



AGENDA

Special Meeting of the Council of the Village of Chase held via Electronic Participation
on Tuesday, June 2, 2020 at 4:00 p.m.

Zoom Meeting Credentials:

<https://us02web.zoom.us/j/87834683871>

Meeting ID: **878 3468 3871**

Dial in on your phone (no video):

+1 778 907 2071 Canada

1. CALL TO ORDER

2. ADOPTION OF AGENDA

Resolution:

“THAT the June 2, 2020 Village of Chase Special Council meeting agenda be adopted as presented.”

3. ADOPTION OF MINUTES

None

4. PUBLIC HEARINGS

None

5. PUBLIC INPUT ON CURRENT AGENDA ITEMS

This opportunity is for members of the gallery to provide input on items on this Agenda.

6. DELEGATIONS

None

7. REPORTS

None

8. UNFINISHED BUSINESS

8.1 Graduation Class – 2020 Banners

9. NEW BUSINESS

9.1 Business Recovery – Use of Public Spaces
Memorandum from the Corporate Officer

Pages 1-2

Council direction is requested.

- 9.2 Disposition of Village Property
Memorandum from the Corporate Officer

Pages 3-23

Recommendation:

“THAT the Village accept \$18,000 from the Ministry of Transportation and Infrastructure as payment for purchasing 0.7149 hectares of land and timber from Lot 2 KAP67405; AND,

THAT the Village of Chase enter into a Licence of Occupation for Construction Access with the Ministry of Transportation and Infrastructure.”

- 9.3 Downtown Washrooms
Letter from Shelley Van Dusen and Lesley

Pages 24-25

Council direction is requested.

10. NOTICE OF MOTION

11. RELEASE OF IN CAMERA ITEMS

Resolution:

“THAT Council recess to an In Camera meeting pursuant to Section 90 (2) (b) negotiations between the municipality and a provincial government or the federal government or both.”

12. IN CAMERA

13. ADJOURNMENT

Resolution:

“THAT the June 2, 2020 Village of Chase Special Council meeting be adjourned.”



VILLAGE OF CHASE

Memorandum

Date: June 4, 2020
To: Mayor and Council
From: Corporate Officer
RE: Business Recovery – Use of Public Spaces

As BC's Restart plan moves through phase 2 into phase 3, many businesses are operating again, or actively preparing to operate. The Village has an opportunity to support these businesses by reallocating the use of public spaces such as sidewalks and parking.

The Village's Bylaw Enforcement Officer (BEO) recently engaged with local downtown business owners and informally discussed with them their level of interest in being able to set up displays or tables, etc. in their storefront area. The consensus was completely positive. Even businesses that indicated they already had sufficient outside area on their business property to operate would totally support neighbouring businesses the opportunity to expand into the public realm.

Locally, Kamloops, Vernon and Merritt Councils has allowed outdoor patios and retail sales areas in order to help businesses come back from the COVID-19 pandemic.

The other idea floated was for closing off some of Shuswap Avenue to vehicle traffic to allow businesses additional flexibility to operate. This was also positively received and understood to encourage more foot traffic and create a street market atmosphere, and also to allow for physical distancing for local shoppers and tourists alike. One business commended our elected leaders for this initiative and for doing something positive to help businesses.

Cities and towns worldwide are closing downtown core streets to through-traffic both to create sufficient "physical distance" space for people to queue for stores and restaurants, walk or bicycle and also to allow businesses to spill out onto sidewalks to compensate for customer 'densities' which are as low as 50% for restaurants. Creating safe spaces in the streets is easily achieved by closing them down to motorists (with exceptions to emergency vehicles and where necessary for commercial deliveries). In addition to street closures, newly designated "slow street" or shared street designations that allow local traffic at low speeds are gaining momentum. These allow for people to walk and recreate in the road but also allow local traffic at low speeds. Some communities are also closing a street lane to motor traffic to create bicyclist/pedestrian travel space while still allowing one lane of traffic. In downtown areas, removal of on-street parking spaces creates more space for pedestrians, bicyclists, and patrons to access businesses safely.

OPTIONS

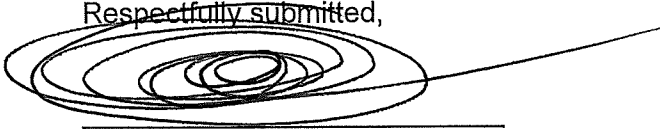
1. Council could consider allowing businesses inclusive of the 600-800 blocks of Shuswap Avenue to the use only sidewalks, configured to allow passage of those mobility challenged
2. Council could also allow, on a permit-basis, usage of parking stalls for restaurants and/or retailers
3. Council could close the 700 block of Shuswap to motorists and encourage a market atmosphere

These options are not mutually exclusive and can be mixed and matched, Administration also recommends an expiry date of the Monday following the Labour Day weekend.

RECOMMENDATION

Council direction is requested.

Respectfully submitted,

A handwritten signature consisting of several overlapping loops, written over a horizontal line.

Approved for Council Consideration by CAO

A handwritten signature in cursive script, reading "Jeni Hunrich", written over a horizontal line.



VILLAGE OF CHASE

Memorandum

Date: June 4, 2020
To: Mayor and Council
From: Corporate Officer
RE: Trans-Canada Highway - MOT Land Acquisition for Road

The Ministry of Transportation and Infrastructure (MOT) is proceeding with the upgrading of the Trans-Canada Highway adjacent and through the Village of Chase (Chase). The MOT is in the process of purchasing the land necessary to complete the road works, which must be completed prior to the project being tendered for construction.

MOT is requesting to purchase a small portion of property to facilitate construction, and another small area to borrow temporarily during construction.

The 'Property'

Lot 2 Section 26 Township 21 Range 13 West of the Sixth Meridian and District Lot 517
Kamloops Division Yale District, Plan KAP67405 Except Plan KAP70538; PID: 024-884-278

This property is located to the northeast of the west entrance to Chase. The property is located on the east side of the highway and extends towards Chase Creek Road. The total property, owned by the Village of Chase, has an area of 53.81 acres.

Proposal for Settlement

The MOT requires a strip of the land along the existing highway having an area of 0.7149 ha (1.77 ac). The land required for highway widening is shown in green on the attached Schedule A.

The specific land to be acquired from the parent parcel has limited utility as it is made up of rock bluffs and is very steep. However, the value of the land to be acquired is based on the per unit value of the total 53.81 acre parcel. The MOT is proposing to pay compensation based on \$8,000 per acre for a total compensation of \$18,000 including the timber rights.

MOT and the Village has previously agreed on land valuation (\$8,000/ac) when the Village sold portions of Lot 2, and a portion of another lot closer to the Village's settlement ponds in 2017.

As such, the MOT will pay \$8,000 per acre for a total of \$18,000 (including \$3,540 in timber rights) for the 0.7149 ha (1.77 ac) it requires from the Chase Lot 2 property.

Disposition of lands requires Public Notice as per the *Community Charter*. The timber rights do not require Public Notice and they have requested approval to remove the timber immediately in the interest of time.

OPTIONS

1. Council could require new appraisals be conducted. It is not likely, however, that the values have changed, and the MOTI is already paying the top value in the range of appraisal values. It is possible that a fresh appraisal amount results in a lower valuation.

RECOMMENDATION

"THAT the Village accept \$18,000 from the Ministry of Transportation and Infrastructure as payment for purchasing 0.7149 hectares of land and timber from Lot 2 KAP67405 subject to completion of Public Notice; AND,

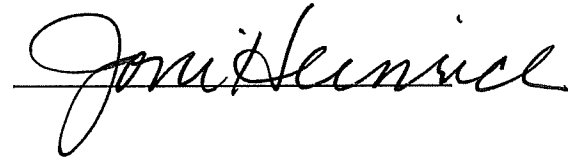
THAT the Village authorize the Ministry of Transportation and Infrastructure to remove timber from the land effective immediately; AND,

THAT the Village of Chase enter into a Licence of Occupation for Construction Access with the Ministry of Transportation and Infrastructure."

Respectfully submitted,



Approved for Council Consideration by CAO



Gateway Land Services Ltd.

1743 North River Drive, Kamloops, BC V2B – 7N4
Telephone: 250-312-2911 Cell: 250-318-6447
E-mail: gatewayland@telus.net

May 25, 2020

Our File. PS741056

Village of Chase
C/O Sean O'Flaherty
PO Box 440, Chase,
British Columbia V0E-1M0

Dear Mr. Sean O'Flaherty, Corporate Officer

**Re: Trans Canada Highway – Chase West to Chase Bridge
Partial Acquisition of Lot 2 DL 517 KDYD Pl. KAP67405 exc... and
License requirement from Lot 1 DL 517 KDYD Pl. KAP56101**

Thank you for your e-mail of May 25, 2020 regarding the above matter.

We enclose the following for your consideration.

1. Licesne of Occupation for Construction Access , 2 copies
2. Agreement of Purchase and sale, 2 copies.

Compensation for the partial acquisition of the land has been based on the following calculation.

Land - \$8,000/ac X 1.77 ac	\$14,160
Timber \$2,000/ac X 1.77 ac	<u>\$ 3,540</u>
Total	\$18,000 (rounded)

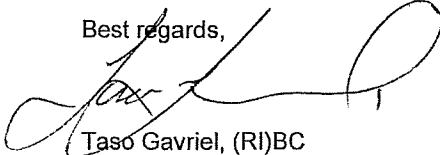
As you are aware the Ministry of Transportation and Infrastructure is planning to commence construction on the Highway No. 1 Chase West to Chase Bridge Project (the Project) in fall of 2020. Early activities such as archeological investigation, clearing and surveying are planed for summer of 2020.

In order to achieve the works, the Ministry requires a partial acquisition from Lot 2 Plan KAP67405 for the Highway widening and a temporary Licesne from Lot 1 plan KAP56101 to facilitate the construction of the retaining wall.

Lot 2 Plan KAP67405 has been selected for early construction activities commencing this summer, pending reaching an agreement for the land requirements with the Village of Chase. As time is of the essence we are respectfully requesting your assistance in meeting this tight time frame.

If the Ministry's proposal is acceptable to the Village of Chase, please have the designated authorities execute the documents, keep one for your records and return the other to our office for processing.

Best regards,

A handwritten signature in black ink, appearing to read 'Taso Gavriel', written over the printed name.

Taso Gavriel, (RI)BC
Gateway Land Services Ltd.



PROJECT NAME: Trans Canada Hwy No. 1 Chase West
to Chase Bridge
PROJECT NUMBER: 23909
PS FILE: 741056
AGENT: Taso Gavriel
TEL. NO.: (250) 312-2911

AGREEMENT OF PURCHASE AND SALE

This Agreement dated for reference May 25, 2020.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as
represented by the minister responsible for the *Transportation Act*

(the "Province")

AND:

VILLAGE OF CHASE

(the "Vendor")

WHEREAS:

- A. The Vendor is the registered owner in fee simple of the Parent Parcel;
- B. The Province requires the Land to be dedicated to the public as a highway under section 107 of the *Land Title Act* and the Vendor has agreed to dedicate the Land for that purpose on the terms and conditions set out herein;
- C. BCTFA will acquire the right and title in and to the soil and freehold of the Land pursuant to section 58(2)(b) of the *Transportation Act*.

For valuable consideration, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 In this Agreement,

"**ALR**" means an agricultural land reserve as defined in the *Agricultural Land Commission Act*;

"**BCTFA**" means the BC Transportation Financing Authority, a corporation continued under the *Transportation Act*;

"Commission" means the Provincial Agricultural Land Commission established pursuant to the *Agricultural Land Commission Act*;

"Completion Date" means the later of the following dates:

- (a) September 30, 2020; and
- (b) 15 days after the completion of the Reference Plan and execution of the Application to Deposit the Reference Plan by all required parties under section 4.01 and, if applicable, the Commission giving its approval to the subdivision of the Land from the Parent Parcel pursuant to the Province's application for such approval under subsection 4.01(c);

provided that if the Land Title Office is closed on the applicable date, the Completion Date will be on the next day that office is open;

"Contaminants" means explosives, radioactive materials, asbestos materials, urea formaldehyde; underground or above ground tanks, pollutants, contaminants, deleterious substances, dangerous goods or substances, hazardous, corrosive or toxic substances, special waste or waste of any kind, or any other substance or material, the storage, manufacture, disposal, handling, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws;

"Environmental Laws" means any and all statutes, laws, regulations, orders, bylaws, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Land, now or hereafter in force relating to the environment, health, occupational health and safety, product liability or transportation of dangerous goods, including all applicable guidelines and standards with respect to the foregoing as adopted by any of those governmental authorities from time to time and the principles of common law and equity;

"Environmental Reports" means all reports, assessments, audits, studies, permits, licences and records prepared or issued concerning the environmental condition of the Land;

"Financial Chargeholder" means the holder of a financial charge registered against title to the Parent Parcel;

"GST" means the tax imposed under Part IX of the *Excise Tax Act* (Canada);

"Land" means that part of the Parent Parcel shown on Schedule A;

"Parent Parcel" means

Parcel Identifier 024-884-278
Lot 2 Section 26 Township 21 Range 13 West of the 6th Meridian and District Lot 517
Kamloops Division Yale District Plan KAP67405
Except Plan KAP70538 and EPP71745

"Purchase Price" means the sum of \$18,000.00;

"Reference Plan" means a reference plan of the Land prepared under section 107 of the *Land Title Act*, in registerable form, to the standards required by the Land Title Office which depicts a configuration of the Land that is acceptable to the Province; and

"Statutory Charges" means the charges set out in paragraph 107(1)(d) of the *Land Title Act*.

ARTICLE 2 - PURCHASE AND SALE

- 2.01 The Vendor agrees to sell and the Province agrees to purchase the Land in fee simple, free and clear of all liens, charges and encumbrances except the Statutory Charges, to be dedicated to the public as a highway under section 107 of the *Land Title Act* for the Purchase Price and on the terms and conditions set out in this Agreement.

ARTICLE 3 - PURCHASE PRICE AND TAXES

- 3.01 The Province will deliver the Purchase Price to the Vendor in accordance with Article 6.
- 3.02 The Province will pay all charges payable upon the dedication of the Land as a highway under section 107 of the *Land Title Act*.
- 3.03 The Province is registered for GST purposes (registration number R107864738) and it will, in accordance with the *Excise Tax Act* (Canada), account to the Receiver General (Canada) for the GST payable, if any, upon the dedication of the Land to the public as a highway under section 107 of the *Land Title Act*.

ARTICLE 4 - SURVEY OF THE LAND

- 4.01 The Province, at its expense, will cause the Reference Plan to be prepared and
- (a) when requested by the Province, the Vendor will sign the Application to Deposit the Reference Plan and will obtain the signature of any Financial Chargeholders to the Application to Deposit the Reference Plan;
 - (b) the Province will deliver the Application to Deposit the Reference Plan to all persons, other than the Vendor and the Financial Chargeholders (if any), who are required to sign the Reference Plan in order to dedicate the Land as a highway under section 107 of the *Land Title Act* for signing by them; and
 - (c) if the Parent Parcel is located within the ALR, the Province will apply to the Commission for its approval to subdivide the Land from the Parent Parcel in accordance with the Reference Plan.

ARTICLE 5 - COMPLETION AND POSSESSION DATE

- 5.01 On the Completion Date, the Land will be dedicated to the public as a highway under section 107 of the *Land Title Act* and vacant possession of the Land will be yielded to the Province free and clear of all liens, charges and encumbrances, except the Statutory Charges.
- 5.02 No adjustments as to taxes and or any other matters normally adjusted between a vendor and purchaser on the sale of real property in British Columbia will be made between the parties.

ARTICLE 6 - CLOSING PROCEDURE

- 6.01 On the Completion Date, the Province's solicitor, or the solicitor's agent, will apply to deposit the Reference Plan in the Land Title Office.
- 6.02 Upon the acceptance for deposit of the Reference Plan in the Land Title Office and the vesting of title to the Land in the Province under section 107 of the *Land Title Act*, subject to section 58(2)(b) of the *Transportation Act*, free and clear of all liens, charges and encumbrances except the Statutory Charges, the Province's solicitor will deliver the Purchase Price to the Vendor.

ARTICLE 7 - WARRANTIES, REPRESENTATIONS AND ACKNOWLEDGEMENTS OF THE VENDOR

- 7.01 The Vendor warrants and represents to the Province, with the knowledge that the Province will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement that, now and on the Completion Date,
- (a) it has a good, safe holding and marketable title to the Parent Parcel, in fee simple, free and clear of all liens, charges and encumbrances, except the Statutory Charges and those other liens, charges and encumbrances the registration of which will be cancelled from the Land after the deposit of the Reference Plan in the Land Title Office;
 - (b) all taxes, rates, levies and assessments in respect of the Parent Parcel will be paid in full by the Vendor;
 - (c) neither the execution of this Agreement nor its performance by the Vendor will result in a breach of any statute, bylaw or agreement affecting the Vendor or the Parent Parcel;
 - (d) there is no claim or litigation pending or threatened against it which would affect the right of the Vendor to dedicate the Land to the public as a highway under section 107 of the *Land Title Act*;
 - (e) it has not entered into any agreement that will affect the Parent Parcel or its use and covenants that it will not do so between the date of this Agreement and the Completion Date, without the prior written consent of the Province; and
 - (f) the Vendor covenants (as a covenant that will survive the Completion Date) that it will not commence or prosecute any action or proceeding against BCTFA or the Province,

or their respective employees, servants, agents, successors and assigns, with respect to any claim for compensation which the Vendor may be able to make under the *Expropriation Act*, the *Transportation Act* or any other legislation of like effect relating to the Land, and does hereby consent to, the dismissal of any such action or proceeding.

- 7.02 In addition to the warranties and representations contained in section 7.01, if the Vendor is a corporation, it further warrants and represents to the Province, with the knowledge that the Province will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement, that now and on the Completion Date,
- (a) it has been incorporated or registered and it exists under the laws of British Columbia or it has been incorporated and it exists under the laws of Canada;
 - (b) it has the corporate power, capacity and authority to enter into this Agreement and to carry out its obligations under this Agreement, all of which have been authorized by the necessary corporate proceedings; and
 - (c) the sale of the Land will not result in the sale of the whole or substantially the whole of the undertaking of the Vendor.
- 7.03 If the Vendor is comprised of more than one person, all covenants and obligations of the Vendor will be deemed to be joint and several covenants and obligations of each of those persons.

ARTICLE 8 - RESIDENCY OF THE VENDOR

- 8.01 The Vendor warrants and represents to the Province that the Vendor is, and will be on the Completion Date, resident of Canada within the meaning of the *Income Tax Act* (Canada) and the Vendor will deliver to the Province, on request, a statutory declaration to that effect.
- 8.02 The Vendor will indemnify the Province against any claim for non-resident income tax for which the Province may be assessed under the *Income Tax Act* (Canada) arising out of the transaction contemplated in this Agreement.

ARTICLE 9 - ENVIRONMENTAL CONDITION OF THE LAND

- 9.01 The Vendor warrants and represents to the Province, with the knowledge that the Province will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement that, now and on the Completion Date,
- (a) its use of the Parent Parcel and, to the best of its knowledge, all previous uses of the Parent Parcel have not resulted in the existence, leakage, discharge or release of any Contaminants on or under the Land or adjacent lands;
 - (b) to the best of its knowledge, there are no Contaminants situated or stored on or under the Land and there are no storage containers for Contaminants located on or under the Land;

- (c) it has delivered all of the Environmental Reports in its possession to the Province, and it is not aware of any other Environmental Reports;
- (d) there is no claim or litigation pending or threatened against it concerning the environmental condition of the Parent Parcel;
- (e) to the best of its knowledge, the Parent Parcel complies with all Environmental Laws and is not subject to any outstanding or threatened notice of defect or non-compliance, work order, pollution abatement order, remediation order or any other order made by any competent governmental authority concerning the environmental condition of the Parent Parcel; and
- (f) to the best of its knowledge, the Land has not been used for an industrial or commercial purpose or activity described in Schedule 2 of the *Contaminated Sites Regulation* or any other purpose or activity prescribed under the *Environmental Management Act*.

9.02 The Province waives, to the extent permitted by law, any requirement for the Vendor to provide to the Province a "site profile" for the transfer of the Land under the *Environmental Management Act* or any regulation under that Act.

ARTICLE 10 - LICENCE TO ENTER

- 10.1. The Vendor grants to the Province, its employees, servants, agents, contractors and sublicensees, an irrevocable licence to enter on the Land prior to the Completion Date, to
- (a) construct, reconstruct, maintain, repair, improve, alter, install, place and operate a highway (as defined in the *Transportation Act*) and all improvements or other works of public utility, including provincial public undertakings (as defined in the *Transportation Act*), in, on, over and under the Land;
 - (b) undertake, perform and complete surveys, tests, inspections and examinations of the works described in paragraph (a) and the Land; and
 - (c) to do all acts which, in the Province's opinion, are necessary and incidental to the foregoing.

ARTICLE 11 - MISCELLANEOUS

- 11.01 Time is of the essence of this Agreement.
- 11.02 The Land is at the risk of the Vendor until the Reference Plan has been accepted for registration in the Land Title Office.
- 11.03 The parties further agree to the additional terms and conditions contained in Schedule B and such additional terms and conditions form part of this Agreement.

to the Province:

Ministry of Transportation and Infrastructure
342 – 447 Columbia Street
Kamloops, British Columbia
V2C-2T3
Attention: Karen Doyle
Email address: Karen.Doyle@gov.bc.ca

to the Vendor:

Village of Chase
PO Box 440
Chase, British Columbia
V0E-1M0
Attention: Sean O'Flaherty
Email address: soflaherty@chasebc.ca

provided, however, that a party or a solicitor for that party, may, by notice in writing to the other, specify another address for service under this Agreement (which may be the address for that party's solicitor), and, where another address is specified by a party, notice must be delivered to that address in accordance with this Article. Notices shall be effective upon (a) receipt when delivered in person or by courier, (b) confirmation of receipt when sent by electronic mail, and (c) the fifth day following mailing.

- 11.04 The warranties, representations and agreements contained in this Agreement will not be subject to merger but will survive the dedication of the Land to the public as a highway under section 107 of the *Land Title Act*.
- 11.05 This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Land and may not be modified except by subsequent agreement in writing.
- 11.06 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by a party unless such waiver is expressed in writing by the party. The waiver by a party of any breach by the other party of any term, condition, covenant or other provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant or other provision and the consent or approval of a party to any act by the other party requiring the consent or approval of the party will not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the other party.
- 11.07 No remedy conferred upon or reserved to either party is exclusive of any other remedy in this Agreement or provided by law, but such remedy will be cumulative and will be in addition to any other remedy in this Agreement or now or hereafter existing at law, in equity or by statute.
- 11.08 This Agreement is binding upon and enures to the benefit of the Province and its respective assigns and the Vendor and its successors.
- 11.09 The parties will perform such further acts and execute such further documents as may reasonably be required to give effect to this Agreement.

ARTICLE 12 - INTERPRETATION

- 12.01 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 12.02 The captions and headings contained in this Agreement are for convenience only and do not define or limit the scope or intent of this Agreement.
- 12.03 Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference will include a reference to any subsequent enactment of the Province of British Columbia of like effect and, unless the context otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.
- 12.04 The schedules to this Agreement form part of this Agreement and any terms and conditions contained therein are binding upon the parties.
- 12.05 This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

NOW THEREFORE THE PARTIES have signed this Agreement as follows:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA** by an authorized
Representative of the Minister responsible under the
Transportation Act on the 25 day of May 2020

Karen Doyle, Manager Property Services

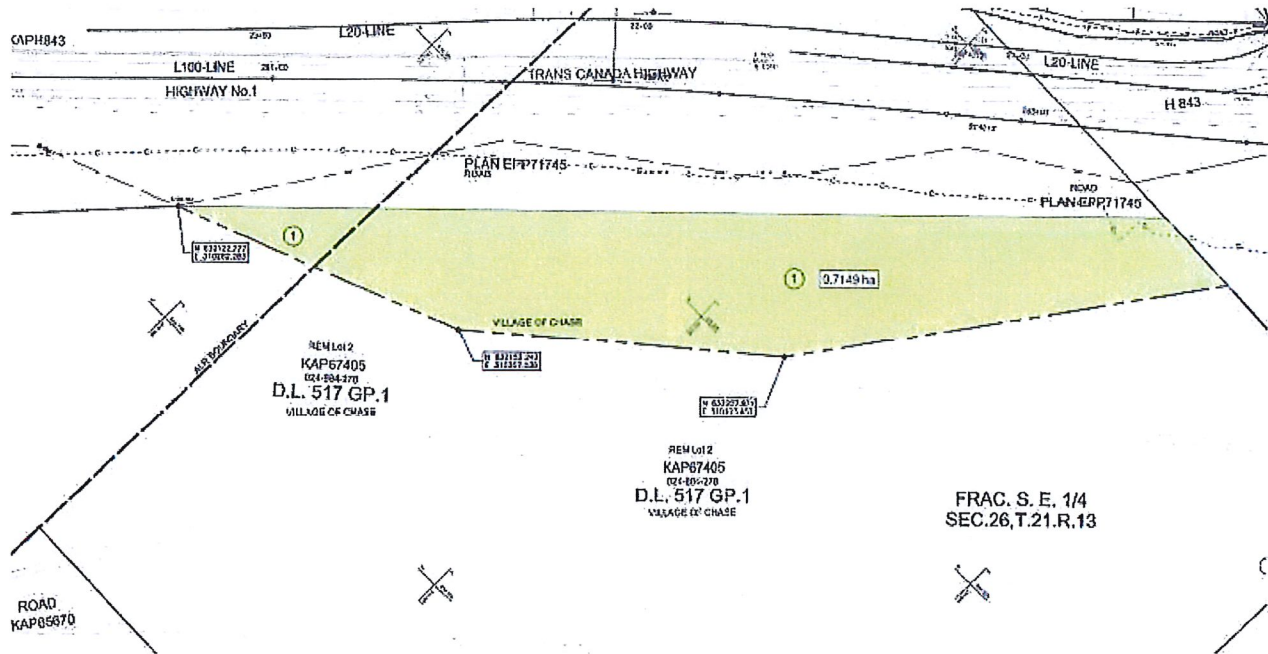
VILLAGE OF CHASE
by its authorized signatories
this ____ day of _____, 2020:

Authorized Signatory

Authorized Signatory

SCHEDULE A

LAND
(0.7149 ha.)



SCHEDULE B
ADDITIONAL AGREEMENTS

1. Purchase price includes all timber in the Land



LICENCE OF OCCUPATION FOR CONSTRUCTION ACCESS

THIS AGREEMENT is dated for reference May 25, 2020

BETWEEN:

VILLAGE OF CHASE

(the "Licensor")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as
represented by the minister responsible for the *Transportation Act*

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Activities" means all activities required by the Licensee to complete the Trans Canada Hwy
No. 1 Chase West to Chase Bridge
including the following:

- (a) constructing, reconstructing, maintaining, repairing, improving, altering,
installing, placing and operating the Works in, on or under the Licence Area,
- (b) clearing and restoring the Licence Area, and
- (c) placing sand and soil on the Licence Area as pre-load;

"Agreement" means this licence of occupation;

"Assignment Agreement" means the form of the Licensee that is numbered H-0074(a) and
all replacements of that form;

"Commencement Date" means September 1, 2020;

"Licence Area" means that part of the following described land which is shown on Schedule A:

Parcel Identifier 023-296-364

Lot 1 District Lot 517 Kamloops Division Yale District Plan KAP56101;

"Term" means the period of time set out in section 2.2 as may be extended under section 2.3; and

"Works" means all improvements and works of public utility, including provincial public undertakings (as defined in the *Transportation Act*).

ARTICLE 2 - GRANT, TERM AND RENEWAL

- 2.1 On the terms and conditions set out in this Agreement, the Licensor grants to the Licensee, its employees, agents, contractors, sublicensees and invitees an irrevocable licence of occupation over the Licence Area for the following purposes:
- (a) to enter, use, labour, go, return, pass and repass along, over and upon the Licence Area with or without materials, machinery, supplies and equipment to undertake the Activities;
 - (b) to establish all necessary grades and levels;
 - (c) to undertake, perform and complete surveys, tests, inspections and examinations of the Works and the Licence Area;
 - (d) to licence or allow any person to exercise any of the rights granted to the Licensee under this Agreement on such terms as the Licensee, in its sole discretion, may decide; and
 - (e) to do all acts which, in the Licensee's opinion, are necessary and incidental to the use of the Licence Area for the purposes set out in this Agreement.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on May 31, 2023.
- 2.3 This Agreement may, in the sole discretion of the Licensee, be renewed for a period of 6 months by written notice from the Licensee to the Licensor delivered not later than 10 days before the expiration of the Term (or any renewal of the Term).

ARTICLE 3 - FEE

- 3.1 The fee for the Term is \$1.00, the receipt and sufficiency of which is acknowledged by the Licensor.

ARTICLE 4 - COVENANTS

4.1 The Licensee must

- (a) use and occupy the Licence Area only for the purposes set out in section 2.1;
- (b) not place on or make to the Licence Area any improvement except for the purposes set out in this Agreement; and
- (c) on the termination of this Agreement,
 - (i) peaceably quit and deliver to the Licensor possession of the Licence Area in a safe, clean and sanitary condition,
 - (ii) within 15 days, remove from the Licence Area any improvement that the Licensee wants to remove, if the improvement was placed on or made to the Licence Area by the Licensee, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Licence Area, and
 - (iii) restore the surface of the Licence Area as nearly as may reasonably be possible to the same condition as it was on the Commencement Date but if the Licensee leaves an improvement on the Licence Area under paragraph (ii), this paragraph will not apply to that part of the surface of the Licence Area on which that improvement is located,

and all of the Licensee's right, interest and estate in the Licence Area will be absolutely forfeited to the Licensor, and to the extent necessary, this covenant will survive the termination of this Agreement.

ARTICLE 5 - TRANSFER OF THE LICENCE AREA

- 5.1 The Licensor must not transfer the fee simple interest in the Licence Area to any person without assigning its obligations under this Agreement to the person to whom the fee simple interest in the Licence Area is to be transferred by way of the Assignment Agreement.

ARTICLE 6 - CANCELLATION

- 6.1 The Licensee agrees with the Licensor that if the Licensee fails to observe, abide by and comply with the provisions of this Agreement and its default or failure continues for 60 days after the Licensor gives written notice of the default or failure to the Licensee this Agreement will, at the Licensor's option and with or without entry, terminate, and all of the Licensee's rights, interests and estate in the Licence Area will be absolutely forfeited to the Licensor.
- 6.2 If the condition complained of requires more time to cure than 60 days, the Licensee will be deemed to have complied with the remedying of it if the Licensee commences remedying or curing the condition within 60 days and diligently complete the same.

ARTICLE 7 - NOTICE

- 7.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to the Licensor:

Village of Chase
PO Box 440
Chase, British Columbia
V0E-1M0
Attention: Sean O'Flaherty
Facsimile: (____) ____-____
Email address: sofaherty@chasebc.ca

to the Licensee:

Ministry of Transportation and Infrastructure
342 – 447 Columbia Street
Kamloops, British Columbia
V2C-2T3
Attention: Karen Doyle
Facsimile: (250) 828-4229
Email address: Karen.Doyle@gov.bc.ca

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 7.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 7.1.

ARTICLE 8 - MISCELLANEOUS

- 8.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 8.2 No remedy conferred upon or reserved to the Licensor under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

- 8.3 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 8.4 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond the Licensee's reasonable control, other than normal weather conditions, the Licensee is delayed in performing any of its obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay.
- 8.5 The Licensee agrees with the Licensors that
- (a) the Licensors are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Licence Area and the Licensee is solely responsible for all costs and expenses associated with its use of the Licence Area for the purposes set out in this Agreement; and
 - (b) nothing in this Agreement constitutes the Licensee as the agent, joint venturer or partner of the Licensors.

ARTICLE 9 - INTERPRETATION

- 9.1 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 9.2 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 9.3 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 9.4 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 9.5 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 9.6 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 9.7 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.

9.8 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

9.9 Time is of the essence of this Agreement.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY THE
QUEEN IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA** by the
Minister responsible for the *Transportation Act*
or the minister's authorized representative

Minister responsible for the *Transportation Act*
or the minister's authorized representative

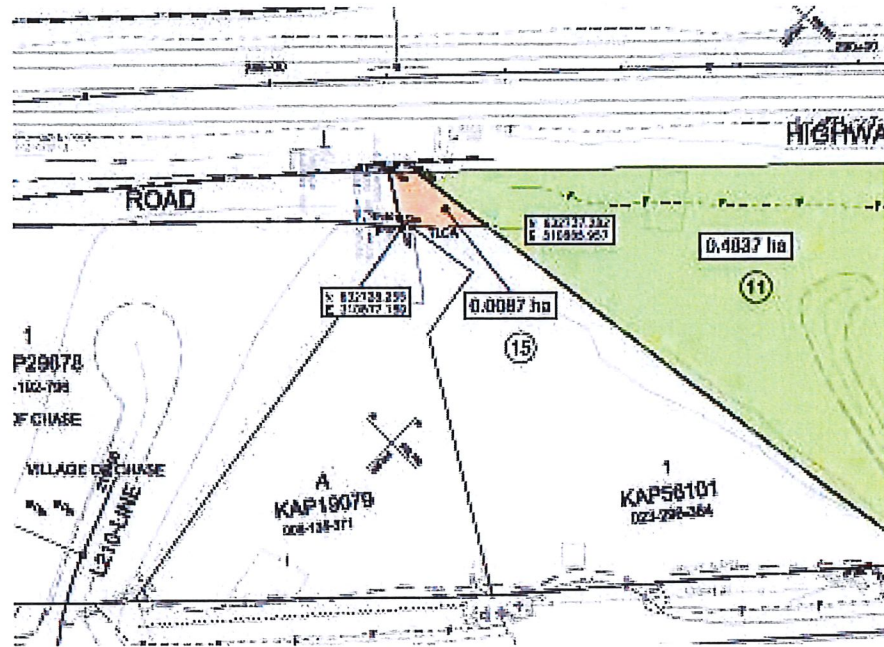
SIGNED on behalf of **VILLAGE OF CHASE**
by its authorized signatories

Authorized Signatory

Authorized Signatory

SCHEDULE A

LICENCE AREA
(0.0087 ha)



Sean O'Flaherty

From: Shelley van dusen <eyecandychasebc@gmail.com>
Sent: Wednesday, May 27, 2020 11:59 AM
To: Sean O'Flaherty
Subject: concern from Eye Candy 717 Shuswap Ave.

Hi Sean,

As summer is approaching I thought I would reach out to you regarding the possibility of the Village providing washroom facilities. My hopes are that porta potties could be placed somewhere in the uptown area. My thoughts would be the pocket park located right uptown. It is a struggle and strain constantly on the businesses to provide washrooms. I know where our washrooms are located in our building make it impossible to allow for customer use. We have had so many negative reactions and extremely frustrated customers due to this. I am hoping that administration can try and understand our dilemma and put some consideration into this very serious issue the town has been dealing with for many years. It seems as if council has allotted an abundance of funding for things such as music on the lake, flowers, advertising for tourism(monies towards the bulletin board), chamber/tourism office, zip lines, museum and I'm sure much more funding. I'm not sure without washrooms how we are even able to promote tourism. It seems as if it would make more sense to possibly allow for a little less money to be allocated to areas that are not successful in pulling in the tourists or even reevaluating our set up in some cases. I am a very strong believer if we can not afford washrooms as a community that it may make sense to amalgamate entities such as the museum, tourism/chamber office into one existing building. The museum would be a better location anyway and would offer more parking and be a great place for all. This would cut back expenses in grants, employees, maintenance, utilities. If we start our cutbacks in these areas I feel would cover the costs of providing and maintaining washrooms to help the businesses with this very serious ongoing issues . I am sure that the maintenance of the washrooms will also become a concern. My suggestion for this would be to have less pocket parks and flowers to maintain and have a happy medium which would benefit all rather than a very small amount of the the community. We are going through uncertain times in Chase currently as I understand are other towns and cities. I feel at this time it would be beneficial to the businesses to reconsider washrooms in the downtown core. The smaller communities will be seriously lacking tourism more than ever this year. I feel if we can offer a friendlier, welcoming Village with the basic amenities of washrooms available it would be a win win for everyone. I know council discusses supporting tourism and spend a considerable amount of funds on this, it only seems to make sense starting with the root of welcoming tourists and locals to the downtown area providing them with the basic necessity of the use of washrooms. I do also understand larger towns such as Salmon Arm and Kamloops may not offer washrooms at this point in time but if I remember correctly Salmon Arm has little park in the middle of the downtown area that offers public washrooms. Kamloops as a food court right in the downtown core that allows for public washroom use. I do also however feel that in a small Village it is even more important to have washrooms available as it is already challenging to maintain and thrive with such a small population. I feel it's import for the VOC to recognise the relevance of businesses in our community and work with the businesses to allow and help us prosper.

Thanks you for your time and consideration into this mattter,
Shelley and Lesley

Sean O'Flaherty

From: Shelley van dusen <eyecandychasebc@gmail.com>
Sent: Friday, May 29, 2020 12:04 PM
To: Sean O'Flaherty
Subject: Re: concern from Eye Candy 717 Shuswap Ave.

Hi Sean,

I was thinking some more about the washroom facilities and as you have intentions of presenting my suggestions to council I thought I would mention a few more thoughts. I understand porta potties may not be the most eye appealing solution but desperate times call for desperate measures. I would like to present an option that would probably be the most cost efficient and speediest solution as this has become such an urgent issue. I of course would love to see permanent washrooms placed in the pocket park between the old Flower Girls location and Pete's Pizza but I know that cost of this would certainly be an issue as well as that the VOC does not own this piece of land, therefore my suggestion of porta potties. Another option I would like to put out there would be to open the community hall for public washroom use which would provide an immediate solution and allow time to figure something out. As a business person for so many years in Chase the lack of washroom facilities has been one of the hardest things to deal with. We have people that come from Kamloops to support our business on regular occasions which I will start documenting for you and when you have to turn

around and tell these people sorry no where to go to the washroom it is an agonising position to be in. It does not create a healthy customer service position or welcoming to Chase. I do not want to seem like I'm nit picking about the flowers as I do find they add attraction and beauty to our community but on the flip side with no businesses what is even the reason to promote tourism? So if tourism is not something that interest Mayor and council money should not be spent on things such as the visitor information booth, museum, zip lines etc. parks, because without businesses or something for tourists to come visit and wander Chase does not offer a reason for a road trip or to stop in as a tourist destination so all these facilities are quite honestly are a complete waste of money. I mean no disrespect by this it's just simply the truth. At some point the businesses requests have to be looked at seriously and considered by our Mayor and council. The business community does support a large tax base and our input should be considered rather than being met with reasons why washrooms aren't a possibility. For example music on the lake was put in place to attract tourist from how it was advertised is how I took it. If we are going to spend such an exorbitant amount to have music once a week to draw people in I would hope it would also include the plan these people will want to come back to visit our Village more than just once a week for the 2 or 3 hours that this music offers. Being that most businesses are closed during the music on the lake it is geared mostly towards locals anyways and doesn't really promote tourism too much but if that is the intent then these tourist need somewhere to use washrooms. I'm not sure if this is true but I was told the music festival society still received their grant for the music on the lake although it won't even be taking place. I sure hope this is not the case but if it is I find that very strange and I don't understand it at all. As I mentioned earlier I love the flowers and the beauty they add but if we could cut back on the maintenance of them and the cost of them that alone would cover costs of washroom facilities either by opening up the community hall, porta potties or a permanent more eye appealing structure. I was frustrated to see so much labour today being used to have the flowers put out. It looked to me as if there were flaggers hired as well as Village employees which would be such a costly procedure. Again I mean no disrespect but I think that it is seriously time to split the monies up into a more fair and sensible solution to keep all happy and if this means we have to cut back in other areas, such as visitor/chamber office and cut the flowers back even by 25% to allow for room in the budget for public washrooms I truly think it's time for our Mayor and council to take this into serious consideration. It's just as simple as we appear to be turning a blind eye to the serious issues and just carrying on as business as usual when it needs to be reevaluated. I don't want to seem brash with my suggestions but it is hard to get all our points in a letter. I appreciate all your time and consideration into this matter. If you have any questions about my concerns please feel free to call me at 250-819-4396.

Thank you,

Shelley and Lesley