire behaviour, placing growing risks on communities, critical infrastructure, economies, people's health and safety, and long-term forest health. Until recently, the role of biomass in fire mitigation has largely been overlooked. The reality is that the wood pellet sector has a **critical role** to play by converting excess forest floor debris from harvested areas into wood pellets. Today, what was once considered waste, is now **opening new doors** into the bioeconomy and providing renewable energy around the world and making our communities safer."



JOE NEMETH
General Manager
BC Pulp & Paper Coalition

"FESBC funding is allowing the forest sector to fundamentally improve the utilization of our forest resource. This includes initiatives such as recovering logging waste that would otherwise be piled and burned, salvaging fire damaged timber, and supporting the development of First Nations led bio-hubs. It's about doing more with less. And the benefits are threefold: **Environmental**—significant reduction in carbon emissions by reducing slash burning; **Social**—meaningfully engaging/employing First Nations and independent contractors from small communities whose livelihoods depend upon the forest sector and; **Economic**—without this initiative, more pulp mills would have to shut, putting thousands of people out of work."

Learn More

If you'd like to learn more about the Forest Enhancement Society of BC and how people in British Columbia's forests are helping create climate change solutions, reduce wildfire risk, and keep workers employed through our funded projects, connect with us!



Steve Kozuki
FESBC Executive Director
skozuki@fesbc.ca
or 1877225.2010
Subscribe to our FESBC Newsletter:
www.fesbc.ca
Follow us on: [in](#) [X](#)

FESBC would like to gratefully acknowledge the financial support of the Province of British Columbia through the Ministry of Forests

PRINTED IN CANADA



January 2024

Enhancing B.C.'s Forests By Using the Entire Tree

How First Nations and local communities are innovating to lead the way in the green economy



"Over the last four years, close to one million cubic metres of fibre has been recovered in our region, and much of the recovery work was supported with funding from FESBC's fibre utilization program."

PERCY GUICHON
Executive Director
Central Chilcotin Rehabilitation Ltd.

Left to Right: Daniel Berrson, Forestry Superintendent with Central Chilcotin Rehabilitation, Joe Webster, Manager with Tsíldedel Biomass, Philippe Theriault, General Manager with Tsíldedel Enterprises, and Steve Kozuki with the Forest Enhancement Society of BC.

2023-2025 Fibre Utilization & Wildfire Risk Reduction Programs*

67,765 TRUCK LOADS

An estimated 67,765 truck loads of wood fibre is being utilized instead of piled and burned in slash piles.

229,382 CARS OFF THE ROAD

Avoided greenhouse gas emissions from these projects is equivalent to taking over 200,000 cars off the road.

1,060,168 AVOIDED EMISSIONS

As a result of these projects, over one million tonnes of carbon dioxide equivalent, or CO2e, will be avoided, helping take action on climate change.

*as of December 2023



Forest Enhancement
Society of BC

Learn more about innovative people
and projects throughout B.C.

It's not the Environment or the Economy—it's Both

In a world where issues are increasingly being framed as being divisive and polarized, it is refreshing to see new and innovative examples of win/win solutions. Instead of rehashing the decades-old debate of "jobs versus the environment," the **growing forestry bioeconomy** in British Columbia uses waste wood and biomass from the forest that otherwise would be slash burned or left behind to instead create green energy and sustainable forest products.

Slash burning of waste wood, wood left over from timber harvesting or other treatments, creates significant greenhouse gas emissions, which can be avoided if waste wood is used. Using that waste wood also creates many family-supporting jobs throughout the supply chain.

Thus, the creation of sustainable jobs and taking action on climate change is the very essence of what a bioeconomy should look like.

Win/win solutions for the environment and the economy is something the Clean BC Plan strives for.

District of Sicamous

446 Main Street
PO Box 219
Sicamous, BC
VOE 2V0

T: 250 836 2477
F: 250 836 4314
E: info@sicamous.ca
sicamous.ca



January 26, 2024

The Honourable David Eby, MLA
Premier of the Province of British Columbia
premier@gov.bc.ca

DELIVERED VIA EMAIL

Re: Support for Bill-34

Dear Premier,

District of Sicamous council would like to express its support for Bill 34 and the *Restricting Public Consumption of Illegal Substances Act*.

We are disappointed by the Supreme Court's decision to grant a temporary injunction against Bill-34, which would protect children and youth from being exposed to illicit drug use and impose fines on those who choose to use drugs openly in public parks, sports fields and beaches.

Council urges the Province to appeal the Supreme Court decision.

When decriminalization came into force, council saw that the pilot program lacked guardrails and undermined provincial legislation regulating the possession and consumption of alcohol, tobacco and cannabis in public spaces.

For Sicamous, it was important to ban drug use in our parks, aligning with existing prohibitions for smoking, alcohol and cannabis. We knew we had to keep parks safe and welcoming for families. Amending our parks regulation bylaw allowed the District to implement its own guardrails and we were pleased to see the Province taking a similar approach.

Public spaces should continue to be enjoyed and used for their intended purpose.

Decriminalization aims to reduce the stigma that prevents illicit drug users from accessing lifesaving supports and services. We fear decriminalization will not solve the toxic drug crisis. Many of us have either lost a friend or loved one from toxic drugs or know someone who has lost a friend or family member. The number of overdoses, the lives lost, in our Province is devastating.

Increased funding and immediate access to addiction supports and treatment beds are

needed to help individuals and families suffering from addiction.

When help is sought, and a glimmer of hope exists, it must be available at that moment for there to be healing and change.

Sincerely,

A handwritten signature in black ink, appearing to read "Colleen Anderson". The signature is fluid and cursive, with the first name "Colleen" and the last name "Anderson" clearly distinguishable.

Colleen Anderson, Mayor
DISTRICT OF SICAMOUS

cc. Mel Arnold, MP North-Okanagan Shuswap
Greg Kylo, MLA Shuswap
B.C. Municipalities and Regional Districts

Amanda Graham

To: Amanda Graham
Subject: Proposed Dyke Height Increase

From: Blair D

Sent: Thursday, January 11, 2024 10:48:03 PM

To: Ed Wood <ewood@harrisonhotsprings.ca>

Cc: Leo Facio <LFacio@harrisonhotsprings.ca>; Allan Jackson <ajackson@harrisonhotsprings.ca>; Michie Vidal <MVidal@harrisonhotsprings.ca>; jallan@harrisonhotsprings.ca <jallan@harrisonhotsprings.ca>

Subject: Proposed Dyke Height Increase

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To Mayor Ed Wood, Village Councilors & Administration staff,

Please find attached my letter expressing concerns with regards to the proposed north dyke expansion.

Regards,

Blair Degenstein
Harrison Hot Springs, BC

To Mayor Ed Wood & Harrison Hot Spring Councilors,

I'm reaching out to express my disapproval for the planned Harrison Lake dyke expansion. I attended the open house that was provided & spoke to those individuals responsible for the report that recommended increasing the dyke an additional 4'. I asked the authors of this report to tell me straight up what the actual risk was for the Harrison Lake to rise up beyond height of the existing dyke. They couldn't provide me with exact possibilities but did say it was "remote" that this could happen. I also mentioned that the last flood recorded in our area was in 1948, they acknowledged that they were aware of that event. I also mentioned that that flood was created from flooding to the south, not the north, they were also aware of that fact. I asked why they didn't report on potential deficiencies in the dyke system to the south, I did not receive a clear response. So it appeared to me that the southern area wasn't part of their mandate to report on, I could be completely wrong with my assumption.

I would be curious if any of you, our elected officials actually read & researched the report & looked at what climate model was being used to "predict" future potential flood disasters from Harrison Lake. The one thing that has become quite apparent in the last year or so is the fact that most "climate models" being presented by those pushing hard for immediate climate change, have been using "flawed" climate models. It appears that those climate models have been manipulated to coincide with the political narrative being presented to people around the world. This movement has allowed the use of "climate models" that DO NOT FACTOR IN CLOUDS. Do your own research, this is what is actually happening. Cloud type & formation is absolutely critical to climate temperature & weather on our planet. Cloud formation is the earth's temperature & precipitation regulator. If this critical part of our weather system not being considered, this type of climate model can never be seriously believed or used in climate change policies.

That said, I do not believe that an increase in dyke height is required. I believe that it would be irresponsible for our community leaders to take \$10m of tax payer dollars to move forward with this project. The other major factor that has to be considered is our tourism industry. How attractive will it be to be driving down Esplanade & seeing a "wall" blocking the view looking north. Tourists, businesses at street level would no longer see Harrison Lake. Yes, I'm sure that they will "beautify" our new dyke, will probably look quite impressive when being stood on but from street level, it will just be a "wall" blocking the awesome view we now experience.

Just as was suggested by a letter submitted by fellow resident Allan Garneau on November 29, 2023, I would also ask that this project be scrapped immediately. I strongly believe that this project is going to have a serious negative repercussions on the quality of life for those that live & work here as well as affecting our tourism industry. The community deserves better. This community requires money for forest & fire management, an emergency route to the north (a real road, not some trail), flood management to the south. WE DO NOT NEED WALLS OR BIKE PATHS. Please do the right thing for our community.

Please do your due diligence & let common sense prevail here.

Regards,

Blair Degenstein
Harrison Hot Springs, BC

Amanda Graham

To: Amanda Graham
Subject: Cross walk safety

From: Kev Pen
Sent: Wednesday, January 24, 2024 5:48:37 PM
To: Ed Wood <ewood@harrisonhotsprings.ca>
Subject: Cross walk safety

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Cross Walk Safety

Location location location

Can you see the crosswalk?

We residents of Harrison happen to be in an area of pristine temperate climate. Between two mountains enjoying the boreal rainforest, of often cloudy rainy days with a mix of early darkness via majestic mountains.

Road wise, the effect is limitation of visibility, shadow on east side in morning, sunshine in the afternoon while reverse on the west side.

With this in mind, with tourism in mind, with seniors, residents and youth. Overhead lighting of crosswalks combined with pavement and sidewalk indicators are necessity for both pedestrian and drivers safety.

Thanks you in advance for your consideration

Sincerely
Kevin J Penney
Harrison Resident since 2016



Amanda Graham

To: Amanda Graham
Subject: Raising the dyke at Rendall Park. A partial solution. ?

From: John Allen <jallen@harrisonhotsprings.ca>
Sent: Friday, January 26, 2024 12:38:06 PM
To: Mayor & Council <MayorandCouncil@harrisonhotsprings.ca>
Cc: Tyson Koch <tkoch@harrisonhotsprings.ca>; Christy Ovens <community@harrisonhotsprings.ca>
Subject: Raising the dyke at Rendall Park. A partial solution. ?

Memo from Councillor Allen

To; council and staff, Jan 26th 2024

For public agenda on Feb 5th

re; An opportunity to minimise the impact of "dyke raising" along our waterfront.

I have been trying to assess the impact of the proposed dyke raising on business in Harrison and it's not a pretty picture as it will further destroy the view which should be our most important feature as a " resort municipality" and vacation destination. In pursuit of " joined-up thinking" , I have combined three issues, those being view preservation, raising the dyke and saving money.

This "view preservation" is not a new issue. A previous council recognised the issue many years ago and adopted a policy of insisting that all new development in Block One of the Esplanade be built up so that, in future, the street in front could be raised to dyke height , thus creating a "lakefront plaza" effect. A public space with unobstructed lake views. Check out Avalon on Catalina Island for a good example of this concept which is successfully applied in waterfront communities worldwide. The raising could be achieved by infilling the street or by excavating it enough to create a long, underground public parking area with the plaza on the concrete deck/roof.

That is why the Harrison Beach Hotel was built to comply with this future objective. Though their retail spaces and lobby are now elevated, they will be at street level in the future. The wall along the current sidewalk has been built to anticipate this future street level.

As I look at Rendall Park , I see an opportunity to have the new project on the Bungalow Motel site similarly built with the future in mind. Our planning horizon needs to be many years ahead and not just a year or two. Things change and we need to be mindful that there will be future council which will either thank us for good planning or curse us for leaving a mess behind. So what we can and must do now is to ensure that whatever is built will work well in the future.

The Bungalow site has a frontage of 165 ? feet / 50 metres on our park and beach . That is currently shown as a blank concrete wall with a height which is very close to the elevation of the proposed raised dyke . All we need to do is eliminate any openings in the wall and ensure that it is built strong enough to handle any waves which might reach it . It might already be in

compliance . Thus, we can have that section of the raised dyke at Rendall Park taken care of . The developer should be happy to preserve his view lines towards the lake as we would not need any new " wave run-up " additions in front of him.

As other properties along Rendall Park come up for development ,we can apply the same standard and may eventually achieve the protection suggested by Northwest Hydraulics .I believe that the same developer owns many of these already and will probably appreciate any effort to reduce the negative effects of the propose dyke raising on those properties, too.

There is a row of trees on Village land along this frontage . The developer wants them gone but they are our trees on our land . I am prepared to suggest that a fair deal would be the Village agreeing to these trees being replaced by some more suitable lower-level landscaping to hide the wall in exchange for which the developer will upgrade his North wall to a standard set by the Village's engineers in consultation with the developer's engineers. Access down from the wall to the beach can be handled by some stairs which can be tenured by an agreement similar to that employed for the wooden deck which used to intrude into the park.

If this suggestion is accepted by all parties, we can achieve the view preservation for this small section of our lakefront at no direct cost to us and maybe set a precedent for other parts of the village. I think it's a good idea. I hope you do, too.

Yours, Councillor Allen

2023

BYLAW ENFORCEMENT ANNUAL REPORT



Submitted by:
Jessica Ferguson
February 5, 2024

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- 05** Animal Control
- 06** Zoning Bylaw No. 1115
- 07** Abatement and Control of Noise Bylaw No. 474
- 08** Additional Bylaw Concerns
- 09** Statistics

OVERVIEW

Harrison Hot Springs continues to grow and develop each year. Therefore, Bylaw Enforcement is increasing throughout the year primarily responding to complaints regarding property maintenance, zoning and noise.

This past summer was unlike the past three years. Highway and Traffic Bylaw tickets issued went from 293 (2022) down to 131. Typical infractions were parking in a stall for greater than time indicated, parking in the boat launch area without a permit, parking in a bus zone, parking adjacent to a yellow curb, and parking on or within 5M of a crosswalk.

The gatherings this summer continued to consist mainly of families, though the volume of visitors appeared to be lower. Bylaw Officers found there were fewer issues with public alcohol consumption and disorderly conduct. The amendment to the Park Regulation Bylaw No. 1150, 2020 in May of 2023 relating to allowable tent sizes reduced enforcement so Officers were able to shift their focus to other priorities.

On weekends, the RCMP assisted by ensuring compliance as necessary. RCMP presence increased public and Officer safety during the more challenging enforcement incidents. Bylaw staff looks forward to working with RCMP team members again in 2024.

The Bylaw Enforcement Team is looking forward to a successful 2024.

Yours truly,



Jessica Ferguson



PARK REGULATION BYLAW NO. 1150



In 2022, approximately 250 verbal warnings were given out regarding oversized tents.

In 2023, there were no oversized tent infractions, however, Bylaw Officers advised approximately 150 tent users to secure their tents to the ground.

The most common issue Officers experienced was confusion regarding the signs that have a tent with a red circle with a line through it (pictured here).

TENT RESTRICTION

Increasing the tent size restriction to 12' by 12' allowed Bylaw Officers to focus on ensuring tents were secured to the ground instead of asking for tents to be taken down.

Recommendation:

Have signage corrected to show the appropriate dimensions and/or remove the tent icon from the signs.



PARK REGULATION BYLAW NO. 1150

BBQ RESTRICTION

As in the previous year, users in the BBQ zone were compliant with restrictions. It was noted that the area is not large enough to accommodate the volume of the public wishing to use the amenity. When the BBQ zone is busy, Bylaw Officers often encounter people barbecuing outside the zone who need to be redirected back to the BBQ zone.



Discarded used charcoal pictured above.



Bylaw Officers are very firm on not allowing charcoal/briquette BBQs usage. Charcoal/briquette BBQs are still an ongoing issue as it is not well known or advertised that these types of BBQs are prohibited.

Approximately 60 BBQ zone verbal warnings were given.

Approximately a dozen warnings were given for the following: feeding wildlife (specifically Canada geese), loud music, and consumption of alcohol on public beach.

HIGHWAY AND TRAFFIC BYLAW NO. 974

Parking availability in the Village is limited during the peak season. When finding parking is a challenge, many visitors park where parking is either prohibited or there is a maximum time restriction. Unfortunately, this parking behaviour resulted in multiple parking tickets.

The newly painted yellow stalls and signage on Esplanade Avenue close to the boat launch saw issues like oversized vehicles in shorter stalls causing traffic issues.

Approximately 70 tickets were issued for parking in the boat launch area without a permit between May and September.

The 2-hour parking stalls located on Lillooet Avenue were added to pay parking and were well used. However, store owners advised that their customers were upset they had to pay for parking.

The additional free 15-minute parking stalls along Esplanade Avenue saw a high turnover so Bylaw Officers continued to monitor them. There were a few tickets for exceeding the time restriction, but many respected the time limit and used it properly.

On the busiest of days, mainly weekends, Officers often had to issue tickets for parking on or within 5 meters of a crosswalk, in a bus zone parking area, and in areas with a yellow curb.

All disputed tickets were upheld at adjudication. Most individuals disputing their tickets provided misleading signage as the reason for the infraction. They cited that having a paid parking sign on the same sign as the 15-minute limit sign caused confusion.

In addition to ticketing vehicles, ten letters were mailed to property owners regarding the Highway and Traffic Bylaw for infractions.



Recommendation:

Clarify the signage in these stalls for the 2024 paid parking season.

PROPERTY MAINTENANCE BYLAW NO. 1072

Property maintenance complaints typically included the amount of overgrowth on unmaintained properties. Eighteen letters were sent to property owners to request that they bring their properties into compliance. In some instances, multiple letters were required in order to receive a response from the property owner.

Knotweed and unsightly premises are other common issues that fall under property maintenance which require regular bylaw attention. A well-known neglected house in the Village has received multiple complaints over many years. Bylaw Enforcement has successfully been able to get the property owners to bring this property into compliance at the time of this report.



Overgrowth of Knotweed



Neglected property



Regular neglect of vegetation maintenance

ANIMAL CONTROL

The Village is a very walkable, popular location for dog owners. Unfortunately, dog owners have a tendency to walk their beloved pets off leash. Many dogs have been observed off leash around the lagoon or throughout Rendall Park, which has been an ongoing issue. When approached by Bylaw Officers, most individuals are understanding and return their pet to a leash but inquire as to where they can take their dog off leash near the water so the dog can cool off. Many people are upset with the Officers when they cannot have their dog off leash, and will unleash the dog once they believe that the Officers are out of sight.

Approximately 85 verbal warnings were given to individuals that were walking their dog(s) on the beach without a leash during the peak season.

Recommendation:

Install more signs (below) in noticeable areas such as at the entrances to Rendall Park and throughout the lagoon pathway.



ZONING BYLAW NO. 1115

Eleven letters were mailed to property owners regarding Zoning Bylaw infractions. Of those letters, the most common zoning infractions included: operating a tourist accommodation in a residential zone, using a recreational vehicle as a secondary dwelling, and building a structure without the required permits.

Each letter quoted the bylaw and the infraction that occurred and asked the occupier to remedy the concern. If the concern was not addressed, the property owner was given a compliance date and advised that non-compliance could result in further enforcement action, such as a Bylaw Notice Enforcement Penalty. Four Penalty tickets were issued in 2023. At the time of this report, there is one ongoing concern from late in 2023 that will be continuing into 2024 with the possibility of incurring bylaw fines.



This property is deemed to have an unsafe structure

ABATEMENT AND CONTROL OF NOISE BYLAW NO. 474

There were thirteen noise complaint letters sent to property owners in 2023 for disturbing the peacefulness of those around them. The letters advised the owners of the bylaw and requested that they be courteous to those around them and abide by said bylaw.

Generally, noise complaints do not go further than one complaint. They can range from construction noise starting before 8:00 am, neighbors loudly enjoying their yard in the warmer nights late into the evening, and the use of power tools on Sundays and late into the evening as well.

On more than one occasion, complaints have required RCMP attendance in order to gain compliance late in the evenings.

Recommendation:

Amend the Noise Bylaw with a more precise time in which noise can be made in the late evenings and on weekends.



ADDITIONAL BYLAW CONCERNS

During the 2023 season, the focus of complaints was generally concerning Property Maintenance and Zoning bylaw infractions.

Business Licence and Regulation Bylaw No. 1128:

Three letters were mailed to property owners regarding the Business Licence and Regulation Bylaw No. 1128. These letters were to remind business owners that the Village had not received their business licence renewals for 2023. The owners either renewed their licences or confirmed that they are no longer operating the business.

Sign Bylaw No. 1126:

One letter was sent in regards to a complaint. Upon receiving the letter, the property owner contacted the Village. The owner continues to work with the Village to address the concern.

Waste Collection and Disposal Bylaw No. 1172:

Ten letters were mailed to property owners in regards to waste disposal bylaw violations. Of those letters, some were directed to a restaurant establishment that had been improperly disposing of garbage and cooking oil. The establishment appeared to obtain a new garbage bin to solve the issue. Other letters were sent to property owners that were improperly disposing of yard waste such as grass and yard trimmings. These properties appeared to adhere to the request. Multiple letters were mailed to a property in regards to a canopy that had been dumped which the Village eventually disposed of. The owner received fines and an invoice for the cost of disposing the canopy.

Outdoor Burning and Fire Regulation Bylaw No. 1110:

One letter was sent to a property owner in regards to a complaint of wood burning behind their house. Upon receiving the letter, the owner contacted the Village and advised the Bylaw Officer that they were not aware of the bylaw. They apologized and confirmed that they would not burn wood or any other substance again. Finally, a complaint was received regard a property over watering during a heat wave. One letter was mailed to a property owner advising them of the water restrictions in the peak summer months. Nothing more became of this concern.

STATISTICS

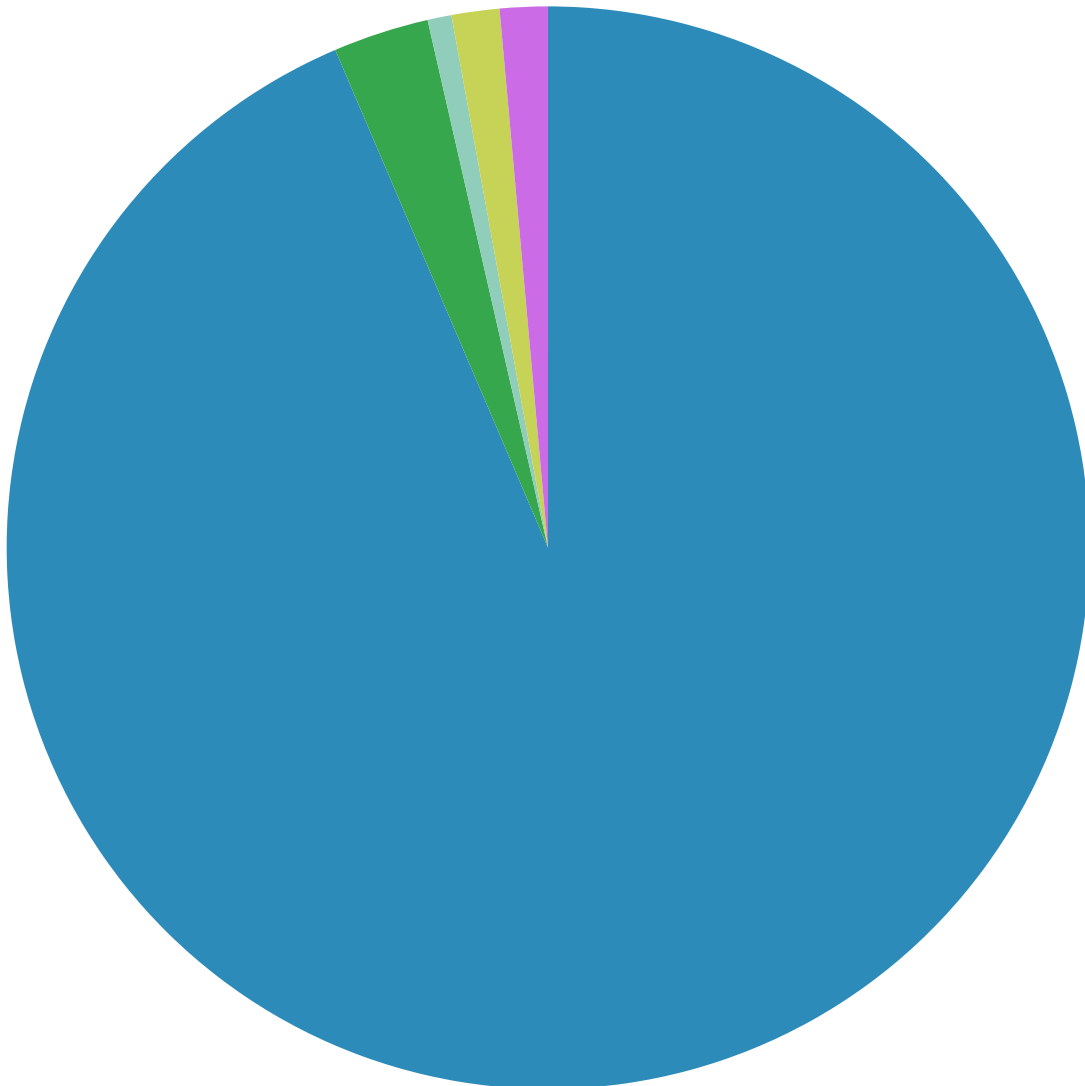
Bylaw Offence Notices Served

	2023	2022	2021
Highway and Traffic Bylaw No. 974	131	239	148
Business Licence and Regulation Bylaw No. 1128	0	9	8
Zoning Bylaw No. 1115	4	2	3
Parks and Regulation Bylaw No. 1150	0	0	1
Municipal Docks Bylaw No. 1008	0	0	4
Property Maintenance Bylaw No. 1072	2	0	0
Waste Collection and Disposal Bylaw No. 1172	2	0	0
Abatement and Control of Noise Bylaw No. 474	1		

STATISTICS

Bylaw Offence Notices Issued in 2023

- Highway and Traffic Bylaw No. 974
- Zoning Bylaw No. 1115
- Abatement and Control of Noise Bylaw No. 474
- Property Maintenance Bylaw No. 1072
- Waste Collection and Disposal Bylaw No. 1172



Regular Council

File No: 1855-02
Date: February 5, 2024

To: Mayor and Council
From: Christy Ovens, Community Services Manager
Subject: PacifiCan Tourism Growth Program

RECOMMENDATION

THAT staff be authorized to apply to the Tourism Growth Program presented by Pacific Economic Development Canada for funding up to a maximum of \$250,000.

SUMMARY

To present a funding opportunity to Council that could support the development of a Parks and Trails Master Plan, a priority action highlighted during Council's Strategic Plan process.

BACKGROUND

In Council's 2023 Strategic Plan, the development of a Parks and Trails Master Plan is one of the priority actions listed under the Healthy Livable Community category.

DISCUSSION

Pacific Economic Development Canada (PacifiCan) is presenting the Tourism Growth Program (TGP) with a call for grant applications. The TGP investment priorities include supporting active tourism, increasing tourism benefits for the community, supporting the Indigenous tourism industry, and extending the tourist season. Grant funding is available up to a maximum of \$250,000.

Council previously identified the importance of having a Parks and Trails Master Plan completed for the community. Contributing to the success of this plan, staff identified the opportunity for a new parks and trails signage program to be implemented. Staff would like to work with Sts'ailes to incorporate traditional artwork into future park and trail signage throughout the Village. Aligning with the grant program priorities, this partnership would allow the Village to support the Indigenous tourism industry. By enhancing the parks and trails experience within the Village of Harrison Hot Springs, the Village will be supporting active outdoor tourism (for residents as well as visitors) and would be helping to extend the tourist season as many visitors look for outdoor activities when choosing a destination to visit year-round.

FINANCIAL CONSIDERATIONS

PacifiCan will consider all other sources of funding available to the applicant and preference will be given to projects that have funding leverage. They estimate that not-for-profits and local governments should be seeking 65% or less of total project costs from PacifiCan.

With the Parks and Trails Master Plan being identified as a priority, staff had initially budgeted for this plan to be completed in 2024, and to be funded by Parks Development Cost Charges (DCCs). A high-level cost estimate has been provided with a budgetary value of \$160,000. If the Village were to be successful in this grant application, the amount of Parks DCCs that need to be withdrawn would be significantly decreased and could be focused in the future on implementing any recommendations that come out of the Parks and Trails Master Plan.

POLICY CONSIDERATIONS

2023 Strategic Plan Priorities

Healthy Livable Community – To promote and enhance a healthy lifestyle for all ages.

Organizational Development – To provide for the needs of a growing community.

Respectfully submitted:



Christy Ovens
Community Services Manager

Reviewed by:



Tyson Koch
Chief Administrative Officer

Financial Considerations Reviewed by:



Scott Schultz
Chief Financial Officer, Deputy CAO

Regular Council

File No: 4200-01
Date: February 5, 2024

To: Mayor and Council
From: Amanda Graham, Corporate Officer
Subject: Notice of Failure to File Disclosure Statement

RECOMMENDATION

THAT the Corporate Officer's report dated February 5, 2024 regarding Leslie Ghezesan's failure to file a disclosure statement be received for information.

SUMMARY

To provide a report to Council at an open meeting as required by section 61 of the *Local Elections Campaign Financing Act*.

BACKGROUND

In accordance with section 46(1)(a) and 47(1)(a) of the *Local Elections Campaign Financing Act*, individuals declared as candidates in an election are required to file a disclosure statement regarding the election with the BC Chief Electoral Officer (CEO) within the 90 days following general voting day. On December 19, 2023, the Village of Harrison Hot Springs received a notification from Elections BC regarding Leslie Ghezesan's failure to file a disclosure statement by the legislated deadline of December 15, 2023 in relation to the September 2023 By-Election. The notice further advised that Mr. Ghezesan would have until January 15, 2024 to file a disclosure statement subject to a late filing fee.

On January 17, 2024 the Village was advised by Elections BC that Mr. Ghezesan had not filed a disclosure statement by the late filing deadline granted by the BC CEO. As a result, Mr. Ghezesan is now disqualified from being nominated for, elected to or holding office on a local authority until after the next general local elections on October 17, 2026 pursuant to section 64(2)(b) of the *Local Elections Campaign Financing Act*.

DISCUSSION

Section 61(2) of the *Local Elections Campaign Financing Act* requires the local authority office to prepare a report and present it at an open meeting as soon as practicable after receiving a notice of non-compliance from Elections BC.

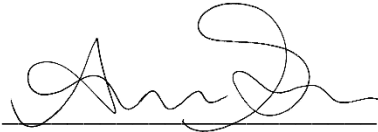
FINANCIAL CONSIDERATIONS

There are no financial considerations associated with this report.

POLICY CONSIDERATIONS

There are no policy considerations associated with this report.

Respectfully submitted:



Amanda Graham
Corporate Officer

Reviewed by:



Tyson Koch
Chief Administrative Officer

Attachment: Notification from Elections BC of Disqualification

Amanda Graham

To: Amanda Graham
Subject: Section 61(1)(b) LECFA Notice of Disqualification

From: EBC Investigations EBC:EX <Investigations@elections.bc.ca>
Sent: Wednesday, January 17, 2024 9:30 AM
To: Reception <info@harrisonhotsprings.ca>
Subject: Section 61(1)(b) LECFA Notice of Disqualification

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Dear Kelly Ridley,

As required by section 61(1)(b) of the *Local Elections Campaign Financing Act* (LECFA), this is notice that the following candidate failed to file their required disclosure statement as required under LECFA by the filing deadline:

- **Leslie Ghezesan**

The candidate:

- Is disqualified from being nominated for, elected to or holding office on a local authority until after the next general local elections on October 17, 2026, as required by section 64(2)(b) and
- Has been notified of their penalties.

These penalties are required by LECFA and Elections BC has no ability to waive or alter them. The candidate was notified that these penalties would apply if they failed to meet their filing obligations under the Act.

The disqualification list is available on the Elections BC website at <https://elections.bc.ca/local-elections/local-candidates/disqualification-lists/>.

Section 61(2) of LECFA requires that your authority prepare a report respecting the section 61(1)(b) disqualification notice, and present it at an open meeting as soon as practicable.

If you have any questions, please do not hesitate to contact our office at investigations@elections.bc.ca.

Sincerely,

Adam Barnes

Director, Investigations

Elections BC

Pronouns: he, him, his

Phone: 778-974-3316

Location: Suite 100 – 1112 Fort St, Victoria

Email: adam.barnes@elections.bc.ca

Website: www.elections.bc.ca

Regular Council

File No: 0870-30-03
Date: January 10, 2024

To: Mayor and Council
From: Amanda Graham, Corporate Officer
Subject: Lease and Services Agreement – 499 Hot Springs Road

RECOMMENDATION

THAT the Village enter into a lease and services agreement with Harrison Tourism Society for a term starting February 1, 2024 and ending on December 31, 2034 with a continued Village contribution of \$21,000 per annum.

SUMMARY

To seek Council direction regarding the renewal of the lease and services agreement with Harrison Tourism Society.

BACKGROUND

The Village is the owner in fee simple of 499 Hot Springs Road. Since 2008, the Village and Harrison Tourism Society have had a building and operations lease agreement in place. The term of the last agreement was January 1, 2019 to December 31, 2023. The agreement did not contain a renewal clause. At the time the agreement was entered into, there were two structures on the property. One was a building owned by the Village and leased to Tourism Harrison, the other was a Britco trailer that Tourism Harrison owned. The building has since been demolished, and the Britco trailer was donated to the Village and moved onto the property of the municipal office at 495 Hot Springs Road. Since the last agreement was signed, Tourism has constructed a new, fully accessible Visitor Centre and Sasquatch Museum on the lands. The new building is currently nearing completion.

In exchange for the use of the land, Tourism Harrison agrees to operate the Visitor Centre and Museum for a specified number of hours per week and promote tourism in the community. Attached to this report is a draft agreement for Council's consideration.

DISCUSSION

In previous years, the lease and services agreements were agreed upon in five year increments. At the October 19, 2020 Regular Council Meeting, Council voted to support Tourism Harrison's application to the Community Economic Recovery Infrastructure Program to fund the construction of the new building and provided a letter of support to that effect.

In consideration of the Village's longstanding relationship with Tourism Harrison and the time, cost and effort put into constructing the new building, staff is recommending that the Village

agree to lease the land until the end of 2034. Renewal beyond that timeframe would require mutual agreement by both parties.

The lease of municipal land is considered a disposal of land under section 26(1) of the *Community Charter*. Accordingly, entering into a new lease agreement with Tourism will require the Village to post public notice as outlined in section 94 of the *Community Charter*.

FINANCIAL CONSIDERATIONS

As part of the agreement, the Village has paid Tourism Harrison \$21,000 per year for Visitor Servicing since 2018. The continuation of this financial support from the municipality is required by Destination BC in order for Tourism Harrison to qualify as a Destination Marketing Organization. Having this designation allows Tourism Harrison to collect the Municipal and Regional District Tax (MRDT). At the February 1, 2021 Regular Council Meeting, Council voted to support Tourism Harrison's application to be designated as the MRDT recipient, and they have been collecting the 3% MRDT since that time.

POLICY CONSIDERATIONS

There are no policy considerations associated with this report.

Respectfully submitted:



Amanda Graham
Corporate Officer

Reviewed by:



Tyson Koch
Chief Administrative Officer

Financial Considerations Reviewed by:



Scott Schultz
Chief Financial Officer, Deputy CAO

Attachment: Draft 2024-2034 Lease and Services Agreement with Harrison Tourism Society

LEASE AND SERVICES AGREEMENT

THIS AGREEMENT dated for reference the 1st day of January, 2024

BETWEEN:

HARRISON TOURISM SOCIETY (INC. S0052425), a society incorporated under the Societies Act (British Columbia) and having an address at Box 255, 102-160 Lillooet Ave., Harrison Hot Springs, BC V0M 1K0
(the "**Tenants**")

AND:

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

(the "**Village**")

RECITALS:

- A. The Village is the registered owner in fee simple of that parcel of land in the Village of Harrison Hot Springs, British Columbia having a civic address of 499 Hot Springs Road, Harrison Hot Springs, British Columbia being legally described as PID: 011-438-479, Lot 9, Block 2, Plan 9786 New Westminster District and shown outlined on the attached Schedule "A" (the "**Land**");
- B. The building commonly referred to as the "Visitor Information Centre" (the "**Visitor Information Centre**") and "Sasquatch Museum" (collectively, the "**Museum**") shown outlined and labeled "Visitor Information Centre and Museum" on the attached Schedule "A" (the "**Building**"), is situated on the Land and is owned by the Tenants;
- C. The former Lease and Service Agreement dated February 1st, 2019 will terminate December 31, 2023 and the Village will grant a new lease and service agreement to the Tenants for the Land on the terms and conditions set out in this lease and service agreement ("**Lease**"); and
- D. The Tenants have agreed to continue managing the Visitor Information Centre within the Building to provide activities and visitor services, and the Tenants have also agreed to continue operating the Museum within the Building.

THIS LEASE is evidence that in consideration of the mutual promises contained in this Lease and by the Tenants to the Village, the parties agree as follows:

- 1. **Lease** - The Village leases the Land to the Tenants for the Term described herein, on the terms and conditions of this Lease and for the purposes set out in this Lease. The Village further grants to the Tenants a non-exclusive license to enter onto and cross over the Land for access to and from the Building and to use those parts of the Land which are adjacent to the Building and required for the Tenants' purposes including parking.
- 2. **Term** - The Term of this Lease is for a period commencing on January 1, 2024 and terminating on December 31, 2034 subject to earlier termination pursuant to the terms of this Lease ("**Term**").

3. **Renewal** – This Lease may be renewed or extended by mutual agreement on mutually agreeable terms.
4. **Rent** - The Tenants must pay the Village annual rent of Ten (\$10.00) Dollars plus all applicable taxes for the Term ("**Rent**"), payable on the first day of each year of the Term. Rent for any renewal period shall be determined by mutual agreement of the parties.
5. **Purpose** - The Tenants must only use the Land for the purposes of operating and maintaining the Building and the Visitor Information Centre, Destination Marketing and the Museum, and all associated and ancillary uses and purposes thereto and for no other purpose whatsoever.
6. **Reporting** – The Tenants shall report to the Village annually on the activities and functions of the Visitor Information Centre and Museum and agree to provide year-end financial statements and other supporting financial documentation to the Village and as reasonably required by the Village.
7. **Financial Support** – The Village agrees to provide financial support to the Tenants in the total sum of \$21,000 per annum, to be paid in quarterly instalments for the operation of the Visitor Information Centre and Museum provided the Tenants are complying with all of their obligations under this Lease.
8. **Tenants' Covenants** – The Tenants covenant and agree with the Village:
 - (a) to operate and maintain the Visitor Information Centre and Museum in an effective and professional manner and to provide visitor services, including, but not limited to:
 - (i) providing for a minimum of fifty-two (52) hours of operation at the Visitor Information Centre and Museum during the period from June 1st through September 30th each year of the Term and a minimum of 36 hours of operation per week for the period from October 1st through May 31st each year of the Term;
 - (ii) providing community and regional information to visitors and attendees in person, via social media and by means of other media to support and promote visitor experiences in the community;
 - (iii) administration of visitor and attendee satisfaction surveys and collection of statistical data;
 - (iv) promoting and advertising tourism for the community; and
 - (v) supporting and encouraging tourism related activities in the community;
 - (b) to promptly pay the Rent when due;
 - (c) to provide all equipment, furnishings and supplies that may be required to furnish and operate the Building and Land for the purposes of the Tenants;
 - (d) to not make improvements, extensions, installations, alterations, or additions to, in or about the Building or the Land without obtaining the Village's prior written consent;

- (e) to not suffer or permit any act or neglect that may in any manner directly or indirectly cause damage to the Building or Land or to any fixtures or appurtenances thereon;
 - (f) to pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Tenants' use and occupation of the Building and Land including without limitation, levies, charges and assessments, permit and license fees, minor repair and maintenance costs, administration and service fees and payments for utilities, work and materials;
 - (g) to pay the Village all goods and services taxes which may be payable in respect of this Lease;
 - (h) to maintain the Land and the Building and all fixtures and appurtenances thereon in a safe, clean and sanitary condition and to take all reasonable precautions to ensure the safety of all persons using the Land and the Building;
 - (i) to carry on and conduct its activities on the Land and in the Building in compliance with any and all statutes, enactments, bylaws, regulations and orders from time to time in force and to obtain all required approvals and permits;
 - (j) to not erect any sign on the exterior of, or visible from outside, the Land and Building without the prior written consent of the Village; and
 - (k) to maintain the Land and Building and all fixtures and appurtenances at their own expense and pay all costs and expenses of any kind whatsoever associated with use and occupation of the Land and Building, including without limitation, levies, charges and assessments, permit and licence fees, minor and major repair, administration and service fees and payments for utilities, work and materials.
9. **Net Lease** - Without limiting any other provisions in this Lease, the Tenants agree that this Lease is absolutely net to the Village and the Tenants must promptly pay when due on its own account and without any variation, set-off, or deduction all amounts, charges, costs, duties, expenses, fees, levies, rates, sums and taxes and increases in any way relating to the Land and the Building and that to the extent any such amounts remain unpaid after they come due, such amounts shall be deemed as Rent and may be collected by the Village as Rent.
10. **Building Insurance** - The Tenants shall be responsible for insuring the structure of the Building from fire and other risks against which a prudent owner would insure.
11. **Insurance Requirements** - Without limiting the Tenants' obligations and liabilities under this Lease, the Tenants shall obtain, at its own expense, and keep in force a policy of comprehensive general liability insurance providing coverage for death, bodily injury, property loss, property damage and other potential loss and damage arising out of the Tenants' use and operation of the Land in an amount of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence and the Village, and its elected officials, officers, employees, agents and others, shall be named as additional insured under the policy.
12. **Insurance Policies** - The Tenants shall ensure that all policies of insurance pursuant to this Lease are:
- (a) placed with insurers licensed in British Columbia;

- (b) are written in the name of the Tenants and with the Village as additional insured, with loss payable to them as their respective interests may appear;
 - (c) contain a cross liability clause and a waiver of subrogation clause in favour of the Village;
 - (d) primary and do not require the sharing of any loss by any insurer that insures the Village;
 - (e) contain a clause to the effect that any release from liability entered into by the Village prior to any loss shall not affect the right of the Tenants or the Village to recover;
 - (f) endorsed to provide the Village with 30 day's advance notice in writing of cancellation or material change; and
 - (g) otherwise on terms satisfactory to the Village, acting reasonably.
13. **Insurance Certificates** - The Tenants must obtain all required insurance at its sole expense and must provide the Village with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so by the Village.
14. **Village May Insure** - If the Tenants fail to insure as required, the Village may, after 30 days notice to the Tenants, effect the insurance in the name and at the expense of the Tenants and the Tenants must promptly repay the Village all costs reasonably incurred by the Village in doing so, and such costs shall be deemed Rent and may be collected by the Village as Rent.
15. **Village to Insure** - The Tenants shall be responsible for insuring the structure of the Building from fire and other risks against which a prudent owner would insure.
16. **Quiet Possession** - The Village covenants and agrees with the Tenants to permit the Tenants, so long as the Tenants are not in default of the Tenants' obligations under this Lease, to peaceably possess and enjoy the Land for the Term, without interference or disturbance from the Village or those claiming by, from or under the Village except for the Village's rights of inspection.
17. **Termination Due to Default** - If and whenever:
- (a) the Tenants are in default in the payment of Rent or any other amount payable under this Lease and the default continues for 30 days after written notice by the Village to the Tenants;
 - (b) the Tenants do not fully observe, perform and keep each and every term, covenant, agreement, stipulation, obligation, condition and provision of this Lease to be observed, performed and kept by the Tenants and persists in such default for 30 days after written notice by the Village;

then the Village may, at its option, terminate this Lease and the Term then becomes immediately forfeited and void and the Tenants must immediately cease all use and occupation of the Land and must vacate and deliver up possession of the Land and the Village may repossess the Land and enjoy the same.

18. **Holding Over** - If the Tenants continue to occupy the Land with the written consent of the

Village after the expiration of the Term or earlier termination of this Lease, then, without any further written agreement, the Tenants shall be a monthly Tenants paying monthly rent in an amount determined by the Village and subject always to the other provisions in this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year shall not be created by implication of law.

19. **Surrender of Possession on Termination** - At the expiration or sooner termination of this Lease, the Tenants must, at their sole cost and expense, peaceably surrender and give up possession of the Land without notice from the Village, and any right to notice to quit or vacate being hereby expressly waived by the Tenants despite any law or custom to the contrary. The Tenants must concurrently with the surrender of possession at its own expense and as requested by the Village:
 - (a) remove from the Land the Building and all furniture, furnishings, equipment and trade fixtures;
 - (b) remove all goods, supplies, articles, equipment, chattels, vehicles and other things brought onto and kept within the Land by or on behalf of the Tenants;
 - (c) remedy any unsafe or illegal conditions of the Land created or aggravated by the Tenants' occupation of the Land;
 - (d) repair any damage and injury occasioned to the Land by reason of the Tenants' removal of any items; and
 - (e) deliver up the Land in a neat, clean and sanitary condition, free from any and all materials that may have been brought onto, deposited onto or created on the Land during the Term.
20. **Ownership of Improvements at Termination** - At the expiration of the Term or earlier termination of this Lease, unless otherwise agreed by the parties, the Building and any improvements, extensions, installations, alterations or additions to it, whether done by or on behalf of the Tenants or not, shall become the permanent property of the Tenants and shall be removed from the Land in accordance with section 19(a) at their own expense.
21. **Indemnity** - The Tenants must indemnify and save harmless the Village and its officials, officers, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever in any way directly or indirectly arising from the occupation, activities or actions of the Tenants in, on or from the Land or anything done or maintained by the Tenants, excepting always liability arising out of the negligent acts of the Village or those for whom the Village is, in law, responsible.
22. **Survival of Indemnities** - The obligations of the Tenants under section 21 survive the expiry or earlier termination of this Lease.
23. **Permission to Enter** - The Village or its authorized representative may enter the Land at all reasonable times, upon notice to the Tenants, for the purposes of inspection.
24. **No Assignment or Sublease** - The Tenants must not assign the Tenants' interest in this Lease or sublet the Building without the prior written consent of the Village, such consent to be at the sole and absolute discretion of the Village.
25. **Interpretation** - In this Lease:

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

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

IN WITNESS WHEREOF the parties have signed and sealed this agreement as of the date indicated below.

VILLAGE OF HARRISON HOT SPRINGS
by its authorized signatories, this ____ day of _____, 2024

Print Name:

Print Name:

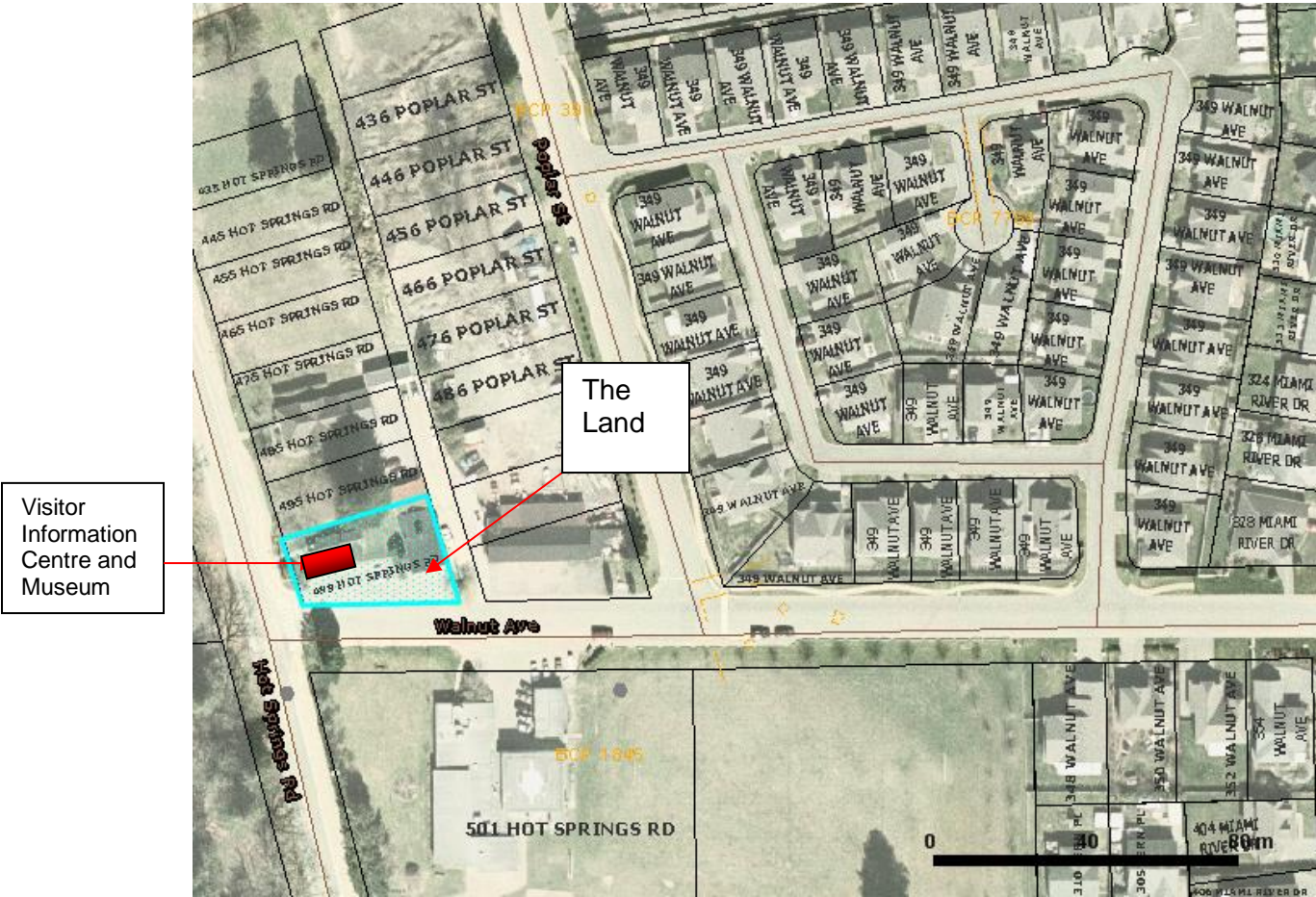
HARRISON TOURISM SOCIETY
by its authorized signatories, this ____ day of _____, 2024

Print Name:

Print Name:

SCHEDULE "A"

MAP OF BUILDING and LAND LEASE AREA



Regular Council

File No: 2240-20-30
Date: February 5, 2024

To: Mayor and Council
From: Amanda Graham, Corporate Officer
Subject: FVRD Boat Launch Operation Agreement

RECOMMENDATION

THAT Council approve entering into a new agreement with the Fraser Valley Regional District for the operation and management of the boat launch for a two year term with the option to renew for an additional two years.

SUMMARY

To present a new boat launch operating and management agreement for Council's consideration.

BACKGROUND

The Fraser Valley Regional District (FVRD) has been operating the Village's boat launch since 2013. The most recent agreement between the Village and the FVRD expired on December 31, 2023. The FVRD has expressed an interest in continuing to operate the boat launch on the Village's behalf. If the Village wishes to continue with this arrangement, FVRD has requested that they be advised as soon as possible in order to ensure that the boat launch will be ready to open for the 2024 season, which has historically been the first Friday in March.

DISCUSSION

A proposed agreement is attached to this report for Council's consideration. The agreement sets out the dates and times that the boat launch will be open and the financial responsibilities of each party. The FVRD pays all costs arising from the operation and management of the site. This includes management and payment of the subcontractor who works at the boat launch. The Village is responsible for costs associated to maintenance, repair, water, sewer and utilities. As part of managing the boat launch, it is the FVRD's responsibility to open and close the gates and washrooms, collect the fees as set in the Village's bylaw, launch and retrieve boats, and complete janitorial duties.

Management of any issues that arise with members of the public is taken care of by the FVRD, while any correspondence from the public regarding the fees is handled by Village administration. The Village is not equipped to operate the boat launch with current staff levels, and has greatly appreciated having the FVRD field complaints or issues that arise from day-to-day operations.

A recurring problem of note is that the bathrooms are closed for cleaning before the boat launch closes at 8:00 pm, with reports from members of the public that the bathrooms have been closed for the night as early as 6:00 pm. The boat launch is only staffed by one person, and it can be a challenge to clean the bathrooms and facilitate the launch and return of boats simultaneously. Although there are public washrooms just a short distance away at Rendall Park, the Village has received numerous complaints regarding this issue. The FVRD is receptive to working with the Village to address the logistics of altering the bathroom closing time to be in line with the closing of the boat launch.

The agreement with the FVRD for the operation of the boat launch has been running smoothly for a number of years. Additionally, the revenue sharing structure outlined in the next section of this report has been advantageous to the Village. Staff is recommending that Council continue the relationship with FVRD for operation of the boat launch by entering into a two-year agreement with an option to renew for an additional two years.

FINANCIAL CONSIDERATIONS

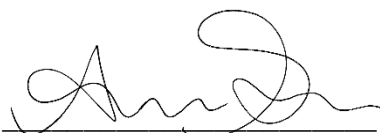
The proposed new service agreement does not present any changes to the collection of funds provision that has been in place since 2013. Since the Village has partnered with the FVRD, the agreement has stipulated that the FVRD shall collect all funds arising from operation of the site, shall pay the Village a minimum of \$14,000 per year, and that any additional profits shall be equally split between the two parties. Below is a table showing the total amount of revenue to the Village over the last five years as a result of this revenue sharing structure.

Year	Total Allocation of Surplus to the Village
2019	\$14,979.00
2020	\$15,534.00
2021	\$31,791.00
2022	\$22,765.00
2023	\$19,853.00

POLICY CONSIDERATIONS

There are no policy considerations associated with this report.

Respectfully submitted:



Amanda Graham
Corporate Officer

Reviewed by:



Tyson Koch
Chief Administrative Officer

Financial Considerations Reviewed by:

A handwritten signature in black ink, appearing to read 'Scott Schultz', is positioned above a horizontal line.

Scott Schultz
Chief Financial Officer, Deputy CAO

Attachment: Proposed 2024-2026 Boat Launch Operating and Management Agreement

Harrison Lake Boat Launch Operating and Management Agreement

THIS SERVICES AGREEMENT is dated for reference ____ day of February, 2024

BETWEEN:

FRASER VALLEY REGIONAL DISTRICT,
45950 Cheam Avenue, Chilliwack, BC V2P 1N6
(the "Regional District")

AND:

VILLAGE OF HARRISON HOT SPRINGS,
495 Hot Springs Road, Harrison Hot Springs, BC, V0M 1K0
(the "Village")

WHEREAS:

- A. The Village is the registered owner of those lands and premises located adjacent to Rendall Park on Esplanade Avenue within the Village of Harrison Hot Springs (the "Site"), shown on the attached Schedule A;
- B. The Harrison Boat Launch is situated at the Site as depicted in the attached Schedule A;
- C. The *Community Charter, SBC 2003 Ch 26 ("Charter")* authorizes the Village to enter into agreements with other public authorities respecting the undertaking, provision and operation of activities and services; the operation and enforcement in relation to the exercise of its authority to regulate, prohibit and impose requirements within the powers of a party to the agreement; the management of property or an interest in property held by a party to the agreement
- D. *The Local Government Act, RSBC 2015 Ch. 1* authorizes the Regional District to enter into agreements with public authorities for the same purposes as granted to the Village under the Charter;
- E. The Village agrees to contract the operation and management of the Site to the Regional District and the Regional District agrees to operate and manage the Site on behalf of the Village on the terms and conditions of this Agreement;

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

1. TERM

This Agreement shall commence March 1, 2024 and shall terminate on the 31st day of December, 2026 (the “**Term**”). This Agreement may be extended for a further two (2) year term on the same terms and conditions (except as otherwise expressly states) at the mutual consent of the Regional District and the Village.

For clarity, the Boat Launch Office operational season is from the last Friday in March to Thanksgiving Monday as follows:

- Last Friday in March
 - Open weekends (including Friday) and statutory holidays only
 - Friday 12 pm - 8 pm
 - Saturday, Sunday and Statutory Holidays 6am - 8 pm
- First Friday in May
 - Open daily 6 am - 8 pm
- Monday after Labour Day
 - Open weekends (including Friday) and statutory holidays only
 - Friday 12 pm - 8 pm
 - Saturday, Sunday and Statutory Holidays 6am-8 pm

In the event of extreme weather conditions, the Regional District Parks Manager can direct the operator to close the Boat Launch Office.

2. OPERATION

The Regional District shall operate, maintain, supervise and manage the Site on the terms and conditions of this Agreement during the operational season. These duties include:

- Opening and closing the gatehouse and public washrooms
- Fee collection and reconciliation
- Direct launching and retrieval of boats and maintaining orderly flow of traffic on the site
- Janitorial Duties:
 - Cleaning and stocking washrooms
 - Emptying washroom waste bins into onsite dumpster provided by the Village
 - Keeping walkways and washroom entryways swept clean
 - Keeping all other gatehouse and boat launch areas clean, safe and tidy

3. PERMITTED USES

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

4. COLLECTION OF FUNDS

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

5. PAYMENT OF COSTS

- a. Except as expressly stated herein, the Regional District shall pay all costs arising from the operation, management of the Site except for those costs associated with facility repair, capital in nature, or outside of the scope of work identified in Section 2 of this Agreement.
- b. The Village is responsible for all maintenance, repair, and upgrade costs associated with the boat launch, ramps, grounds, parking lot, washrooms, and office which are outside of the scope of work identified in Section 2 of this agreement.
- c. The Village of Harrison Hot Springs shall pay water, sewer and electricity charges related to the Site and the Regional District shall pay all other utility charges related to the site, including, telephone and other charges.

6. RATES TO BE CHARGED

The Regional District shall charge fees according to applicable Village of Harrison Hot Springs bylaws as amended from time to time.

7. SITE MANAGEMENT

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

8. SUBCONTRACTING

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

9. WORKSAFE BC

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

10. SECURITY

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

11. MUNICIPAL REQUIREMENTS

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

12. INDEMNITY

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

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

- b. The Village agrees to save harmless and effectually indemnify the Regional District against and from all fines, suits, claims, liabilities, damages, costs, expenses, demands and actions of any kind or nature whatsoever for which the Regional District may become liable, suffer or incur by reason of or related to or arising from:

- i. any breach, violation, default or non-performance by the Village of any provision of this Agreement, or
- ii. any wrongful act, omission or negligence of the Village or its members, directors, officers, employees, agents, contractors or others for whom it is responsible under this Agreement;
- iii. any death, personal injury, property damage, property loss, economic loss or other loss or harm suffered by any person, including the Regional District, on or in relation to the Site under this Agreement.

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

13. INSURANCE

- a. The Regional District shall, throughout the term of this Agreement, obtain and maintain, with a deductible and otherwise in a form acceptable to the Village, with an insurance company licensed to carry on business in the Province of British Columbia, a policy or policies of comprehensive general liability insurance in the amount of at least Five Million Dollars (\$5,000,000.00) per occurrence (or such greater reasonable amount as the Village may require from time to time) providing the following coverage and protecting the Regional District and the Village against all claims arising out of:
 - i. death or injury to persons;
 - ii. damage to, or loss of, or loss of use of any property;
 - iii. non-owned automobile insurance;
 - iv. contingent employer's liability;
 - v. personal injury;
 - vi. incidental malpractice;
 - vii. wrongful eviction;
 - viii. cross liability.
- b. Every policy of insurance will:
 - i. Name the "Village of Harrison Hot Springs" as additional named insured;
 - ii. State that the policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured; and
 - iii. Contain a subrogation waiver.
- c. A certified copy of each policy of insurance shall be provided prior to the commencement of this Agreement, and promptly thereafter on renewal or amendment of the policy to the Village and shall contain a clause that states that

the policy will not be cancelled or materially changed without at least thirty (30) days written notice to the Village.

14. TERMINATION

Either the Village or the Regional District may give the other written notice of termination of this Agreement at any time, without cause, with termination to be effective 60 days after receipt of notice. If either party terminates or suspends all or part of the services under this section, the Regional District will deliver to the Village of Harrison their pro-rata share of the proceeds as outlined in Section 4 (c) of this Agreement.

15. CONDITION OF SITE

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

16. INDEPENDENT CONTRACTOR

In all respects, the Regional District is an independent contractor which is entitled to use its own methods provided the result is the operation and management of the Site according to this Agreement. The Regional District shall, on every contract other than a license or other rental or use agreement, inform the other party that it is entering into the contract on its own behalf and not on behalf of the Village.

17. OWN COST

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

18. BINDING ON SUCCESSORS

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

19. ENTIRE AGREEMENT

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

20. NOTICE

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

To the Regional District:

Fraser Valley Regional District
45950 Cheam Avenue
Chilliwack, B.C. V2P 1N6
Attn: Manager of Parks

To the Village:

Village of Harrison Hot Springs
Box 160,
495 Hot Springs Road,
Harrison Hot Springs, B.C., V0M 1K0
Attn: Corporate Officer

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

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

FRASER VALLEY REGIONAL DISTRICT

By its authorized signatories

VILLAGE OF HARRISON HOT SPRINGS

By its authorized signatories

Corporate Officer

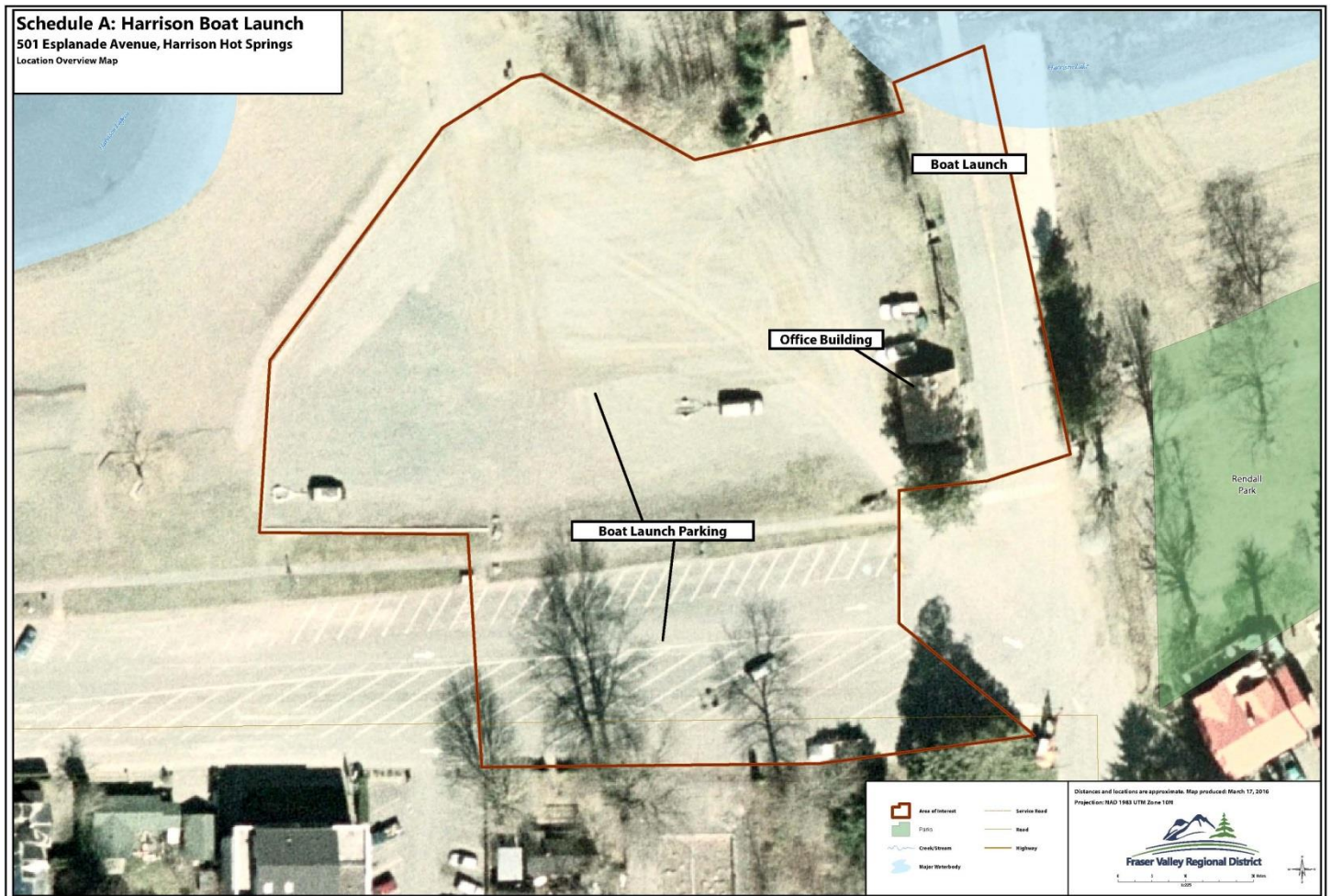
Amanda Graham
Corporate Officer

Dated

Dated

DRAFT

Schedule A Harrison Lake Boat Launch Site



Regular Council

File No: 3090-20-DVP03/23

Date: February 5, 2024

To: Mayor and Council
From: Ken Cossey, Planning Consultant
Subject: Consideration on the Issuance of a Development Variance Permit

RECOMMENDATIONS

THAT Development Variance Permit DVP 03/23 not be sent to the adjacent properties for property located at 604 McCombs Drive, Harrison Hot Springs for land legally described as:

Lot 123, Sec 12, Twp 4, Rg 29, W6M, New Westminster District Plan 52598, until the following has been provided, by the applicant, to the satisfaction of Village:

1. A surface water discharge report. This report must indicate the potential volume and direction of any potential surface water runoff and must be signed by a professional engineer with at least 10 years of competent experience. If the engineer deems that this is not applicable, they must indicate this in writing and they must sign the letter.
2. If the runoff is applicable the report must also indicate what mitigation measures may or may not be required and the costs of these potential measures; and

THAT staff be authorized to deliver a Notice of Intent to the adjacent owners of the land, defined as a distance of 30 M from the site, once a surface water discharge report has been provided to the Village's satisfaction.

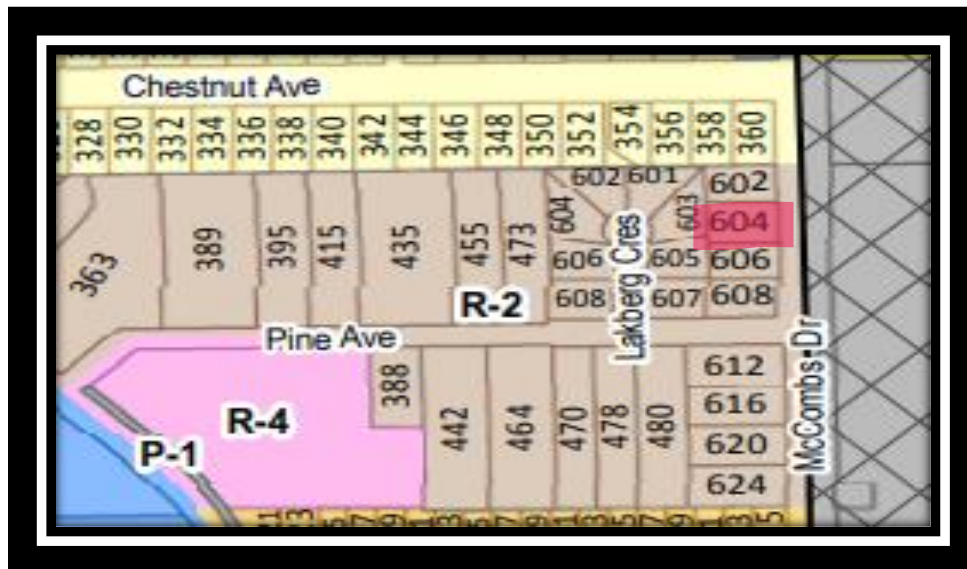
SUMMARY

Changes to the Village's Zoning Bylaw No. 1115, 2017, that specifically apply to this property, are required to allow for the extension of the garage from 5 M up to 14.7 M, a change of 9.7 M.

BACKGROUND

Zoning Information, Parcel Size, and Adjacent Uses

The parcel is zoned R-2 and is located adjacent to McCombs Drive. Along the northern, the southern, and the western boundary of this site all the parcels of land are also zoned for R-2 activities. On the eastern portion of the parcel and across McCombs Drive is the East Sector Crown land. The parcel size is approximately 697.233 M² (0.172 Ac, 7505 Ft², 0.069 Ha) in size and is relatively flat.



DISCUSSION

The change of the current building/structure mass coverage, with the addition of the proposed 9.7 M extension onto the existing garage, could impact the current surface water drainage volume and direction.

This is an unknown at this time which is why it is recommended that the applicant be required to obtain a surface water flow report. The current allowable Lot coverage is 40% and with the proposed addition to the garage the Lot coverage will be at approximately 27%, however the buildings overall mass could change. Inadequate surface water drainage from the development parcel can cause problems for any adjacent roads and properties which could lead to future disputes.

FINANCIAL CONSIDERATIONS

There are no financial considerations associated with this report.

POLICY CONSIDERATIONS

2023 Strategic Plan Priorities

Public Safety - To ensure and enhance public safety

Organizational Development - To provide for the needs of a growing community

Zoning Bylaw, 1115, 2017 – the permitted uses in the R-2 Zone and s. 4.2 (a)(ii) requirements. The proposed extension of the garage is considered an authorized accessory use. The applicant however wishes to vary the requirements of s 4.2(a)(ii), to change the requirements for their property from 5 M up to 14.7 M

OCP Bylaw 864, 2007 – s. 6.3.2 Low Residential Area policies. As per this Bylaw, single family and two-family (duplex) residential development is permitted.

Respectfully submitted:



Ken Cossey, MCIP, RPP
Planning Consultant

Reviewed by:



Tyson Koch
Chief Administrative Officer

Attachments (2):

1. Draft DVP 03/23
2. Building Permit Site Plan Map a2.1

Village of Harrison Hot Springs

DEVELOPMENT VARIANCE PERMIT NO. 03/23

ISSUED this ____ day of ____, 2024

FILE No: 3090-20-DVP03/23

FOLIO No: 5260-15987

REGISTERED LANDOWNERS

Brooke Kirkham and Manuel Kurts

Box 91, 604 McCombs Drive

Harrison Hot Springs, BC V2P 4Y1

1. This Development Variance Permit is issued subject to compliance with all of the bylaws of the Village of Harrison Hot Springs applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Development Variance Permit applies to and only to those lands within the Village described below:

Legal Description: Lot 123, Section 12, Township 4, Range 29, West of the Sixth Meridian,
New Westminster District Plan 52958
(PID: 005-061-377)
Civic Address: 604 McCombs Drive, Harrison Hot Springs, BC
3. Authorization is hereby given for the use of the subject property for the development of the land for residential purposes in accordance with the conditions listed in Section 4, below.
4. The use must be carried out subject to the following condition:
 1. **As per s 4.2 (a)(ii), of Zoning Bylaw 1115, 2017, increase the length of the garage from 5M up to but not exceeding 14.7M.**
5. The land described herein must be developed in substantial compliance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit must form a part thereof.
6. **This Development Variance Permit is not a Building Permit, a subdivision approval nor a soil removal or deposit permit.** No final inspection must be issued until all items of this Development Variance Permit have been complied with to the satisfaction of the Village.

RESOLUTION PASSED BY COUNCIL THIS _____ day of _____, 2024

I HEREBY CERTIFY that I have read the terms and conditions of the Development Variance Permit contained herein. I understand and agree that the Village of Harrison Hot Springs has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with me, other than those contained in this Permit.

(Authorized Signatory)
Brooke Kirkham

(Authorized Signatory)
Manual Kurts

THIS PERMIT IS ISSUED this _____ day of _____, 2024.

VILLAGE OF HARRISON HOT SPRINGS

Corporate Officer

REVISION SCHEDULE			
NO.	DRN	CHK	DATE

Brooke & Manuel Addition

604 McCombs Drive, Harrison Hot Springs, BC, V0M 1K0

GULIKER
DESIGN GROUP INC.
604.824.2774
www.guliker.ca
info@guliker.ca

Brooke Kikihart

604 McCombs Drive
Harrison Hot Springs, BC
V0M 1K0

new addition

site plan

Drawn by: JCS
Checked by: JCS
Date: 23 August, 2022

23 August, 2022

a2.1

2022-09-23 10:28:17 AM

issued for building permit

Regular Council

File No: 3060-20-DP02/22 (Revised)
Date: February 5, 2024

To: Mayor and Council
From: Ken Cossey, Planning Consultant
Subject: Development Permit – 200 Hot Springs Road

RECOMMENDATIONS

1. THAT this revised application be treated as substantially amended from the original application, and
2. THAT Development Permit DP 02/22 be issued to Razin Enterprises Limited for property located at 200 Hot Springs Road, Harrison Hot Springs for land legally described as:

Lot 7, Blk 1, Sec 13, Twp 4, Rg 29, W6M, New Westminster District Plan 251

Subject to the following:

- a) The registration of a save-harmless flood covenant that is acceptable to the Village, be placed on the Title;
- b) For the installation of or the placement of any signs on the building or structure, the applicant must follow the requirements as outlined in the Village of Harrison Hot Springs Sign Bylaw No. 1126, 2018, as amended from time to time. To start this process, a Comprehensive Sign Plan application must be submitted and approved by the Village;
- c) The Village receiving an Irrevocable Letter of Credit in the amount of \$1,093,750.00; and
- d) Comments received by the Ministry of Transportation and Infrastructure.

SUMMARY

To present a revised application for a development permit for Council's consideration.

BACKGROUND

At the October 16/18 Regular Council Meeting, Council denied the applicant their requested Development Permit over concerns with the proposed number of parking stalls. The main issue on the past application was the required number of off-street parking stalls, as the developer was proposing 23 but required 25, and they were short one disability parking stall. The applicant has also reduced the number of hotel units down from 17 to 14.

The proposed use meets the Village Centre Designation and Development Permit requirements as outlined in the Village's OCP Bylaw No. 864, 2007. Additionally, the proposed use meets the requirements of the C-1 Zone as outlined in the Village's Zoning Bylaw No. 1115, 2017. Accordingly, setting up a Public Notification meeting is not being recommended at this time. However, if Council wishes to direct the applicant to hold a Public Notification Meeting as per section 11.0 of the Development Procedures Bylaw No. 1090, 2016, Council may do so by amending the recommendation in this report.

Parcel Size and Adjacent Uses

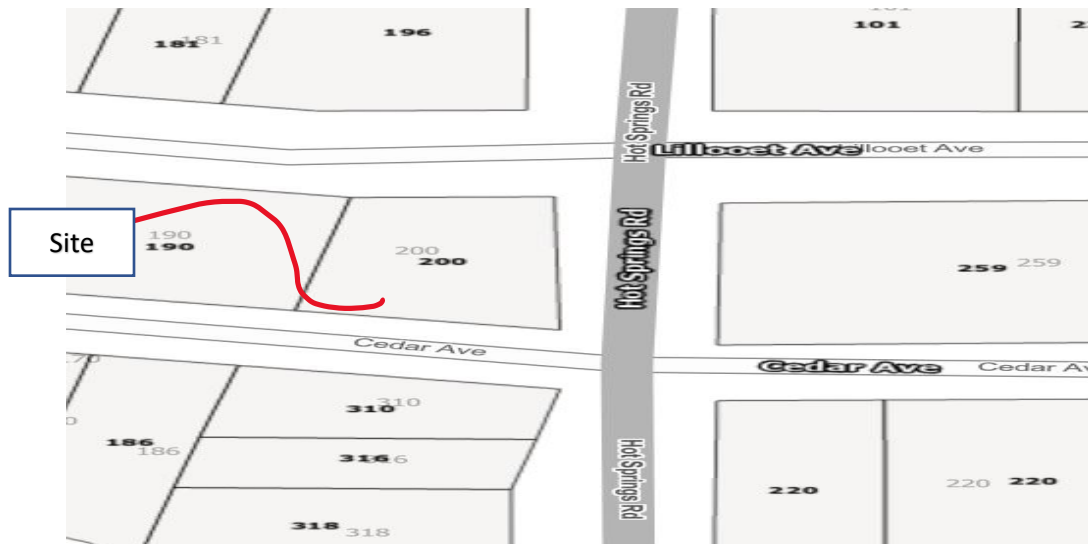
This site is approximately 0.148 Ha (0.365 Ac, 1480 M², or 15,930 ft²) in size, is currently developed and is accessible from Hot Springs Road, Lillooet Avenue and Cedar Road.



To the north, south, east and west the area is zoned C-1. The area is surrounded by other commercial uses and across Cedar Avenue is a residential apartment dwelling.

Current and Proposed Land Use

The site is currently developed; however, the applicant is proposing to repurpose this lot into a 14-unit hotel with seven (7) retail commercial units (CRU) at the ground level. The intent is to demolish the current building to grade, remove the propane tanks and the related concrete pads, and remove two (2) gas pumps from the existing six (6) pumps.



Zoning Bylaw and OCP Designation

Based upon a review of the Village's OCP, the site is within the Village Centre Designation and one Development Permit Area, The Lakeshore Development Permit Area, which addresses the form and character of the proposed building or structure. As outlined below the site is zoned C-1, and the proposed uses are permitted.



Development Permit Area (DPA) Guideline Objective

The guidelines for this DPA are contained within section 4.4.4 of the OCP, on page 31.

"Development Permits issued in this area shall be in accordance with the Village of Harrison Hot Springs Design Guidelines, forming **Schedule 1-D** of this plan. The design principles include:

- a. Architecture responsive to the medium density mixed-use context and integrated with neighbouring buildings of various ages.
- b. Site planning (is) based on creating continuous street-oriented edges and intensifying

pedestrian activity within the Lakeshore Special Planning Area.

- c. Protection of view corridors within the Village towards Harrison Lake and the surrounding mountains.
- d. Respect for the natural setting which should continue to dominate along the lakeshore.
- e. Variation on themes to result in a balance between continuity and a healthy diversity, both within a commercial, residential, or mixed-use development and throughout the Village.”

Source: *Harrison Hot Springs Official Community Plan*, 864, 2007

Staff is of the opinion that the attached draft development permit meets the requirements of the guidelines.

Referral Agencies

Upon a review of the application, staff are of the opinion that this application should be referred to the Ministry of Transportation and Infrastructure.

Notice on Title

There is a no covenant registered against the Lot that addresses any potential flooding issues. This must be rectified before the redevelopment of the site takes place.

On-Site Parking

The following onsite number of parking stalls have been provided and the overall number provided meets the requirements of the Zoning Bylaw, as outlined below.

Category	Requirement	Proposing	Amount provided and required
Hotel	One per unit	14 units	14
Convenience store	.25 spaces per 100M ² GFA	213 M ²	(0.5) - rounded up to one (1)
Commercial Retail Unit (CRU)	One space per 28M ² of GFA	168M ²	6
Gas pumps	One space per every two pumps	4	2
			23
Bike parking spaces	Twenty percent (20%) of parking requirement		(4.6) - rounded up to five (5)

Issues of concern

None at this time.

DISCUSSION

The Village can ask for either a Sun/Shade Study or a View Preservation Study, or both. However, staff is not recommending that either be completed, as the proposed building will be the same height as the adjacent building. The proposed building height is 13.9 M.

FINANCIAL CONSIDERATIONS

There are no Village budgetary financial considerations associated with this report.

POLICY CONSIDERATIONS

2023 Strategic Plan Priorities – not applicable

OCP – Village Centre Designation and the Village Design Guidelines.

Zoning Bylaw – C-1 zone regulations and other applicable regulations.

Respectfully submitted:

Reviewed by:



Ken Cossey, MCIP, RPP
Planning Consultant



Tyson Koch
Chief Administrative Officer

Attachments (4):

1. DP 1.3, site plan
2. Landscape Plan – L1
3. 3D massing and perspective view – DP6.1 to 6.4
4. Draft DP 3060-20-DP02/22

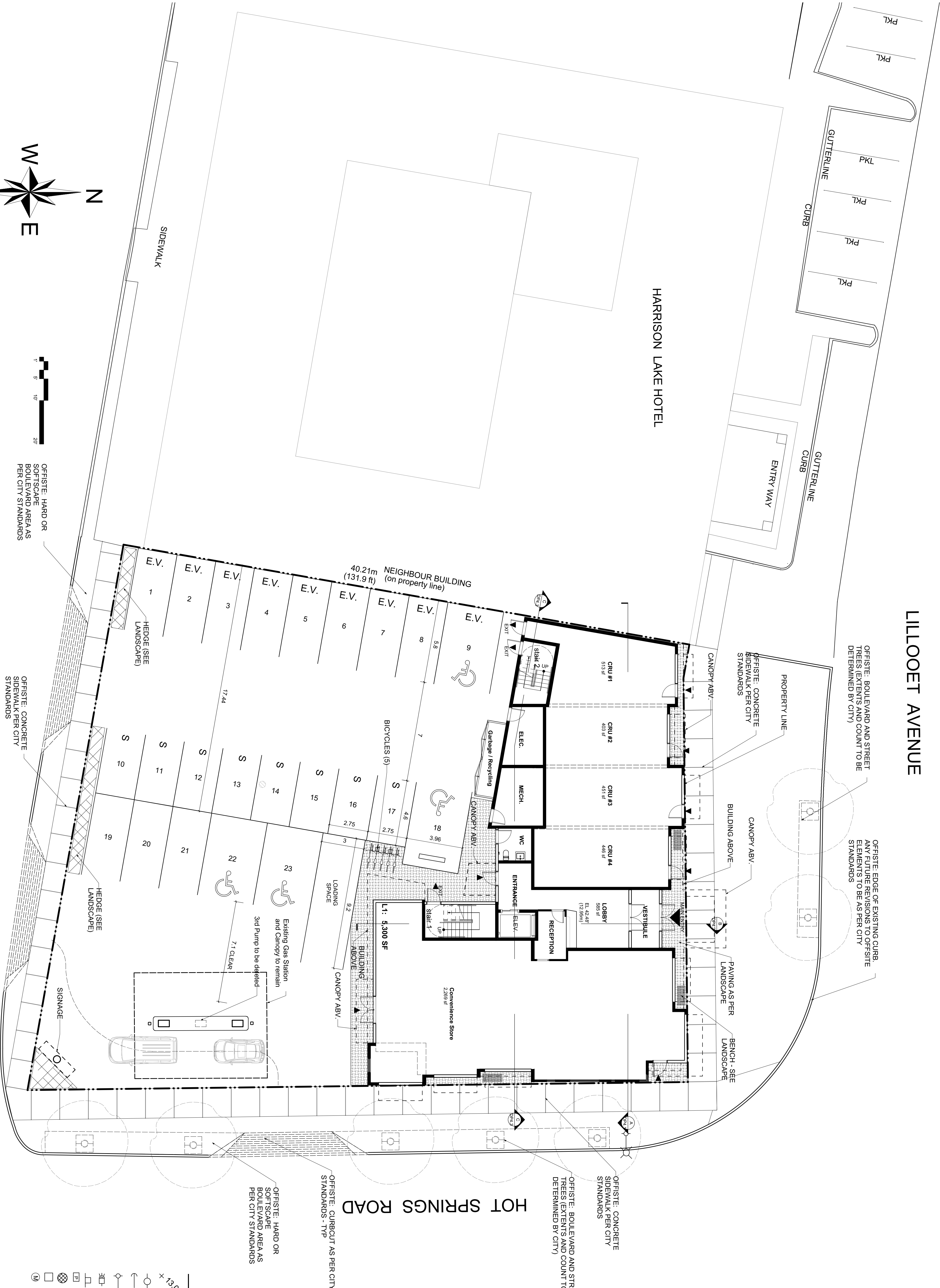
NOTES	
revisions	date
	Apr. 29th, 2022
	DP SUBMISSION
	May. 8th, 2023
DP SUBMISSION	DP SUBMISSION
	Nov. 10th, 2023
CONSULTANTS	
PROJECT	

LEGEND:	
	SPOT ELEVATION
	UTILITY POLE
	UTILITY POLE ANCHOR
	STREET LIGHT
	TRAFFIC SIGNAL
	TRAFFIC SIGN
	ELECTRICAL VAULT
	MANHOLE
	CATCH BASIN
	MONITORING WELL

ANDREW CHEUNG
ARCHITECTS INC.

1639 west 2nd avenue
vancouver, b.c.
v6j 1h3
suite 410
tel (604) 685-2088
fax (604) 685-1889

PROJECT	
200 HOT SPRINGS RD. HARRISON HOT SPRINGS, BC	
SITE PLAN	
title	title name
project number	22114
drawn	cd
checked	ac
scale	3/32" = 1'-0"
drawing number	DP 1.3



OFFSITE: HARD OR
SOFTSCAPE
BOULEVARD AREAS
PER CITY STANDARDS

OFFSITE: CONCRETE
SIDEWALK PER CITY
STANDARDS

OFFSITE: BOULEVARD AND STREET
TREES (EXTENTS AND COUNT TO BE
DETERMINED BY CITY)

OFFSITE: EDGE OF EXISTING CURB.
ANY FUTURE REVISIONS TO OFFSITE
ELEMENTS TO BE AS PER CITY
STANDARDS

OFFSITE: CONCRETE
SIDEWALK PER CITY
STANDARDS

BENCH - SEE
LANDSCAPE

HARRISON LAKE HOTEL

LILLOOET AVENUE

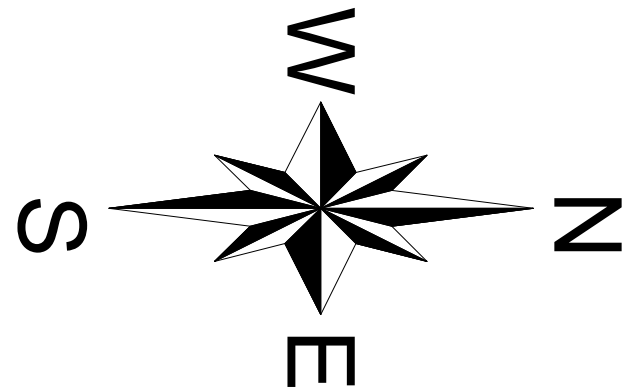
HOT SPRINGS ROAD

OFFSITE: BOULEVARD AND STREET
TREES (EXTENTS AND COUNT TO BE
DETERMINED BY CITY)

OFFSITE: CONCRETE
SIDEWALK PER CITY
STANDARDS

OFFSITE: CURB CUT AS PER CITY
STANDARDS - TYP

OFFSITE: HARD OR
SOFTSCAPE
BOULEVARD AREA AS
PER CITY STANDARDS



LILLOOET AVENUE

HARRISON LAKE HOTEL

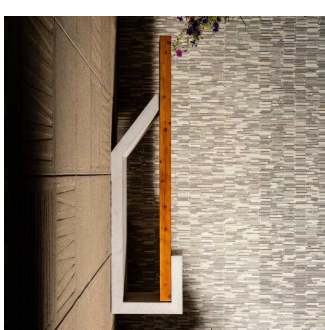
HOT SPRINGS ROAD

Plant List					
ID	Qty	Botanical Name	Common Name	Scheduled Size	Remarks
P1ms	32	<i>Populus tremuloides</i>	Mountain Sentinel™	24" Root Ball B&B	
Stem	52	<i>Stipa tenuifolia</i>	Prairie Sentinel™	24" Root Ball B&B	
			Prairie Grass	#1 Pots	

MATERIALS SCHEDULE

BARKMAN CONCRETE
BROADWAY 100mm PAVEMENT
600mm x 300mm x 100mm - ASH
PATTERN - RUNNER COURSE
QTY - 930.5 sq.ft

one4two BARKMAN BENCH
CONCRETE & WOOD
83.5" x 17.75" x 18"
QTY - 3



ONE4TWO BARKMAN BENCH



LEGEND:

- SPOT ELEVATION
- UTILITY POLE
- UTILITY POLE ANCHOR
- STREET LIGHT
- TRAFFIC SIGNAL
- TRAFFIC SIGN
- ELECTRICAL VAULT
- MANHOLE
- CATCH BASIN
- MONITORING WELL



GREENROOMGARDEN

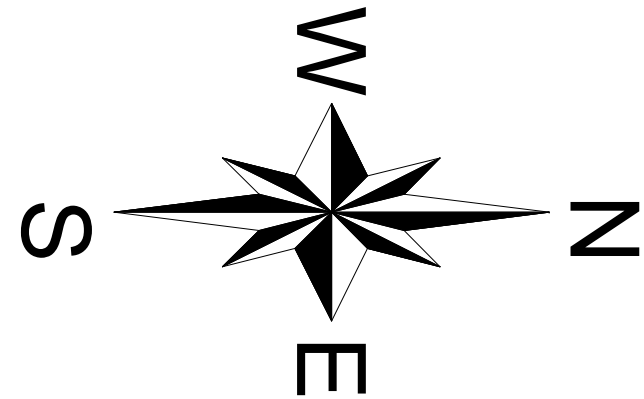
200 Hotsprings Rd
Harrison

Landscape plan

LANDSCAPE PLAN

Scale: 1:125

CEDAR AVENUE



Project Manager	Project ID
Drawn By	Scale
Reviewed By	Sheet No.
Date	2022-07-29
Client Name	200 Hotsprings Rd - Landscape

200 Hotsprings Rd - Landscape 02.wvx



1 VIEW FROM THE CORNER OF HOT SPRINGS ROAD AND LILLOOET AVE.
N.T.S



1 VIEW FROM NORTHWEST ON LILLOOET AVE.
N.T.S

date	revisions
Apr. 29th, 2022	DP SUBMISSION
May/ 8th, 2023	DP SUBMISSION
Nov. 10th, 2023	DP SUBMISSION

consultants

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fax (604) 685-1389

project			
200 HOT SPRINGS RD. HARRISON HOT SPRINGS, BC			
title			
3D MASSING & PERSPECTIVE VIEWS			
project number		file name	
22114			
drawn	checked	scale	
cd	ac	N.T.S	
drawing number			
DP 6.1			



2 VIEW FROM EAST (HOT SPRINGS ROAD)
N.T.S



2 VIEW FROM NORTH (LILLOOET AVE.)
N.T.S

date	revisions
Apr. 29th, 2022	DP SUBMISSION
May. 8th, 2023	DP SUBMISSION
Nov. 10th, 2023	DP SUBMISSION

consultants

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project 200 HOT SPRINGS RD. HARRISON HOT SPRINGS, BC			
title 3D MASSING & PERSPECTIVE VIEWS - 2			
project number 22114	file name		
drawn dp	checked ac	scale N.T.S	drawing number DP 6.2

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1 OVERHEAD VIEW FROM NORTH EAST
N.T.S



1 OVERHEAD VIEW FROM SOUTH WEST
N.T.S

date	revisions
Apr. 29th, 2022	DP SUBMISSION
May. 8th, 2023	DP SUBMISSION
Nov. 10th, 2023	DP SUBMISSION

consultants

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tel (604) 685-2088
fax (604) 685-1889

Project				200 HOT SPRINGS RD. HARRISON HOT SPRINGS, BC
Title				3D MASSING & PERSPECTIVE VIEWS
Project number		File name		
22114				
drawn	checked	scale	drawing number	
dp	ac	N.T.S	DP 6.3	

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number must be included in the
title block of every drawing.
The drawing title must be
included in the title block of
every drawing.



1
VIEW FROM SOUTH AND HOT SPRINGS ROAD
N.T.S



1
VIEW FROM SOUTH AND HOT SPRINGS ROAD
N.T.S

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fax (604) 685-1389

project			
200 HOT SPRINGS RD. HARRISON HOT SPRINGS, BC			
title			
3D MASSING & PERSPECTIVE VIEWS			
project number		file name	
22114			
drawn	checked	scale	
ap	ap	N.T.S	
drawing number			
DP			
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DP 6.4			

Village of Harrison Hot Springs

DEVELOPMENT PERMIT NO. DP02/22

ISSUED this ____ day of _____, 2024

FILE No: 3060-20-DP02/22 (revised)

FOLIO Numbers: 5240-16380

TO: Razin Enterprises Limited

(the “Permittee”)

ADDRESS: 268 Montroyal Boulevard
North Vancouver, BC
V7N 4E5

1. This Development Permit is issued subject to compliance with all of the bylaws of the Village of Harrison Hot Springs applicable thereto. This Development Permit must not be used to supplement any bylaw or vary the requirements of the Village of Harrison Hot Springs Zoning requirements.

2. This Development Permit applies to and only to those parcels of land(s) within the Village of Harrison Hot Springs legally described below:

Parcel Identifier: 008-584-087

Legally Described as: Lot 7, Blk 1 Sec 13 Township 4, Range 29 West of the 6th Meridian,
New Westminster District Plan 251

and any and all buildings, structures, and other development thereon.

(the “Lands”)

3. **This Development Permit is issued only to allow:**

for the development of a hotel and retail commercial units at grade

4. The development must be carried out according to the following time schedule, if applicable: **N/A**

5. As a condition of the issuance of this Development Permit, the Council holds security set out below to ensure that development is carried out in accordance with the terms and conditions of this Development Permit. Should any interest be earned upon the security, it must accrue to the Permittee and be paid to the Permittee, if the security is returned. The condition of the posting of the security is that should the Permittee fail to carry out the work hereby authorized according to the terms and conditions of the Development Permit within the time provided, the Village may use the security to carry out the work by its servants, agents or contractors, and any surplus must be paid over to the Permittee; or should the Permittee carry out the work Permitted by this Development Permit within the set time set out below, the security must be returned to the Permittee.

- (a) an Irrevocable Letter of Credit in the amount of: \$1,093,750.00
- (b) none required ☐

6. THE FOLLOWING CONDITIONS APPLY TO THE DEVELOPMENT OF THE LANDS OR APPLY TO THE USE OF THE LANDS:
- i) The building materials must follow the Material Finish Legend as outlined on sheets DP 3.1 to DP 3.4 of Andrew Cheung Architects Incorporated drawings dated April 29, 2022. If there is any deviation from the use of these materials, the Village's prior approval for any deviation is required.
 - ii) The colours of the materials must be in accordance with sheets DP 6.1 to DP 6.4 of Andrew Cheung Architects Incorporated drawings dated April 29, 2022. If there is any deviation from the use of these colours, the Village's prior approval for any deviation is required.
 - iii) The site plan layout as identified on sheet DP 1.3 of Andrew Cheung Architects Incorporated drawing dated April 29, 2022, must be followed. If there is any deviation from this plan the Village's prior approval of any deviation is required.
 - iv) The Landscape Plan outlined on Sheet L 1, as prepared by Greenroom Garden design, dated July 29, 2022, must be followed. If there is any deviation from this plan the Village's prior approval of any deviation is required.
 - v) A Works and Services Agreement must be entered into with the Village of Harrison Hot Springs to address any works and services that will take place off site, as a result of this Development Permit. This includes but is not limited to; Sewer upgrades, Water upgrades, Road construction, and Storm Water issues.
 - vi) A Works and Services Agreement must be entered into to address the construction of the sidewalks, as identified on sheet DP 1.3 of Andrew Cheung Architects Incorporated drawing dated April 29, 2022.
7. The Permittee agrees that the Lands must be developed and used strictly in accordance with this Development Permit, including any attached plans, maps, and specifications.
8. The following plans, maps or specifications are attached to and form a part of this Development Permit:
- i) Sheet DP1.3, and sheets DP 6.1 to 6.4 of Andrew Cheung Architects Incorporated drawings dated April 29, 2022.
 - ii) Sheet L1, as prepared by Greenroom Garden design, dated July 29, 2022.
9. **This Development Permit is NOT a Building Development Permit, a subdivision approval nor a soil deposit or removal permit.**
10. This Development Permit must lapse on the _____ day of _____, 2026 unless the development is substantially started.

RESOLUTION PASSED BY COUNCIL, THIS _____ day of _____, 2024

I HEREBY CERTIFY that I have read the terms and conditions of the Development Permit contained herein. I understand and agree that the Village of Harrison Hot Springs has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the owner of the parcel of land or me other than those contained in this Permit.

Yan Luo
(signature)

Print Name

Corporate Officer

Regular Council

File No: 0870-20-08-03

Date: February 5, 2024

To: Mayor and Council
From: Tyson Koch, Chief Administrative Officer
Subject: Potential Acquisition of Land – 905 Hot Springs Road (HSR)

RECOMMENDATIONS

THAT the offer to donate a portion of the lot located at 905 Hot Springs Road to the Village as part of the proposed subdivision application be respectfully declined; and

THAT staff be authorized to advise the developer in writing of same.

SUMMARY

To seek direction from Council regarding an offer from the developer of 905 Hot Springs Road to donate land to the Village as part of the proposed subdivision.

BACKGROUND

The Village has received an application to subdivide the lot located at 905 Hot Springs Road. The developer proposes to subdivide the existing parcel of land into 4 developable lots and donate the 5th lot which borders Miami Creek, to the Village. The area outlined in red on the attached map is the proposed area to be conveyed to the Village.

DISCUSSION

The proposed lot is 3,511 square meters (approximately 37,792 square feet) and borders Miami Creek and as such, is subject to the province's Riparian Area Protection Regulation (RAPR). The entirety of the lot is located within the 30-meter Streamside Protection and Enhancement Area (SPEA) setback. Ownership of the proposed lot will shift the responsibility of maintenance and liability to the Village. Due to the environmentally sensitive nature of the area, it is unlikely that the lot will ever be developed.

The Village has a Statutory Right-of-Way (ROW) that encompasses the existing sanitary sewer pipes (gravity and forcemain) running through the lot and the pump station at the west end. Staff will be seeking an expansion of the Right-of-Way from ten feet to twenty feet as part of the subdivision application approval process.

Staff recommends declining the donation offer and suggests that the area be included as part of the subdivision. Staff is also recommending that the area be protected by a covenant and fencing.

FINANCIAL CONSIDERATIONS

If the Village were to acquire this lot, the Village would be responsible for any costs associated with maintenance, upkeep, and liability.

POLICY CONSIDERATIONS

Environmental Protection – To restore and protect the environment for future generations.

Reviewed by:



Tyson Koch
Chief Administrative Officer

Financial Considerations Reviewed by:



Scott Schultz
Chief Financial Officer, Deputy CAO

Attachment: Map of Proposed Subdivision at 905 Hot Springs Road



Regular Council

File No: 4200-01
Date: February 5, 2024

To: Mayor and Council
From: Christy Ovens, Community Services Manager
Subject: Committee Member Appointment Recommendations

RECOMMENDATIONS

THAT the following applicants be appointed to the Communities in Bloom Committee:
Teresa Omelus and Susan Galvao; and

THAT the following applicants be appointed to the Age-Friendly Committee:
Peggy Arndt, Alison Douglas, and Laura Lanfranchi; and

THAT the following applicants be appointed to the Environmental Advisory Committee:
Mark Schweinbenz, Cheri Norris, Susan Galvao, and Gary Webster.

BACKGROUND

At the August 8, 2023 Regular Council Meeting, the following motion was passed:

THAT Staff be authorized to post a call for Committee Members for the Communities in Bloom, Age-Friendly and Environmental Advisory Committees; to work with Council representatives on notifying successful applications and to schedule initial Committee meetings.

RC-2023-08-10

DISCUSSION

Applications were accepted for an extended period of time beginning in August 2023 to allow members of the public the opportunity to submit their application forms. The names listed in the 'Recommendations' are all the members of the public who submitted applications.

There have been no applications to date for the Accessibility Committee, however, since this is a mandatory committee, meetings will take place with staff members and the appointed Council liaison in the interim. Staff will continue efforts to recruit community members who fit the qualifications.

Draft Terms of Reference have been established at the staff level and will be reviewed by the respective Committee's at their first meetings.

FINANCIAL CONSIDERATIONS

There are no financial considerations associated with this report.

POLICY CONSIDERATIONS

2023 Strategic Plan Priorities

Healthy Livable Community – To promote and enhance a healthy lifestyle for all ages.

Environmental Protection – To restore and protect the environment for future generations.

Respectfully submitted:



Christy Owens
Community Services Manager

Reviewed by:



Tyson Koch
Chief Administrative Officer

Regular Council

File No: 1820
Date: February 5, 2024

To: Mayor and Council
From: Scott Schultz, Chief Financial Officer
Subject: Sewer Regulation and Fee Bylaw Amendment

RECOMMENDATION

THAT the following motion passed at the December 4, 2023 Regular Council Meeting be rescinded:

THAT the Sewer Regulation Amendment Bylaw No. 1197, 2023 be given first reading and that the matter be referred to a budget meeting or Committee of the Whole meeting for further discussion; and

THAT Sewer Regulation Amendment Bylaw No. 1197, 2023 be reconsidered amended and given first, second and third readings.

SUMMARY

To amend the Sewer Regulation and Fee Bylaw 980, 2011 to set the Sewer Utility Fees for the 2024 and 2025 years.

BACKGROUND

The Village's Waste Water Utility is operated on a cost recovery basis. There are two main components to the way the Sewer Utility Fees are charged:

1. Sanitary Sewer Service Utility Fee. This is a fee per metre based on the actual length of the property that abuts the sewer collection main.
2. Sanitary Sewer Service User Fee. This is a fee for the actual use of the sewer service.

The Sewer Regulation and Fee Bylaw 980, 2011 was last amended in 2019 where the Sewer Utility Fees were set for the 2019 – 2023 years, with increases in the Sewer Service User Fees of two percent (2%) each year. There were no annual increases to the Sewer Service Utility Fee.

DISCUSSION

In December 2023, staff brought a report to council to set the Sanitary Sewer Fees for the 2024 – 2028 years. The proposed fee increase at that time was two percent (2%) each year for five years. Council resolved to refer the matter to a future Committee of the Whole or budget meeting to be discussed further.

In consultation with Mayor Wood, it is thought that the best path forward is to set the Sanitary Sewer Fees for only the 2024 – 2025 years at this time, and then revisit the bylaw more thoroughly in 2025. Concurrently, per council's direction, staff is working on a new Waste Water Master Plan which should be complete in late 2024 / early 2025. With this information, council will be more informed to set the rates for future years to ensure the appropriate reserves are being built to fund future infrastructure needs.

Accordingly, the recommendation is to set the 2024 – 2025 Sewer Service User Fee rates to increase at four percent (4%) per year. There is no recommended increase to the Sewer Service Utility Fee at this time.

With this amendment, the average residential property will see an approximate increase of \$10.72 per year for the Sewer Fees.

FINANCIAL CONSIDERATIONS

There are no material financial changes associated with this amendment.

POLICY CONSIDERATIONS

There are no policy considerations related to this amendment.

Respectfully submitted:



Scott Schultz
Chief Financial Officer, Deputy CAO

Reviewed by:



Tyson Koch
Chief Administrative Officer

Attachment: Sewer Regulation and Fee Amendment Bylaw No. 1197, 2023

**VILLAGE OF HARRISON HOT SPRINGS
BYLAW NO. 1197**

A bylaw to amend the Sewer Regulation and Fee Bylaw No. 980

WHEREAS the Village of Harrison Hot Springs has deemed it advisable to amend Sewer Regulation and Fee Bylaw No. 980, 2011;

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

1. CITATION

This Bylaw may be cited for all purposes as the "Village of Harrison Hot Springs Sewer Regulation and Fee Amendment Bylaw No. 1197, 2023".

2. "Sewer Regulation and Fee Bylaw No. 980, 2011" is hereby further amended by deleting "Schedule A" in its entirety, as attached thereto, and by inserting a new "Schedule "A" – Annual Fees and Charges" as attached hereto and forming part of this Bylaw.

3. The Sewer Regulation and Fee Bylaw No. 1197, 2023 Schedule "A" – Annual Fees and Charges will be effective as specified in the schedule.

READINGS AND ADOPTION

READ A FIRST TIME THIS 4th DAY OF DECEMBER, 2023

RESCINDED FIRST READING THIS DAY OF , 2024

RECONSIDERED AMENDED AND READ A FIRST TIME THIS DAY OF , 2024

READ A SECOND TIME THIS DAY OF , 2024

READ A THIRD TIME THIS DAY OF , 2024

ADOPTED THIS DAY OF , 2024

Mayor

Corporate Officer

SCHEDULE "A"
Bylaw No. 1197, 2023
Annual Fees and Charges

Pursuant to Section 194 of the Community Charter the following annual fees and charges (January 1 – December 31) are imposed in accordance with the terms and conditions approved by Council:

1. Sanitary Sewer Service Connection and Disconnection Fees

Connection	
Single Family	\$ 2,000.00* plus tax
Duplex (each unit)	\$ 2,000.00* plus tax
Multi-Family & Commercial	\$ 2,000.00* plus tax
Reconnection	\$ 2,000.00* plus tax
Disconnection	
Disconnection	Actual cost plus tax

**Costs will be based on a minimum fee of \$2,000.00 plus tax at time of application. Any actual cost of the sanitary sewer connection over and above the \$2,000.00 fee will be invoiced accordingly.*

2. Sanitary Sewer Service Utility Fee

All properties identified by folio numbers that are or can be connected to the sanitary sewer system will pay the following fee based on the **actual length of the property** that abuts the sewer collection main.

Rate	Minimum	Maximum
\$ 9.28/metre	18 metres	30 metres

3. Sanitary Sewer Service User Fee

All properties connected to the sanitary sewer system will pay the user fees, in the amounts set out in the table below, effective January 1 of the year stated:

Residential	2024	2025
Residential Unit (per unit)	\$278.62	\$289.76
Secondary Suite (per suite)	\$139.31	\$144.88

Commercial / Community	2024	2025
Barbershop, Beauty Salon	\$657.54	\$683.84
Campground (per campsite)	\$110.83	\$115.27
• Sani-dumps	\$110.83	\$115.27
• Washrooms fixtures	\$74.30	\$77.27
Church	\$260.04	\$270.44
Coin Laundry (per machine)	\$69.84	\$72.63
Hotel/Motel (per room)	\$159.74	\$166.13
Laundry	\$9,972.05	\$10,370.93
Liquor Primary (per person)	\$19.81	\$20.60
Office	\$260.04	\$270.44
Repair Shop	\$260.04	\$270.44
Restaurant/Café	\$495.32	\$515.13
• First 400 ft ² (37.16 m ²) of floor space		
• For each additional 100 ft ² (9.3m ²) or portion thereof of floor space	\$123.83	\$128.79
Retail Establishment	\$260.04	\$270.44
School (per classroom)	\$319.48	\$332.26
Service Station	\$521.32	\$542.17
Storage/Maintenance Shop	\$185.74	\$193.17

All properties connected to the sanitary sewer system will pay the user fees, in the amounts set out in the table below, effective January 1 of the year stated:

4. Pool/Hot Tub/Spa User Fee

Pools/Spas	2024	2025
*Class 1 Pool Commercial/Recreational	\$4,075.25 and/or metered discharge	\$4,238.26 and/or metered discharge
Metered Discharge Rate/m³	\$1.24	\$1.29
*Class 2 Pool Commercial/ Recreational/ Multi-Unit Residential	\$1,857.45	\$1,931.75
*Class 3 Spa	\$1,635.48	\$1,700.90
*Class 4 Hot Tub – Commercial/ Recreational/ Multi-Unit Residential	\$928.73	\$965.88

**Class 1 - Spa Pool or Public Pool that discharges on a regular basis*

**Class 2 - Pool intended for shared use by more than one person; ie pool located at a campground, multi-unit building, motel/hotel, apartment building, townhouse complex that does not discharge on a regular basis and is not metered*

**Class 3 - Spa*

**Class 4 - Hot Tub intended for shared use by more than one unit; ie located at a campground, multi-unit building, motel/hotel, apartment building, townhouse complex that does not discharge on a regular basis and is not metered*

5. Waste Discharge

Waste Discharge Permit Application	\$ 350.00
Waste Discharge Fee per cubic metre	\$ 1.25/m ³

6. Billing Cycle and Penalties

Commercial Fees are billed quarterly, Residential Fees are billed annually.

A 10% penalty will be applied to any unpaid balance on the fees and charges outstanding by the due date.

Any fees and charges remaining unpaid by the end of the calendar year shall be deemed to be taxes in arrears.

Regular Council

File No: 1820
Date: February 5, 2024

To: Mayor and Council
From: Scott Schultz, Chief Financial Officer
Subject: Water Regulation and Fee Bylaw Amendment

RECOMMENDATION

THAT the following motion passed at the December 4, 2023 Regular Council Meeting be rescinded:

THAT Water Regulation Amendment Bylaw No. 1198, 2023 be given first reading and be referred to a budget meeting or Committee of the Whole meeting for further discussion; and

THAT Water Regulation Amendment Bylaw No. 1198, 2023 be reconsidered amended and given first, second and third readings.

SUMMARY

To amend the Water Regulation and Fee Bylaw 967, 2011 to set the Water Utility Fees effective January 1, 2024.

BACKGROUND

The Village's Water Utility is operated on a cost recovery basis. There are two main components to the way the Water Service Fees are charged:

1. Water Service Utility Fee. This is a fee per metre based on the actual length of the property that abuts the water distribution main.
2. Water Service User Fee. This is a fee for the actual use of the water service.

The Water Regulation and Fee Bylaw 967, 2011 was last amended in 2016 and there have been no increases to Water Service fees since that time.

DISCUSSION

In December 2023, staff brought a report to council to set the Water Service Fees effective January 1, 2024. The proposed fee increase at that time was a three percent (3%) one-time increase. Council resolved to refer the matter to a future Committee of the Whole or budget meeting to be discussed further.

In consultation with Mayor Wood, it is thought that the best path forward is to set the Water Service Fees for only the 2024 – 2025 years at this time, and then revisit the bylaw more thoroughly in 2025. Concurrently, per council's direction, staff is working on a new Water Master Plan which should be complete in late 2024 / early 2025. With this information, council will be more informed to set the rates for future years to ensure the appropriate reserves are being built to fund future infrastructure needs.

Accordingly, the recommendation is to set the 2024 – 2025 Water Service User Fee rates to increase at four percent (4%) per year. There is no recommended increase to the Water Service Utility Fee at this time.

With this amendment, the average residential property will see an approximate increase of \$11.20 per year for the Water Fees.

FINANCIAL CONSIDERATIONS

There are no material financial changes associated with this amendment.

POLICY CONSIDERATIONS

There are no policy considerations related to this amendment.

Respectfully submitted:



Scott Schultz
Chief Financial Officer, Deputy CAO

Reviewed by:



Tyson Koch
Chief Administrative Officer

Attachment: Water Regulation and Fee Amendment Bylaw No. 1198, 2023



VILLAGE OF HARRISON HOT SPRINGS BYLAW NO. 1198

A bylaw to amend the Water Regulation and Fee Bylaw No. 967

WHEREAS the Village of Harrison Hot Springs has deemed it advisable to amend Water Regulation and Fee Bylaw No. 967, 2011;

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

1. CITATION

This Bylaw may be cited for all purposes as the "Village of Harrison Hot Springs Water Regulation and Fee Amendment Bylaw No. 1198, 2023".

2. "Water Regulation and Fee Bylaw No. 967, 2011", is hereby further amended by deleting "Schedule A" in its entirety, as attached thereto, and inserting a new "Schedule "A" – Annual Fees and Charges" as attached hereto and forming part of this Bylaw.

3. The Water Regulation and Fee Bylaw No. 1198, 2023 Schedule "A" – Annual Fees and Charges will be effective on January 1, 2024 or as otherwise specified in the schedule.

READINGS AND ADOPTION

READ A FIRST TIME THIS 4th DAY OF DECEMBER, 2023

RESCINDED FIRST READING THIS DAY OF , 2024

RECONSIDERED AMENDED AND READ A FIRST TIME THIS DAY OF , 2024

READ A SECOND TIME THIS DAY OF , 2024

READ A THIRD TIME THIS DAY OF , 2024

ADOPTED THIS DAY OF , 2024

Mayor

Corporate Officer

WATER REGULATION AND FEE AMENDMENT BYLAW NO. 1198

SCHEDULE "A"

Annual Fees and Charges – Effective January 1, 2024

Pursuant to *Section 194 of the Community Charter* the following annual fees and charges (January 1 – December 31) are imposed in accordance with the terms and conditions approved by Council:

Water Service Utility Fee

All properties identified by folio numbers that are or can be connected to the water system will pay the following fee based on the actual length of the property that abuts the water distribution main.

Rate	Minimum	Maximum
\$ 11.14/metre	18 metres	30 metres

Water Service User Fee

Residential (Annual)	2024	2025
Single Family	\$ 291.20	\$ 302.85
Duplex (per unit)	\$ 291.20	\$ 302.85
Secondary Suite	\$ 145.60	\$ 151.42
Swimming Pool	\$ 291.20	\$ 302.85

Bulk Water Meters

Where a bulk water meter is utilized in lieu of individual meters for a commercial, multiple dwelling or a multiple unit property, a minimum annual charge will be levied on each unit.

	2024-Minimum Quarterly Rate	2024-Metered Rate (1m ³)	2024-Minimum Annual Rate
	0- 75 m ³ per unit	> 75 m ³ per unit	Per Unit
Commercial	\$ 72.80	\$ 1.04	\$ 291.20
Multi-unit Residential	\$ 72.80	\$ 1.04	\$ 291.20
Multi-unit Commercial	\$ 72.80	\$ 1.04	\$ 291.20
Multi-unit Mixed Use	\$ 72.80	\$ 1.04	\$ 291.20
	0 - 18.75 m ³ per unit	> 18.75 m ³ per unit	Per Unit
Campground/Holiday Park/RV Resort	\$ 18.20	\$ 1.04	\$ 72.80

Bulk Water Meters (Cont'd)

	2025-Minimum Quarterly Rate	2025-Metered Rate (1m³)	2025-Minimum Annual Rate
	0- 75 m ³ per unit	> 75 m ³ per unit	Per Unit
Commercial	\$ 75.71	\$ 1.08	\$ 302.85
Multi-unit Residential	\$ 75.71	\$ 1.08	\$ 302.85
Multi-unit Commercial	\$ 75.71	\$ 1.08	\$ 302.85
Multi-unit Mixed Use	\$ 75.71	\$ 1.08	\$ 302.85
	0 - 18.75 m ³ per unit	> 18.75 m ³ per unit	Per Unit
Campground/Holiday Park/RV Resort	\$ 18.93	\$ 1.08	\$ 75.71

Water Service Connection, Disconnection, Test Fees

Connection	
Single Family	\$ 2,000.00* plus tax
Duplex (each unit)	\$ 2,000.00* plus tax
Multi-Family & Commercial	\$ 2,000.00* plus tax
Disconnection	
Disconnection	\$ 150.00 plus tax
Inspection	\$ 50.00 plus tax
Water Turn on/off	\$ 150.00 plus tax
Meter Test	
Residential	\$ At actual cost
Commercial	\$ At actual cost

* Costs will be based on a minimum fee of \$2,000.00 plus tax at time of application. Any actual cost of the water connection over and above the \$2,000.00 fee will be invoiced accordingly.

Commercial Fees are billed quarterly, Residential Fees are billed annually.

A 10% penalty will be applied to any unpaid balance on the fees and charges outstanding by the due date.

Any fees and charges remaining unpaid by the end of the calendar year shall be deemed to be taxes in arrears.