## Item 1. Call to Order by Secretary

1.1. Signing of Oaths

1.2. Election of Chair

1.3. Election of Vice Chair

## Item 2. Approval of Agenda

2.1. Additions or Amendments to the Agenda

2.2. Introduction & Welcome to new Squamish-Lillooet Regional District Directors

## Item 3. Committee Reports and Recommendations

### 3.1. Electoral Area Directors Committee Recommendations of December 5, 2011

#### 3.1.1. Crown Land Tenure 3412365 - Tyaughton Lake

*Weighted Vote - All*

1. THAT the Squamish-Lillooet Regional District Board will agree to acquire the Lease from the Province over the land "All that unsurveyed Crown land in the vicinity of Gun Lake, Lillooet District, containing 0.14 hectares, more or less, for the purposes of telecommunication works". For purposes of clarity, this lease shall refer to File #3412365 - Tyaughton Lake.

2. THAT the Chair and CAO be authorized to sign the lease agreement.

#### 3.1.2. Crown Land Tenure 3412370 - Gun Lake

*Weighted Vote - All*

1. THAT the Squamish-Lillooet Regional District Board will agree
### Electoral Area Directors Committee Recommendations of December 5, 2011

1. **Item 3.1.**

   - to acquire the Lease from the Province over the land "All that unsurveyed Crown land in the vicinity of Gun Lake, Lillooet District, containing 0.14 hectares, more or less, for the purposes of telecommunication works". For purposes of clarity, this lease shall refer to File #3412370 - Gun Lake.
2. **THAT the Chair and CAO be authorized to sign the lease agreement.**

### Crown Land Tenure - 3412391 Ogden

**Weighted Vote - All**

THAT it be recommended to the Regional Board:

1. **THAT the Squamish-Lillooet Regional District Board will agree to acquire the Lease from the Province over the land "All that unsurveyed Crown land in the vicinity of Gun Lake, Lillooet District, containing 0.14 hectares, more or less, for the purposes of telecommunication works". For purposes of clarity, this lease shall refer to File #3412391 Ogden.**
2. **THAT the Chair and CAO be authorized to sign the lease agreement.**

### Fire Services Review

**Unweighted Vote - All**

THAT staff undertake a wide-ranging fire service review of all Electoral Area fire protection services in the Squamish-Lillooet Regional District.

### Pemberton Valley Utilities & Services Committee Recommendations of December 5, 2011

**Item 3.2.**

1. **Item 3.2.1.**

   - Fire Marshall's Inspection Report - Meadows Facility; and Mechanical Report - Meadows Facility

   **Unweighted Vote - All**

   THAT the Fire Marshall's Inspection Report be received and that staff circulate this report to School District No. 48

2. **Item 3.2.2.**

   - Termination of Meadows Facility Lease

   **Weighted Vote - All**

   THAT the Squamish-Lillooet Regional District give notice to School District No. 48:

   1. To terminate the month to month tenancy agreement of the
3.2. Pemberton Valley Utilities & Services Committee Recommendations of December 5, 2011

School District’s premises at 7567 Pemberton Meadows Road (the "Meadows Facility"), effective January 31, 2012;

2. To advise that the Board wishes to negotiate a lease agreement for the use of the playing fields at the Meadows Facility; and

3. To advise that the Board wishes to negotiate a new agreement governing the use of School District facilities at the Pemberton High School and Signal Hill Elementary School.

THAT staff be authorized to provide these notices, settle the particulars with School District No. 48 regarding shut down of the boiler system and other utilities for the demised premises and begin negotiations for the new lease/agreements.

THAT staff prepare a public report outlining the key information that has led to the termination of the Meadows Facility lease, including:

- Monetary issues;
- Liability issues;
- Infrastructure issues; and
- Lack of any long-term tenure from School District No. 48

3.2.3. 2011 Community Recreation Program - Health Community Grant

THAT staff submit a grant application for Option 3 as set out in the Recreation Services Manager’s Report dated December 1, 2011.

THAT the 20% matching contribution as outlined in the Recreation Services Manager’s report be sourced from the Village of Pemberton and the Area C Amenity Funds.

THAT the Squamish-Lillooet Regional District Board confirms its support for the 2011 Community Recreation Program - Health Community Grant application.

3.2.4. Pemberton Valley Recreation Commission Grants in Aid

THAT $3,000 from the Pemberton Valley Recreation Commission funds be allocated to the Spirit of BC, Pemberton Committee for Winterfest on behalf of both the Village of Pemberton and Area C.
3.2. **Pemberton Valley Utilities & Services Committee Recommendations of December 5, 2011**

THAT $1,935.92 from the Pemberton Valley Recreation Commission funds be allocated to the MADE in Pemberton event.

3.2.5. **2012 Age Friendly Community Grant for Pemberton and Area C**

*Unweighted Vote - All*

THAT the Squamish-Lillooet Regional District Board confirms its support for the 2012 Age-Friendly Community Planning & Project Grant as submitted on December 2, 2011.

4. **Bylaws**

*Weighted Vote - All*


THAT Bylaw No. 1237, cited as “2011-2015 Financial Plan Amendment Bylaw No.1237-2011” be introduced, and read a first, second, and third time.


5. **Staff Reports & CAO Update**

*Unweighted Vote - All*

5.1. **Proposed 2012 Board Meeting Calendar**

5.2. **Proposed 2012 Committee Meeting Calendar**

*For information*

5.3. **CAO Verbal Update**

6. **Correspondence Requesting Action**

6.1. **Southern Interior Beetle Action Coalition - SLRD Board Member Appointment**

7. **Correspondence for Information**

7.1. **Honourable Ida Chong - Thank You**

7.2. **Family of Jack Layton - Thank You**
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| 9.   | **Business Arising from the Minutes** |      |
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| 12.  | **Late Business** |      |
13. Director's Reports

14. Board Closed Meeting
   14.1. Resolution to Close the Meeting to the Public

   THAT the Board close the meeting to the public under the authority of Section 90(1)(g)(i) of the Community Charter.

15. Board Orientation Package
   15.1. 2012 Board Orientation Packages

   15.2. Board & Committee Appointments

16. Adjournment
TENURE OFFER

November 23, 2011

SQUAMISH-LILLOOET REGIONAL DISTRICT
PO Box 219
1350 Aster St
Pemberton, BC V0N 2L0

Attention: Peter DeJong, Risk Management & Transportation Coordinator

Re: Your Application for a Tenure over Crown Land

Your application for a licence for telecommunication works purposes over:

All that unsurveyed Crown land in the vicinity of District Lot 5388, Lillooet District, containing 0.14 hectares, more or less

(the “Land”) has been accepted by us subject to fulfillment of certain requirements. Accordingly, we are offering to you a licence on the terms and conditions set out in this letter.

Please be aware that you are required under this licence to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority which in any way affects your use and occupation of the Crown land and any improvements made to that land. If you have any concerns or questions regarding any such laws, bylaws, orders, directions, ordinances and regulations you are encouraged to seek legal advice.

Deadline for Your Acceptance of this Offer

This offer may be accepted by you on or before January 23, 2012 (unless this deadline is extended in writing by us). To accept this offer, you must complete and return to us the enclosed acceptance page by that time. If you do not wish to accept
this offer, please check the applicable box on the acceptance page and sign and return the page to us so that we may record your rejection of our offer.

1. Conditions of Offer

Enclosed are two copies of your licence. If you accept this offer by returning the acceptance page to us within the time set out above, you must then execute and return these documents to us on or before January 23, 2012 together with all of the following:

Insurance

We confirm receipt from you of evidence of an Alternative Risk Financing Program. Upon request, you must submit to our office proof of continuation of your Alternative Risk Financing Program.

Council Resolution

Council resolution must be passed by the Council to acquire the Land. The resolution that was provided to Front Counter BC as part of the application is insufficient, copy attached.

The Council resolution must indicate that the Council will agree to acquire the Lease from the Province over the land “All that unsurveyed Crown land in the vicinity of Gun Lake, Lillooet District, containing 0.14 hectares, more or less, for the purposes of telecommunication works.”

This Council resolution must be received by this office on or before January 23, 2012.

The enclosed tenure documents must both be signed in the spaces provided on the signature page by persons authorized to sign on behalf of the municipality. Return both copies to us.

If you sign the licence documents and return them to us on or before January 23, 2012 (unless this deadline is extended in writing by us), together with each of the items listed in this section, the licence documents will be signed on behalf of the Province. We will then return an executed copy of the licence to you. If the licence documents and each of the items listed in this section are not returned to us on or before January 23, 2012, we will be under no further obligation to issue the licence to you and this offer will terminate.

2. Acknowledgments of the Applicant

By accepting this offer, you agree that:

(a) This offer cannot be transferred to another person.
(b) This offer and the licence do not guarantee that
(i) the Land is suitable for your proposed use,
(ii) the Land can be built on,
(iii) there is access to the Land, or
(iv) the Land is not susceptible to flooding or erosion.

(c) This offer will survive the signing and issuance of the licence but if any contradiction exists between the terms of this offer and the licence, the terms of the licence will prevail.

(d) This offer does not give you any right to use or occupy the Land for any purpose.

(e) Under the Land Act, this offer is not binding upon the Province until the licence is signed by the Province.

(f) Time is of the essence in this offer.

3. Your Representations

By accepting this offer, you confirm that:

(a) You (or your authorized representative) have inspected the Land and are fully aware of its condition.

(b) You have knowledge of all municipal and regional bylaws regulating the use and development of the Land.

(c) You acknowledge that you have no right to use or occupy the Land unless and until the licence is issued to you under this offer.

Freedom of Information

Personal information is collected under the Land Act for the purpose of administering Crown land. Information on your application, and if issued, your tenure, will become part of the Crown Land Registry, from which information is routinely made available to the public under freedom of information legislation.

Yours truly,

Authorized representative
Ministry of Forests, Lands and Natural Resource Operations
441 Columbia Street
Kamloops, BC V2C 2T3

Dear Bal Ziegelmann:

Re: Application for licence

☐ I/We accept the offer of licence made to me/us by way of a letter dated November 23, 2011 from the Ministry of Forests, Lands and Natural Resource Operations and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.

☐ I/We do not accept the offer of licence made to me/us by way of a letter dated November 23, 2011 from the Ministry of Forests, Lands and Natural Resource Operations.

DATED the ____ of ____________, ____.

Applicant's signature/Applicant's representative's signature

Applicant's signature/Applicant's representative's signature

Print name of person signing

Print name of person signing
3.2 Electoral Area Directors Committee Recommendations of August 9, 2010:

It was moved and seconded:

1. Amendment to Add Patron Participation to a Food Primary Liquor License - Furry Creek Golf and Country Club

THAT the Squamish Lillooet Board of Directors support the application to add a patron participation entertainment endorsement to the Food Primary liquor license, submitted by the Furry Creek Golf and Country Club, for the lands legally described as Block A, Exc Firstly Pt subdivided by Pl LMP35040 Secondly Pt subdivided by Pl BCP10356, DLs 1296, 1626, 1659, 1660, 1666, 1898 & 7799, Gp1, NWD, PI LMP 13803, having considered the potential for noise, the impacts on the community, and whether the amendment may result in the establishment being operated in a manner that is contrary to its primary purpose, and having gathered and considered the views of residents, as presented in the August 9, 2010 Request for Decision (and Background Report).

CARRIED

It was moved and seconded:


THAT a notice on title be registered against Lots 11 and 12, Plan 20030, DL1250, LLD as “the permit was not obtained or the inspection has not been satisfactorily completed” per Community Charter Section 57 (1) (b) (ii).

CARRIED

It was moved and seconded:

3. Minto Communications Society – Leasing Crown Land

THAT Staff work with Minto Communications Society regarding the SLRD leasing crown land for the society, and that Staff report back to the Board.

CARRIED

4. Bylaws

4.1 Unweighted Corporate Vote

4.1.1 Bylaw 1153 - Electoral Area C Official Community Plan Bylaw No. 689, 1999 Amendment Bylaw No. 1153, 2009 - Molnar at Blackwater Creek Road, Area C

It was moved and seconded:

THAT Bylaw No. 1153, cited as “Electoral Area C Official Community Plan...
THIS AGREEMENT is dated for reference December 1, 2011 and is made under the Land Act.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the Land Act, Parliament Buildings, Victoria, British Columbia

(the “Province”)

AND:

SQUAMISH-LILLOOET REGIONAL DISTRICT
PO Box 219
1350 Aster St
Pemberton, BC V0N 2L0

(the “Licensee”)

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

“Affiliate” means, if you are a corporation, an affiliate of you within the meaning of section 1 of the Business Corporations Act;

“Agreement” means this licence of occupation;

“Certificate of Affiliation” means, if you are a corporation, a certificate signed by an officer or director of you as to the status of another corporation as an Affiliate, in a form acceptable to us;

“Commencement Date” means December 1, 2011;
"Communications Use" means a communications use, as that term is defined or used in our Communication Sites Policy in effect from time to time during the Term;

"disposition" has the meaning given to it in the Land Act and includes a licence of occupation;

"Fees" means the fees set out in Article 3;

"Improvements" means the civil infrastructure, that being any buildings, (including without limitation, temporary or portable buildings), towers, private roads, powerlines or other physical infrastructure located on the Land on the Commencement Date or constructed or placed on the Land during the Term and shown in the Site Plan, but does not include any chattels or the antenna, dishes or other communications equipment located on any building or tower on the Land;

"Land" means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

All that unsurveyed Crown land in the vicinity of District Lot 5388, Lillooet District, containing 0.14 hectares, more or less,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the Transportation Act) and land covered by water;

"Management Plan" means, at any time during the Term, all of the following items which are then held on file by us:

(a) the Site Inventory;

(b) the Tower Profile;

(c) the Site Plan; and

(d) any photographs, documents or copies of documents required to be delivered by you to us as set out in Article 4;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;
“Site Inventory” means, at any time during the Term, the most recent inventory of the Communications Uses taking place on the Land prepared by you in a form acceptable to us and signed and dated by the parties;

“Site Plan” means, at any time during the Term, the most recent drawing containing both plan and cross-sectional views of all the Improvements on the Land, drawn to scale and indicating their dimensions, distance from one another, and distance from the boundaries of the Land, prepared in a form acceptable to us and signed and dated by the parties;

“Term” means the period of time set out in section 2.2;

“Tower Profile” means, at any time during the Term, the most recent cross-sectional drawing of all towers comprising part of the Improvements and all antennas, dishes and other communications equipment on the Land, in which drawing the Communications Uses from the Site Inventory must be cross-referenced to the depiction of the towers, antennas, dishes or other communications equipment, which drawing has been prepared by you in a form acceptable to us and signed and dated by the parties;

“We”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as “the parties”; and

“you” or “your” refers to the Licensee.

1.2 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.

1.3 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.

1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

1.5 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.

1.6 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.
1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

1.8 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.

1.9 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.

1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.

1.11 Time is of the essence of this Agreement.

1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

2.1 On the terms and conditions set out in this Agreement, we grant to you a licence of occupation of the Land to construct, maintain and use the Improvements and the antennas, dishes and other communications equipment on the Land for the Communications Uses described in the Site Inventory and shown in the Tower Profile and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.

2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEES

3.1 You will pay to us

(a) for the first year of the Term, Fees of $1.00, payable in advance on the Commencement
Date; and

(b) for each year during the remainder of the Term, the Fees either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.

3.2 We will, not later than 30 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Fees payable by you under section 3.1(b) for the subsequent year of the Term and we will establish such Fees in accordance with our policies applicable to your use of the Land under this Agreement.

3.3 If we do not give notice to you under section 3.2, the Fees payable by you under section 3.1(b) for the year for which notice was not given will be the same as the Fees payable by you for the preceding year of the Term.

3.4 If during the period commencing 120 days prior to the last year of the Term and ending on the last day of the Term any use of the Improvements or the antennas, dishes and other communications equipment on the Land commences or ceases in accordance with section 4.5, you will give notice to us of such change in accordance with section 4.5(e) and the parties will adjust the Fees for the last year of the Term by making, on or before the last day of the Term, the payments required between the parties as determined by us in our sole discretion. The phrase “last year of the Term” as used in this section includes, without limitation, the year prior to the date on which this Agreement terminates through any means.

ARTICLE 4 - COVENANTS

4.1 You must

(a) pay, when due,

(i) the Fees to us at the address set out in Article 10,

(ii) the Realty Taxes, and

(iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;

(b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;

(c) observe, abide by and comply with

(i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any
government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and

(ii) the provisions of this Agreement;

(d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

(e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;

(f) use and occupy the Land only for the Communications Uses identified in the Management Plan;

(g) not construct, place or affix any Improvement on or to the Land other than those depicted in the Management Plan;

(h) not locate any antennas, dishes or other communications equipment on the Land other than on a building or tower depicted in the Management Plan or with our prior written consent;

(i) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the Builders Lien Act;

(j) if any claim of lien over the Land is made under the Builders Lien Act for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

(k) not cut or remove timber on or from the Land without

(i) our prior written consent, and

(ii) being granted the right under the Forest Act to harvest Crown timber on the Land;

(l) provide the following to us, within 30 days of receiving a request from us for any or all of them,
(i) Certificates of Affiliation for any Affiliate using the Land for a Communications Use permitted under section 4.5,

(ii) copies of radio licenses (including amendments to them) which relate to Communications Uses of the Land under this Agreement,

(iii) photographs of the Land and the Improvements that you took during your most recent visit to the Land, and;

(iv) copies of all subtenure agreements entered into by you which permit other persons, including without limitation Affiliates, to use the Land;

(m) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the Heritage Conservation Act;

(n) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;

(o) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of

(i) your breach, violation or nonperformance of a provision of this Agreement, and

(ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

(p) on the termination of this Agreement,

(i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,

(ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
(iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),

(iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and

(v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 Except as permitted under section 4.5 or 4.7, you must not, without our prior written consent

(a) use or permit others to use the Land for any use other than for a Communications Use; or

(b) materially change or add to the Improvements.

4.3 We may, in addition to imposing other reasonable requirements as conditions which must be satisfied before we grant our consent under section 4.2, require you to:

(a) submit to us for approval a proposed Site Plan to replace that which is then part of the Management Plan, which proposed Site Plan must take into account the proposed new use of the Land and the proposed change or addition to the Improvements;

(b) advertise, in the manner required by us, your proposed new use of the Land or proposed change or addition to the Improvements;

(c) refer, for comment, your proposed new use of the Land or proposed change or addition to the Improvements to those other government ministries, agencies, departments, local governments and others specified by us, and when such comments are received, provide such comments to us: and

(d) enter into such amendments to this Agreement, including without limitation to Article 3, as we reasonably determine are necessary.

4.4 We will sign the proposed Site Plan submitted under section 4.3 if and when we grant our
4.5 Despite subsections 4.1(f) and (h) and section 7.1, you may

(a) use or permit others to use the Improvements or the antennas, dishes or other communications equipment on the Land for a Communications Use other than one identified in the Management Plan,

(b) install and use or permit others to install and use additional antennas, dishes or other communications equipment on the Land, or

(c) cease using or permit others to cease using the Improvements or the antennas, dishes or other communications equipment on the Land for a Communications Use identified in the Management Plan,

but only if

(d) such use or cessation of use does not materially change the Improvements or create additional Improvements, and

(e) not less than 120 days prior to the next anniversary of the Commencement Date after the use begins or ceases (or if there is less than 120 days between such use beginning or ceasing and the next anniversary of the Commencement Date, not less than 120 days prior to the next anniversary of the Commencement Date in respect of which 120 days notice may be provided), you deliver to us written notice of the such use beginning or ceasing, which notice must include

(i) a proposed Site Inventory to replace the one which is then part of the Management Plan,

(ii) a proposed Tower Profile to replace the one which is then part of the Management Plan, which proposed Tower Profile cross-references the Communications Uses specified in the proposed Site Inventory referred to in paragraph (i), and

(iii) if a person permitted to begin using the Improvements or the antennas, dishes or other communications equipment on the Land is an Affiliate, a Certificate of Affiliation for such person.

4.6 We will sign the proposed Site Inventory and Tower Profile submitted under section 4.5 if you have complied with section 4.5 and are not in default of this Agreement. These documents will not constitute the Site Inventory or Tower Profile under this Agreement unless and until the parties have signed and dated them.
4.7 Without affecting the requirements of sections 4.2 and 4.3, we may, at your request, prior to completing the process contemplated by section 4.3, grant our conditional consent to a proposed change to or creation of an addition to the Improvements if the proposed change or addition is, in our opinion, of a minor nature and unlikely to be opposed by the entities referred to in section 4.3(c), provided that in those circumstances, such conditional consent may be withdrawn by us, in our sole discretion, if the referrals and advertising referred to in section 4.3 result in a decision by us to take such action.

4.8 If a conditional consent granted by us under section 4.7 is withdrawn, you must, within 120 days of such withdrawal, remove from the Land any Improvements made or antennas, dishes or other communications equipment added under such conditional consent and restore the Land and the Improvements to the condition which existed prior to the granting of such conditional consent, provided that if such removal and restoration reasonably require more than 120 days to complete, you will be deemed to be in compliance with this section if you commence such removal and restoration within such 120 day period and diligently complete them within a reasonable period of time.

4.9 If we doubt the consistency of the Management Plan with your actual use of the Land under this Agreement, you must upon our written request made to you not more than once a year, offer to provide transportation for us to the Land, at your expense, at such times during the Term when you are travelling to the Land to maintain any part of the Improvements or antennas, dishes or other communications equipment on the Land. We understand that if such transportation involves air travel, it will be provided from the public airport that is both closest to the Land and accessible by public highway, unless the parties agree to it being provided from another location.

4.10 If a person who is permitted by you to use the Improvements or the antennas, dishes or other communications equipment on the Land for a Communications Use becomes an Affiliate, or having been an Affiliate, ceases to be an Affiliate, you must, within 30 days of such change in status, deliver to us written notice of such change and of the date such change occurred, together with, in the case of a person becoming an Affiliate, a Certificate of Affiliation for such person.

4.11 You will not permit any person to do anything you are restricted from doing under this Article.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

(a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(b) this Agreement is subject to
(i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act, or any extension or renewal of the same, whether or not you have actual notice of them, and

(ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the Land Act;

(c) without limiting subsection 4.1(o), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;

(d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.

(e) we may make other dispositions of or over the Land;

(f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;

(g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;

(h) you will not commence or maintain proceedings under section 65 of the Land Act in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
(i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;

(j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(p)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(p)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(p)(iii); and

(k) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us security in the amount of $0.00 which will

(a) guarantee the performance of your obligations under this Agreement;

(b) be in the form required by us; and

(c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to
(a) change the form or amount of the Security; and

(b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

(a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:

(i) Commercial General Liability insurance in an amount of not less than $2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;

(b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;

(c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed “Province of British Columbia Certificate of Insurance”;

(d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed “Province of British Columbia Certificate of Insurance”;

(e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

(a) change the amount of insurance set out in subsection 6.6(a); and

(b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;
and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed “Province of British Columbia Certificate of Insurance” for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

6.10 Despite sections 6.6 and 6.7, your obligations under those sections are suspended for so long as we in our sole discretion acknowledge our acceptance to you in writing your alternative risk financing program in respect of the matters covered by those sections.

If, in our sole discretion, your alternative risk financing program in respect of the matters covered by sections 6.6 and 6.7 is no longer acceptable to us, we will provide written notice to you and you must, within 60 days of such notice, obtain and provide to us evidence of compliance with section 6.6 of this Agreement.

ARTICLE 7 - ASSIGNMENT

7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or, except in accordance with section 4.5 or 4.7, permit any person to use or occupy the Land, without our prior written consent, which consent we will not unreasonably withhold.

7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the Business Corporations Act) will be deemed to be a transfer of this Agreement.

7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.

7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a “site profile”, “preliminary site investigation” or “detailed site investigation” (as those terms are defined in the Environmental Management Act) for the Land or other similar type of investigation of the Land.

7.5 We may, in addition to imposing other reasonable requirements as conditions which must be satisfied before we grant our consent under section 7.1, require you to:

(a) submit to us for approval an amended Management Plan, including without limitation a
proposed Site Inventory and a proposed Tower Profile to replace those which are then part of the Management Plan;

(b) advertise, in the manner we require, the amendments to the Management Plan proposed under subsection (a);

(c) refer, for comment, the amendments to the Management Plan proposed under subsection (a) to those government ministries, agencies, departments, local governments and others specified by us and, when such comments are received, provide such comments to us;

(d) enter into such amendments to this Agreement, including without limitation to Article 3 and the Management Plan, as we reasonably determine are necessary; and

(e) provide to us copies of all subtenure agreements entered into by you which permit other persons, including without limitation Affiliates, to use the Land.

7.6 You acknowledge that we will require a reasonable period of time to consider requests for our consent under section 7.1, and in particular, to consider comments received as a result of the referrals and advertising referred to in section 7.5.

7.7 We will sign the proposed Site Inventory and the proposed Tower Profile submitted under section 7.5 if and when we grant our consent under section 7.1. These documents will not constitute the Site Inventory or Tower Profile under this Agreement unless and until the parties have signed and dated them.

ARTICLE 8 - TERMINATION

8.1 You agree with us that

(a) if you

(i) default in the payment of any money payable by you under this Agreement, or

(ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

(b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
(c) if you

(i) become insolvent or make an assignment for the general benefit of your creditors,

(ii) commit an act which entitles a person to take action under the Bankruptcy and Insolvency Act (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or

(iii) voluntarily enter into an arrangement with your creditors;

(d) if you are a corporation,

(i) a receiver or receiver-manager is appointed to administer or carry on your business, or

(ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;

(e) if you are a society, you convert into a company in accordance with the Society Act without our prior written consent;

(f) if this Agreement is taken in execution or attachment by any person; or

(g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 180 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

(a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
our remedies under this Article are in addition to those available to us under the \textit{Land Act}.

8.4 You may, if you are not in default of this Agreement and you provide 180 days written notice to us, terminate this Agreement, but despite such notice of termination, your obligation to pay \textit{Fees} continues up to and including the date of termination.

\textbf{ARTICLE 9 - DISPUTE RESOLUTION}

9.1 If any dispute arises under this Agreement, the parties will make \textit{all} reasonable efforts to resolve the dispute within 60 days of the dispute \textit{arising} (or within such other time period agreed to by the parties) and, \textit{subject} to applicable laws, provide \textit{candid} and \textit{timely} disclosure to each other of \textit{all} relevant facts, information and documents to facilitate those efforts.

9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to \textit{arbitration} conducted by a sole arbitrator appointed pursuant to the \textit{Commercial Arbitration Act}.

9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be \textit{governed} by the laws of the Province of British Columbia.

9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.

9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to \textit{arbitration} as set out in section 9.2.

\textbf{ARTICLE 10 - NOTICE}

10.1 Any notice required to be given by either party to the other will be \textit{deemed} to be given if mailed by prepaid registered mail in Canada or \textit{delivered} to the address of the other as follows:

\begin{enumerate}
\item to us
\begin{itemize}
\item MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
\item 441 Columbia Street
\item Kamloops, BC V2C 2T3;
\end{itemize}
\item to you
\end{enumerate}
SQUAMISH-LILLOOET REGIONAL DISTRICT  
PO Box 219  
1350 Aster St  
Pemberton, BC VON 2L0;

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.

10.2 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 10.1.

10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

11.1 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.

11.2 No remedy conferred upon or reserved to us 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.

11.3 The grant of a sublicence, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicence, assignment or transfer of this Agreement.

11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.

11.5 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 your reasonable control, other than normal weather conditions, you are delayed in performing any of your 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 so long as

(a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and

(b) you diligently attempt to remove the delay.

11.6 You agree with us that

(a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and

(b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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 Land Act
or the minister's authorized representative

Minister responsible for the Land Act
or the minister's authorized representative
SIGNED on behalf of SQUAMISH-LILLOOET REGIONAL DISTRICT
by its authorized signatories

Authorized Signatory

Authorized Signatory
All that unsurveyed Crown land in the vicinity of District Lot 5388, Lillooet District, containing 0.14 hectares more or less.
TENURE OFFER

November 23, 2011

SQUAMISH-LILLOOET REGIONAL DISTRICT
Po Box 219
1350 Aster St
Pemberton, BC V0N 2L0

Attention: Peter DeJong, Risk Management & Transportation Coordinator

Re: Your Application for a Tenure over Crown Land

Your application for a licence for telecommunication works purposes over:

All that unsurveyed Crown land in the vicinity of Gun Lake, Lillooet District, containing 0.14 hectares, more or less

(the "Land") has been accepted by us subject to fulfillment of certain requirements. Accordingly, we are offering to you a licence on the terms and conditions set out in this letter.

Please be aware that you are required under this licence to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority which in any way affects your use and occupation of the Crown land and any improvements made to that land. If you have any concerns or questions regarding any such laws, bylaws, orders, directions, ordinances and regulations you are encouraged to seek legal advice.

Deadline for Your Acceptance of this Offer

This offer may be accepted by you on or before January 23, 2012 (unless this deadline is extended in writing by us). To accept this offer, you must complete and return to us the enclosed acceptance page by that time. If you do not wish to accept
this offer, please check the applicable box on the acceptance page and sign and return the page to us so that we may record your rejection of our offer.

1. **Conditions of Offer**

   Enclosed are two copies of your licence. If you accept this offer by returning the acceptance page to us within the time set out above, you must then execute and return these documents to us on or before January 23, 2012 together with all of the following:

   **Insurance**

   We confirm receipt from you of evidence of an Alternative Risk Financing Program. Upon request, you must submit to our office proof of continuation of your Alternative Risk Financing Program.

   **Council Resolution**

   Council resolution must be passed by the Council to acquire the Land. The resolution that was provided to Front Counter BC as part of the application is insufficient, copy attached.

   The Council resolution must indicate that the Council will agree to acquire the Lease from the Province over the land “All that unsurveyed Crown land in the vicinity of Gun Lake, Lillooet District, containing 0.14 hectares, more or less, for the purposes of telecommunication works.”

   This Council resolution must be received by this office on or before January 23, 2012.

   The enclosed tenure documents must both be signed in the spaces provided on the signature page by persons authorized to sign on behalf of the municipality. Return both copies to us.

   If you sign the licence documents and return them to us on or before January 23, 2012 (unless this deadline is extended in writing by us), together with each of the items listed in this section, the licence documents will be signed on behalf of the Province. We will then return an executed copy of the licence to you. If the licence documents and each of the items listed in this section are not returned to us on or before January 23, 2012, we will be under no further obligation to issue the licence to you and this offer will terminate.

2. **Acknowledgments of the Applicant**

   By accepting this offer, you agree that:

   (a) This offer cannot be transferred to another person.
(b) This offer and the licence do not guarantee that
   (i) the Land is suitable for your proposed use,
   (ii) the Land can be built on,
   (iii) there is access to the Land, or
   (iv) the Land is not susceptible to flooding or erosion.

(c) This offer will survive the signing and issuance of the licence but if any contradiction exists between the terms of this offer and the licence, the terms of the licence will prevail.

(d) This offer does not give you any right to use or occupy the Land for any purpose.

(e) Under the Land Act, this offer is not binding upon the Province until the licence is signed by the Province.

(f) Time is of the essence in this offer.

3. Your Representations

   By accepting this offer, you confirm that:

   (a) You (or your authorized representative) have inspected the Land and are fully aware of its condition.

   (b) You have knowledge of all municipal and regional bylaws regulating the use and development of the Land.

   (c) You acknowledge that you have no right to use or occupy the Land unless and until the licence is issued to you under this offer.

Freedom of Information

Personal information is collected under the Land Act for the purpose of administering Crown land. Information on your application, and if issued, your tenure, will become part of the Crown Land Registry, from which information is routinely made available to the public under freedom of information legislation.

Yours truly,

[Signature]

Authorized representative
Ministry of Forests, Lands and Natural Resource Operations
441 Columbia Street
Kamloops, BC V2C 2T3

Dear Bal Ziegelmann:

Re: Application for licence

☐ I/We accept the offer of licence made to me/us by way of a letter dated November 23, 2011 from the Ministry of Forests, Lands and Natural Resource Operations and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.

☐ I/We do not accept the offer of licence made to me/us by way of a letter dated November 23, 2011 from the Ministry of Forests, Lands and Natural Resource Operations.

DATED the ___ of ____________, _____.
3.2 Electoral Area Directors Committee Recommendations of August 9, 2010:

It was moved and seconded:

1. Amendment to Add Patron Participation to a Food Primary Liquor License - Furry Creek Golf and Country Club
   
   THAT the Squamish Lil’ooet Board of Directors support the application to add a patron participation entertainment endorsement to the Food Primary liquor license, submitted by the Furry Creek Golf and Country Club, for the lands legally described as Block A, Exc Firstly Pt subdivided by Pl LMP35040 Secondly Pt subdivided by Pl BCP10356, DLs 1296, 1626, 1659, 1660, 1666, 1898 & 7799, Gp1, NWD, Pl LMP 13803, having considered the potential for noise, the impacts on the community, and whether the amendment may result in the establishment being operated in a manner that is contrary to its primary purpose, and having gathered and considered the views of residents, as presented in the August 9, 2010 Request for Decision (and Background Report).

   CARRIED

It was moved and seconded:


   THAT a notice on title be registered against Lots 11 and 12, Plan 20030, DL 1250, LLD as “the permit was not obtained or the inspection has not been satisfactorily completed” per Community Charter Section 57 (1) (b) (ii).

   CARRIED

It was moved and seconded:

3. Minto Communications Society – Leasing Crown Land

   THAT Staff work with Minto Communications Society regarding the SLRD leasing crown land for the society, and that Staff report back to the Board.

   CARRIED

4 Bylaws

4.1 Unweighted Corporate Vote

4.1.1 Bylaw 1153 - Electoral Area C Official Community Plan Bylaw No. 689, 1999 Amendment Bylaw No. 1153, 2009 - Molnar at Blackwater Creek Road, Area C

   It was moved and seconded:

   THAT Bylaw No. 1153, cited as “Electoral Area C Official Community Plan...
THIS AGREEMENT is dated for reference December 1, 2011 and is made under the Land Act.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the Land Act, Parliament Buildings, Victoria, British Columbia

(the “Province”)

AND:

SQUAMISH-LILLOOET REGIONAL DISTRICT
PO Box 219
1350 Aster St
Pemberton, BC V0N 2L0

(the “Licensee”)

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

“Affiliate” means, if you are a corporation, an affiliate of you within the meaning of section 1 of the Business Corporations Act;

“Agreement” means this licence of occupation;

“Certificate of Affiliation” means, if you are a corporation, a certificate signed by an officer or director of you as to the status of another corporation as an Affiliate, in a form acceptable to us;

“Commencement Date” means December 1, 2011;
"Communications Use" means a communications use, as that term is defined or used in our Communication Sites Policy in effect from time to time during the Term;

"disposition" has the meaning given to it in the Land Act and includes a licence of occupation;

"Fees" means the fees set out in Article 3;

"Improvements" means the civil infrastructure, that being any buildings, (including without limitation, temporary or portable buildings), towers, private roads, powerlines or other physical infrastructure located on the Land on the Commencement Date or constructed or placed on the Land during the Term and shown in the Site Plan, but does not include any chattels or the antenna, dishes or other communications equipment located on any building or tower on the Land;

"Land" means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled "Legal Description Schedule":

All that unsurveyed Crown land in the vicinity of Gun Lake, Lillooet District, containing 0.14 hectares, more or less,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the Transportation Act) and land covered by water;

"Management Plan" means, at any time during the Term, all of the following items which are then held on file by us:

(a) the Site Inventory;

(b) the Tower Profile;

(c) the Site Plan; and

(d) any photographs, documents or copies of documents required to be delivered by you to us as set out in Article 4;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;
“Site Inventory” means, at any time during the Term, the most recent inventory of the Communications Uses taking place on the Land prepared by you in a form acceptable to us and signed and dated by the parties;

“Site Plan” means, at any time during the Term, the most recent drawing containing both plan and cross-sectional views of all the Improvements on the Land, drawn to scale and indicating their dimensions, distance from one another, and distance from the boundaries of the Land, prepared in a form acceptable to us and signed and dated by the parties;

“Term” means the period of time set out in section 2.2;

“Tower Profile” means, at any time during the Term, the most recent cross-sectional drawing of all towers comprising part of the Improvements and all antennas, dishes and other communications equipment on the Land, in which drawing the Communications Uses from the Site Inventory must be cross-referenced to the depiction of the towers, antennas, dishes or other communications equipment, which drawing has been prepared by you in a form acceptable to us and signed and dated by the parties;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as “the parties”; and

“you” or “your” refers to the Licensee.

1.2 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.

1.3 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.

1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

1.5 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.

1.6 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.
1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

1.8 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.

1.9 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.

1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.

1.11 Time is of the essence of this Agreement.

1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

2.1 On the terms and conditions set out in this Agreement, we grant to you a licence of occupation of the Land to construct, maintain and use the Improvements and the antennas, dishes and other communications equipment on the Land for the Communications Uses described in the Site Inventory and shown in the Tower Profile and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.

2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEES

3.1 You will pay to us

(a) for the first year of the Term, Fees of $1.00, payable in advance on the Commencement
Date; and

(b) for each year during the remainder of the Term, the Fees either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.

3.2 We will, not later than 30 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Fees payable by you under section 3.1(b) for the subsequent year of the Term and we will establish such Fees in accordance with our policies applicable to your use of the Land under this Agreement.

3.3 If we do not give notice to you under section 3.2, the Fees payable by you under section 3.1(b) for the year for which notice was not given will be the same as the Fees payable by you for the preceding year of the Term.

3.4 If during the period commencing 120 days prior to the last year of the Term and ending on the last day of the Term any use of the Improvements or the antennas, dishes and other communications equipment on the Land commences or ceases in accordance with section 4.5, you will give notice to us of such change in accordance with section 4.5(e) and the parties will adjust the Fees for the last year of the Term by making, on or before the last day of the Term, the payments required between the parties as determined by us in our sole discretion. The phrase “last year of the Term” as used in this section includes, without limitation, the year prior to the date on which this Agreement terminates through any means.

ARTICLE 4 - COVENANTS

4.1 You must

(a) pay, when due,

(i) the Fees to us at the address set out in Article 10,
(ii) the Realty Taxes, and
(iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;

(b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;

(c) observe, abide by and comply with

(i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any

COMMUNICATION SITES LICENCE - MP
government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and

(ii) the provisions of this Agreement;

(d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

(e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;

(f) use and occupy the Land only for the Communications Uses identified in the Management Plan;

(g) not construct, place or affix any Improvement on or to the Land other than those depicted in the Management Plan;

(h) not locate any antennas, dishes or other communications equipment on the Land other than on a building or tower depicted in the Management Plan or with our prior written consent;

(i) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the Builders Lien Act;

(j) if any claim of lien over the Land is made under the Builders Lien Act for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

(k) not cut or remove timber on or from the Land without

(i) our prior written consent, and

(ii) being granted the right under the Forest Act to harvest Crown timber on the Land;

(l) provide the following to us, within 30 days of receiving a request from us for any or all of them,
(i) Certificates of Affiliation for any Affiliate using the Land for a Communications Use permitted under section 4.5,

(ii) copies of radio licenses (including amendments to them) which relate to Communications Uses of the Land under this Agreement,

(iii) photographs of the Land and the Improvements that you took during your most recent visit to the Land, and;

(iv) copies of all subtenure agreements entered into by you which permit other persons, including without limitation Affiliates, to use the Land;

(m) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the Heritage Conservation Act;

(n) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;

(o) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of

(i) your breach, violation or nonperformance of a provision of this Agreement, and

(ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

(p) on the termination of this Agreement,

(i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,

(ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
(iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),

(iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and

(v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 Except as permitted under section 4.5 or 4.7, you must not, without our prior written consent

(a) use or permit others to use the Land for any use other than for a Communications Use;

or

(b) materially change or add to the Improvements.

4.3 We may, in addition to imposing other reasonable requirements as conditions which must be satisfied before we grant our consent under section 4.2, require you to:

(a) submit to us for approval a proposed Site Plan to replace that which is then part of the Management Plan, which proposed Site Plan must take into account the proposed new use of the Land and the proposed change or addition to the Improvements;

(b) advertise, in the manner required by us, your proposed new use of the Land or proposed change or addition to the Improvements;

(c) refer, for comment, your proposed new use of the Land or proposed change or addition to the Improvements to those other government ministries, agencies, departments, local governments and others specified by us, and when such comments are received, provide such comments to us; and

(d) enter into such amendments to this Agreement, including without limitation to Article 3, as we reasonably determine are necessary.

4.4 We will sign the proposed Site Plan submitted under section 4.3 if and when we grant our...
consent under section 4.2.

4.5 Despite subsections 4.1(f) and (h) and section 7.1, you may

(a) use or permit others to use the Improvements or the antennas, dishes or other communications equipment on the Land for a Communications Use other than one identified in the Management Plan,

(b) install and use or permit others to install and use additional antennas, dishes or other communications equipment on the Land, or

(c) cease using or permit others to cease using the Improvements or the antennas, dishes or other communications equipment on the Land for a Communications Use identified in the Management Plan,

but only if

(d) such use or cessation of use does not materially change the Improvements or create additional Improvements, and

(e) not less than 120 days prior to the next anniversary of the Commencement Date after the use begins or ceases (or if there is less than 120 days between such use beginning or ceasing and the next anniversary of the Commencement Date, not less than 120 days prior to the next anniversary of the Commencement Date in respect of which 120 days notice may be provided), you deliver to us written notice of the such use beginning or ceasing, which notice must include

(i) a proposed Site Inventory to replace the one which is then part of the Management Plan,

(ii) a proposed Tower Profile to replace the one which is then part of the Management Plan, which proposed Tower Profile cross-references the Communications Uses specified in the proposed Site Inventory referred to in paragraph (i), and

(iii) if a person permitted to begin using the Improvements or the antennas, dishes or other communications equipment on the Land is an Affiliate, a Certificate of Affiliation for such person.

4.6 We will sign the proposed Site Inventory and Tower Profile submitted under section 4.5 if you have complied with section 4.5 and are not in default of this Agreement. These documents will not constitute the Site Inventory or Tower Profile under this Agreement unless and until the parties have signed and dated them.
4.7 Without affecting the requirements of sections 4.2 and 4.3, we may, at your request, prior to completing the process contemplated by section 4.3, grant our conditional consent to a proposed change to or creation of an addition to the Improvements if the proposed change or addition is, in our opinion, of a minor nature and unlikely to be opposed by the entities referred to in section 4.3(c), provided that in those circumstances, such conditional consent may be withdrawn by us, in our sole discretion, if the referrals and advertising referred to in section 4.3 result in a decision by us to take such action.

4.8 If a conditional consent granted by us under section 4.7 is withdrawn, you must, within 120 days of such withdrawal, remove from the Land any Improvements made or antennas, dishes or other communications equipment added under such conditional consent and restore the Land and the Improvements to the condition which existed prior to the granting of such conditional consent, provided that if such removal and restoration reasonably require more than 120 days to complete, you will be deemed to be in compliance with this section if you commence such removal and restoration within such 120 day period and diligently complete them within a reasonable period of time.

4.9 If we doubt the consistency of the Management Plan with your actual use of the Land under this Agreement, you must upon our written request made to you not more than once a year, offer to provide transportation for us to the Land, at your expense, at such times during the Term when you are travelling to the Land to maintain any part of the Improvements or antennas, dishes or other communications equipment on the Land. We understand that if such transportation involves air travel, it will be provided from the public airport that is both closest to the Land and accessible by public highway, unless the parties agree to it being provided from another location.

4.10 If a person who is permitted by you to use the Improvements or the antennas, dishes or other communications equipment on the Land for a Communications Use becomes an Affiliate, or having been an Affiliate, ceases to be an Affiliate, you must, within 30 days of such change in status, deliver to us written notice of such change and of the date such change occurred, together with, in the case of a person becoming an Affiliate, a Certificate of Affiliation for such person.

4.11 You will not permit any person to do anything you are restricted from doing under this Article.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

(a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(b) this Agreement is subject to
(i) all subsisting dispositions and subsisting grants to or rights of any person made
or acquired under the Coal Act, Forest Act, Mineral Tenure Act, Petroleum and
Natural Gas Act, Range Act, Wildlife Act or Water Act, or any extension or
renewal of the same, whether or not you have actual notice of them, and

(ii) the exceptions and reservations of interests, rights, privileges and titles referred
to in section 50 of the Land Act;

(c) without limiting subsection 4.1(o), you must indemnify and save us and our servants,
employees and agents harmless from and against all claims, actions, causes of action,
losses, damages, costs and liabilities, including fees of solicitors and other professional
advisors, arising out of any conflict between your rights under this Agreement and the
rights of any person under a disposition or under a subsisting grant to or right of any
person made or acquired under the Coal Act, Forest Act, Mineral Tenure Act, Petroleum
and Natural Gas Act, Range Act, Wildlife Act or Water Act (or any prior or subsequent
enactment of the Province of British Columbia of like effect), or any extension or
renewal of the same, whether or not you have actual notice of them, and the amount of
all such losses, damages, costs and liabilities will be payable to us immediately upon
demand;

(d) you release us from all claims, actions, causes of action, suits, debts and demands that
you now have or may at any time in the future have against us arising out of any
conflict between your rights under this Agreement and the rights of any person under a
disposition or under a subsisting grant to or right made or acquired under the
enactments referred to in subsection (c), and you acknowledge that this Agreement and
your rights under this Agreement are subject to those grants and rights referred to in
subsection (c) whether or not you have actual notice of them.

(e) we may make other dispositions of or over the Land;

(f) you will make no claim for compensation, in damages or otherwise, in respect of a
disposition made under subsection (e), where such disposition does not materially affect
the exercise of your rights under this Agreement;

(g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out
of any lawful interference with your rights under this Agreement as a result of the
exercise or operation of the interests, rights, privileges and titles reserved to us in
subsections (b) and (e) will be borne solely by you;

(h) you will not commence or maintain proceedings under section 65 of the Land Act in
respect of any lawful interference with your rights under this Agreement that arises as a
result of the exercise of operation of the interests, rights, privileges and titles described
in subsections (b) and (e);
(i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;

(j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(p)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(p)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(p)(iii); and

(k) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us security in the amount of $0.00 which will

(a) guarantee the performance of your obligations under this Agreement;

(b) be in the form required by us; and

(c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to
(a) change the form or amount of the Security; and

(b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

(a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:

   (i) Commercial General Liability insurance in an amount of not less than $2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;

(b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;

(c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed “Province of British Columbia Certificate of Insurance”;

(d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed “Province of British Columbia Certificate of Insurance”;

(e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

(a) change the amount of insurance set out in subsection 6.6(a); and

(b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;
and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed “Province of British Columbia Certificate of Insurance” for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

6.10 Despite sections 6.6 and 6.7, your obligations under those sections are suspended for so long as we in our sole discretion acknowledge our acceptance to you in writing your alternative risk financing program in respect of the matters covered by those sections.

If, in our sole discretion, your alternative risk financing program in respect of the matters covered by sections 6.6 and 6.7 is no longer acceptable to us, we will provide written notice to you and you must, within 60 days of such notice, obtain and provide to us evidence of compliance with section 6.6 of this Agreement.

ARTICLE 7 - ASSIGNMENT

7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or, except in accordance with section 4.5 or 4.7, permit any person to use or occupy the Land, without our prior written consent, which consent we will not unreasonably withhold.

7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the Business Corporations Act) will be deemed to be a transfer of this Agreement.

7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.

7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a “site profile”, “preliminary site investigation” or “detailed site investigation” (as those terms are defined in the Environmental Management Act) for the Land or other similar type of investigation of the Land.

7.5 We may, in addition to imposing other reasonable requirements as conditions which must be satisfied before we grant our consent under section 7.1, require you to:

(a) submit to us for approval an amended Management Plan, including without limitation a
proposed Site Inventory and a proposed Tower Profile to replace those which are then part of the Management Plan;

(b) advertise, in the manner we require, the amendments to the Management Plan proposed under subsection (a);

(c) refer, for comment, the amendments to the Management Plan proposed under subsection (a) to those government ministries, agencies, departments, local governments and others specified by us and, when such comments are received, provide such comments to us;

(d) enter into such amendments to this Agreement, including without limitation to Article 3 and the Management Plan, as we reasonably determine are necessary; and

(e) provide to us copies of all subtenure agreements entered into by you which permit other persons, including without limitation Affiliates, to use the Land.

7.6 You acknowledge that we will require a reasonable period of time to consider requests for our consent under section 7.1, and in particular, to consider comments received as a result of the referrals and advertising referred to in section 7.5.

7.7 We will sign the proposed Site Inventory and the proposed Tower Profile submitted under section 7.5 if and when we grant our consent under section 7.1. These documents will not constitute the Site Inventory or Tower Profile under this Agreement unless and until the parties have signed and dated them.

ARTICLE 8 - TERMINATION

8.1 You agree with us that

(a) if you

   (i) default in the payment of any money payable by you under this Agreement, or

   (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

(b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
(c) if you

(i) become insolvent or make an assignment for the general benefit of your creditors,

(ii) commit an act which entitles a person to take action under the Bankruptcy and Insolvency Act (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or

(iii) voluntarily enter into an arrangement with your creditors;

(d) if you are a corporation,

(i) a receiver or receiver-manager is appointed to administer or carry on your business, or

(ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;

(e) if you are a society, you convert into a company in accordance with the Society Act without our prior written consent;

(f) if this Agreement is taken in execution or attachment by any person; or

(g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 180 days’ written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

(a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
8.4 You may, if you are not in default of this Agreement and you provide 180 days written notice to us, terminate this Agreement, but despite such notice of termination, your obligation to pay Fees continues up to and including the date of termination.

ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the Commercial Arbitration Act.

9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.

9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.

9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

10.1 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 us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
441 Columbia Street
Kamloops, BC V2C 2T3;

to you
SQUAMISH-LILLOOET REGIONAL DISTRICT
PO Box 219
1350 Aster St
Pemberton, BC V0N 2L0;

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.

10.2 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 10.1.

10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

11.1 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.

11.2 No remedy conferred upon or reserved to us 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.

11.3 The grant of a sublicence, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicence, assignment or transfer of this Agreement.

11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.

11.5 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 your reasonable control, other than normal weather conditions, you are delayed in performing any of your 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 so long as

(a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and

(b) you diligently attempt to remove the delay.

11.6 You agree with us that

(a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and

(b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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 Land Act
or the minister's authorized representative

Minister responsible for the Land Act
or the minister's authorized representative
SIGNED on behalf of SQUAMISH-LILLOOET REGIONAL DISTRICT
by its authorized signatories

Authorized Signatory

Authorized Signatory
All that unsurveyed Crown land in the vicinity of Gun Lake, Lilooet District, containing 0.14 hectares more or less.
TENURE OFFER

November 23, 2011

SQUAMISH-LILLOOET REGIONAL DISTRICT
PO Box 219
1350 Aster St
Pemberton, BC V0N 2L0

Attention: Peter DeJong, Risk Management & Transportation Coordinator

Re: Your Application for a Tenure over Crown Land

Your application for a licence for telecommunication works purposes over:

That part of the surface of District Lot 3091, Lillooet District, known as the Invincible Mineral Claim, containing 0.140 hectares, more or less

(the "Land") has been accepted by us subject to fulfillment of certain requirements. Accordingly, we are offering to you a licence on the terms and conditions set out in this letter.

Please be aware that you are required under this licence to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority which in any way affects your use and occupation of the Crown land and any improvements made to that land. If you have any concerns or questions regarding any such laws, bylaws, orders, directions, ordinances and regulations you are encouraged to seek legal advice.

Deadline for Your Acceptance of this Offer

This offer may be accepted by you on or before January 23, 2012 (unless this deadline is extended in writing by us). To accept this offer, you must complete and return to us the enclosed acceptance page by that time. If you do not wish to accept
this offer, please check the applicable box on the acceptance page and sign and return the page to us so that we may record your rejection of our offer.

1. Conditions of Offer

Enclosed are two copies of your licence. If you accept this offer by returning the acceptance page to us within the time set out above, you must then execute and return these documents to us on or before January 23, 2012 together with all of the following:

Insurance

We confirm receipt from you of evidence of an Alternative Risk Financing Program. Upon request, you must submit to our office proof of continuation of your Alternative Risk Financing Program.

Council Resolution

Council resolution must be passed by the Council to acquire the Land. The resolution that was provided to Front Counter BC as part of the application is insufficient, copy attached.

The Council resolution must indicate that the Council will agree to acquire the Lease from the Province over the land "All that unsurveyed Crown land in the vicinity of Gun Lake, Lillooet District, containing 0.14 hectares, more or less, for the purposes of telecommunication works."

This Council resolution must be received by this office on or before January 23, 2012.

The enclosed tenure documents must both be signed in the spaces provided on the signature page by persons authorized to sign on behalf of the municipality. Return both copies to us.

If you sign the licence documents and return them to us on or before January 23, 2012 (unless this deadline is extended in writing by us), together with each of the items listed in this section, the licence documents will be signed on behalf of the Province. We will then return an executed copy of the licence to you. If the licence documents and each of the items listed in this section are not returned to us on or before January 23, 2012, we will be under no further obligation to issue the licence to you and this offer will terminate.

2. Acknowledgments of the Applicant

By accepting this offer, you agree that:

(a) This offer cannot be transferred to another person.
(b) This offer and the licence do not guarantee that
   (i) the Land is suitable for your proposed use,
   (ii) the Land can be built on,
   (iii) there is access to the Land, or
   (iv) the Land is not susceptible to flooding or erosion.

(c) This offer will survive the signing and issuance of the licence but if any contradiction exists between the terms of this offer and the licence, the terms of the licence will prevail.

(d) This offer does not give you any right to use or occupy the Land for any purpose.

(e) Under the Land Act, this offer is not binding upon the Province until the licence is signed by the Province.

(f) Time is of the essence in this offer.

3. Your Representations

By accepting this offer, you confirm that:

(a) You (or your authorized representative) have inspected the Land and are fully aware of its condition.

(b) You have knowledge of all municipal and regional bylaws regulating the use and development of the Land.

(c) You acknowledge that you have no right to use or occupy the Land unless and until the licence is issued to you under this offer.

Freedom of Information

Personal information is collected under the Land Act for the purpose of administering Crown land. Information on your application, and if issued, your tenure, will become part of the Crown Land Registry, from which information is routinely made available to the public under freedom of information legislation.

Yours truly,

[Signature]

Authorized representative
Dear Bal Ziegelmann:

Re: Application for licence

☐ I/We accept the offer of licence made to me/us by way of a letter dated November 23, 2011 from the Ministry of Forests, Lands and Natural Resource Operations and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.

☐ I/We do not accept the offer of licence made to me/us by way of a letter dated November 23, 2011 from the Ministry of Forests, Lands and Natural Resource Operations.

DATED the _____ of _____________, ____.

Applicant's signature/Applicant's representative's signature

Applicant's signature/Applicant's representative's signature

Print name of person signing

Print name of person signing
3.2 Electoral Area Directors Committee Recommendations of August 9, 2010:

It was moved and seconded:

1. Amendment to Add Patron Participation to a Food Primary Liquor License - Furry Creek Golf and Country Club
   THAT the Squamish Lillooet Board of Directors support the application to add a patron participation entertainment endorsement to the Food Primary liquor license, submitted by the Furry Creek Golf and Country Club, for the lands legally described as Block A, Exc. Firstly Pt subdivided by PI LMP35040 Secondly Pt subdivided by PI BCP10356, DLs 1298, 1626, 1659, 1660, 1666, 1898 & 7799, Gp1, NWD, PI LMP 13803, having considered the potential for noise, the impacts on the community, and whether the amendment may result in the establishment being operated in a manner that is contrary to its primary purpose, and having gathered and considered the views of residents, as presented in the August 9, 2010 Request for Decision (and Background Report).

   CARRIED

It was moved and seconded:

2. Stop Work Notice — #195: Darrell White - Lot 12, DL 1250, PL 20030, LLD; Daniel Beland - Lot 11, DL 1250, PL 20030, LLD: 9254 & 9256 Pemberton Portage Road, Birken
   THAT a notice on title be registered against Lots 11 and 12, Plan 20030, DL1250, LLD as “the permit was not obtained or the inspection has not been satisfactorily completed” per Community Charter Section 57 (1) (b) (ii).

   CARRIED

It was moved and seconded:

3. Minto Communications Society – Leasing Crown Land
   THAT Staff work with Minto Communications Society regarding the SLRD leasing crown land for the society, and that Staff report back to the Board.

   CARRIED

4 Bylaws

4.1 Unweighted Corporate Vote

4.1.1 Bylaw 1153 - Electoral Area C Official Community Plan Bylaw No. 689, 1999 Amendment Bylaw No. 1153, 2009 - Molnar at Blackwater Creek Road, Area C

   It was moved and seconded:

   THAT Bylaw No. 1153, cited as “Electoral Area C Official Community Plan
THIS AGREEMENT is dated for reference December 1, 2011 and is made under the Land Act.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the Land Act, Parliament Buildings, Victoria, British Columbia

(the “Province”)

AND:

SQUAMISH-LILLOOET REGIONAL DISTRICT
PO Box 219
1350 Aster St
Pemberton, BC V0N 2L0

(the “Licensee”)

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

“Affiliate” means, if you are a corporation, an affiliate of you within the meaning of section 1 of the Business Corporations Act;

“Agreement” means this licence of occupation;

“Certificate of Affiliation” means, if you are a corporation, a certificate signed by an officer or director of you as to the status of another corporation as an Affiliate, in a form acceptable to us;

“Commencement Date” means December 1, 2011;
"Communications Use" means a communications use, as that term is defined or used in our Communication Sites Policy in effect from time to time during the Term;

"disposition" has the meaning given to it in the Land Act and includes a licence of occupation;

"Fees" means the fees set out in Article 3;

"Improvements" means the civil infrastructure, that being any buildings, (including without limitation, temporary or portable buildings), towers, private roads, powerlines or other physical infrastructure located on the Land on the Commencement Date or constructed or placed on the Land during the Term and shown in the Site Plan, but does not include any chattels or the antenna, dishes or other communications equipment located on any building or tower on the Land;

"Land" means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

That part of the surface of District Lot 3091, Lillooet District, known as the Invincible Mineral Claim, containing 0.140 hectares, more or less,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the Transportation Act) and land covered by water;

"Management Plan" means, at any time during the Term, all of the following items which are then held on file by us:

(a) the Site Inventory;

(b) the Tower Profile;

(c) the Site Plan; and

(d) any photographs, documents or copies of documents required to be delivered by you to us as set out in Article 4;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;
"Site Inventory" means, at any time during the Term, the most recent inventory of the Communications Uses taking place on the Land prepared by you in a form acceptable to us and signed and dated by the parties;

"Site Plan" means, at any time during the Term, the most recent drawing containing both plan and cross-sectional views of all the Improvements on the Land, drawn to scale and indicating their dimensions, distances from one another, and distance from the boundaries of the Land, prepared in a form acceptable to us and signed and dated by the parties;

"Term" means the period of time set out in section 2.2;

"Tower Profile" means, at any time during the Term, the most recent cross-sectional drawing of all towers comprising part of the Improvements and all antennas, dishes and other communications equipment on the Land, in which drawing the Communications Uses from the Site Inventory must be cross-referenced to the depiction of the towers, antennas, dishes or other communications equipment, which drawing has been prepared by you in a form acceptable to us and signed and dated by the parties;

"we", "us" or "our" refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as "the parties"; and

"you" or "your" refers to the Licensee.

1.2 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.

1.3 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.

1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

1.5 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.

1.6 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.
1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

1.8 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.

1.9 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.

1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.

1.11 Time is of the essence of this Agreement.

1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

2.1 On the terms and conditions set out in this Agreement, we grant to you a licence of occupation of the Land to construct, maintain and use the Improvements and the antennas, dishes and other communications equipment on the Land for the Communications Uses described in the Site Inventory and shown in the Tower Profile and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.

2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEES

3.1 You will pay to us

(a) for the first year of the Term, Fees of $1.00, payable in advance on the Commencement
for each year during the remainder of the Term, the Fees either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.

3.2 We will, not later than 30 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Fees payable by you under section 3.1(b) for the subsequent year of the Term and we will establish such Fees in accordance with our policies applicable to your use of the Land under this Agreement.

3.3 If we do not give notice to you under section 3.2, the Fees payable by you under section 3.1(b) for the year for which notice was not given will be the same as the Fees payable by you for the preceding year of the Term.

3.4 If during the period commencing 120 days prior to the last year of the Term and ending on the last day of the Term any use of the Improvements or the antennas, dishes and other communications equipment on the Land commences or ceases in accordance with section 4.5, you will give notice to us of such change in accordance with section 4.5(e) and the parties will adjust the Fees for the last year of the Term by making, on or before the last day of the Term, the payments required between the parties as determined by us in our sole discretion. The phrase “last year of the Term” as used in this section includes, without limitation, the year prior to the date on which this Agreement terminates through any means.

ARTICLE 4 - COVENANTS

4.1 You must

(a) pay, when due,

(i) the Fees to us at the address set out in Article 10,

(ii) the Realty Taxes, and

(iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;

(b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;

(c) observe, abide by and comply with

(i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any
government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and

(ii) the provisions of this Agreement;

(d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

(e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;

(f) use and occupy the Land only for the Communications Uses identified in the Management Plan;

(g) not construct, place or affix any Improvement on or to the Land other than those depicted in the Management Plan;

(h) not locate any antennas, dishes or other communications equipment on the Land other than on a building or tower depicted in the Management Plan or with our prior written consent;

(i) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the Builders Lien Act;

(j) if any claim of lien over the Land is made under the Builders Lien Act for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

(k) not cut or remove timber on or from the Land without

(i) our prior written consent, and

(ii) being granted the right under the Forest Act to harvest Crown timber on the Land;

(l) provide the following to us, within 30 days of receiving a request from us for any or all of them,
(i) Certificates of Affiliation for any Affiliate using the Land for a Communications Use permitted under section 4.5,

(ii) copies of radio licenses (including amendments to them) which relate to Communications Uses of the Land under this Agreement,

(iii) photographs of the Land and the Improvements that you took during your most recent visit to the Land, and;

(iv) copies of all subtenure agreements entered into by you which permit other persons, including without limitation Affiliates, to use the Land;

(m) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;

(n) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;

(o) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of

(i) your breach, violation or nonperformance of a provision of this Agreement, and

(ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

(p) on the termination of this Agreement,

(i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,

(ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
(iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),

(iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and

(v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 Except as permitted under section 4.5 or 4.7, you must not, without our prior written consent

(a) use or permit others to use the Land for any use other than for a Communications Use;

or

(b) materially change or add to the Improvements.

4.3 We may, in addition to imposing other reasonable requirements as conditions which must be satisfied before we grant our consent under section 4.2, require you to:

(a) submit to us for approval a proposed Site Plan to replace that which is then part of the Management Plan, which proposed Site Plan must take into account the proposed new use of the Land and the proposed change or addition to the Improvements;

(b) advertise, in the manner required by us, your proposed new use of the Land or proposed change or addition to the Improvements;

(c) refer, for comment, your proposed new use of the Land or proposed change or addition to the Improvements to those other government ministries, agencies, departments, local governments and others specified by us, and when such comments are received, provide such comments to us; and

(d) enter into such amendments to this Agreement, including without limitation to Article 3, as we reasonably determine are necessary.

4.4 We will sign the proposed Site Plan submitted under section 4.3 if and when we grant our
4.5 Despite subsections 4.1(f) and (h) and section 7.1, you may

(a) use or permit others to use the Improvements or the antennas, dishes or other communications equipment on the Land for a Communications Use other than one identified in the Management Plan,

(b) install and use or permit others to install and use additional antennas, dishes or other communications equipment on the Land, or

(c) cease using or permit others to cease using the Improvements or the antennas, dishes or other communications equipment on the Land for a Communications Use identified in the Management Plan,

but only if

(d) such use or cessation of use does not materially change the Improvements or create additional Improvements, and

(e) not less than 120 days prior to the next anniversary of the Commencement Date after the use begins or ceases (or if there is less than 120 days between such use beginning or ceasing and the next anniversary of the Commencement Date, not less than 120 days prior to the next anniversary of the Commencement Date in respect of which 120 days notice may be provided), you deliver to us written notice of the such use beginning or ceasing, which notice must include

(i) a proposed Site Inventory to replace the one which is then part of the Management Plan,

(ii) a proposed Tower Profile to replace the one which is then part of the Management Plan, which proposed Tower Profile cross-references the Communications Uses specified in the proposed Site Inventory referred to in paragraph (i), and

(iii) if a person permitted to begin using the Improvements or the antennas, dishes or other communications equipment on the Land is an Affiliate, a Certificate of Affiliation for such person.

4.6 We will sign the proposed Site Inventory and Tower Profile submitted under section 4.5 if you have complied with section 4.5 and are not in default of this Agreement. These documents will not constitute the Site Inventory or Tower Profile under this Agreement unless and until the parties have signed and dated them.
Without affecting the requirements of sections 4.2 and 4.3, we may, at your request, prior to completing the process contemplated by section 4.3, grant our conditional consent to a proposed change to or creation of an addition to the Improvements if the proposed change or addition is, in our opinion, of a minor nature and unlikely to be opposed by the entities referred to in section 4.3(c), provided that in those circumstances, such conditional consent may be withdrawn by us, in our sole discretion, if the referrals and advertising referred to in section 4.3 result in a decision by us to take such action.

If a conditional consent granted by us under section 4.7 is withdrawn, you must, within 120 days of such withdrawal, remove from the Land any Improvements made or antennas, dishes or other communications equipment added under such conditional consent and restore the Land and the Improvements to the condition which existed prior to the granting of such conditional consent, provided that if such removal and restoration reasonably require more than 120 days to complete, you will be deemed to be in compliance with this section if you commence such removal and restoration within such 120 day period and diligently complete them within a reasonable period of time.

If we doubt the consistency of the Management Plan with your actual use of the Land under this Agreement, you must upon our written request made to you not more than once a year, offer to provide transportation for us to the Land, at your expense, at such times during the Term when you are travelling to the Land to maintain any part of the Improvements or antennas, dishes or other communications equipment on the Land. We understand that if such transportation involves air travel, it will be provided from the public airport that is both closest to the Land and accessible by public highway, unless the parties agree to it being provided from another location.

If a person who is permitted by you to use the Improvements or the antennas, dishes or other communications equipment on the Land for a Communications Use becomes an Affiliate, or having been an Affiliate, ceases to be an Affiliate, you must, within 30 days of such change in status, deliver to us written notice of such change and of the date such change occurred, together with, in the case of a person becoming an Affiliate, a Certificate of Affiliation for such person.

You will not permit any person to do anything you are restricted from doing under this Article.

ARTICLE 5 - LIMITATIONS

You agree with us that

(a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(b) this Agreement is subject to
(i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act, or any extension or renewal of the same, whether or not you have actual notice of them, and

(ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the Land Act;

(c) without limiting subsection 4.1(o), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act or any prior or subsequent enactment of the Province of British Columbia or like effect, or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;

(d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.

(e) we may make other dispositions of or over the Land;

(f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;

(g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;

(h) you will not commence or maintain proceedings under section 65 of the Land Act in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
(i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;

(j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(p)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(p)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(p)(iii); and

(k) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us security in the amount of $0.00 which will

(a) guarantee the performance of your obligations under this Agreement;

(b) be in the form required by us; and

(c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to
(a) change the form or amount of the Security; and

(b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

(a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:

(i) Commercial General Liability insurance in an amount of not less than $2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;

(b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;

(c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed “Province of British Columbia Certificate of Insurance”;

(d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed “Province of British Columbia Certificate of Insurance”;

(e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

(a) change the amount of insurance set out in subsection 6.6(a); and

(b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement:
and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed “Province of British Columbia Certificate of Insurance” for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

6.10 Despite sections 6.6 and 6.7, your obligations under those sections are suspended for so long as we in our sole discretion acknowledge our acceptance to you in writing your alternative risk financing program in respect of the matters covered by those sections.

If, in our sole discretion, your alternative risk financing program in respect of the matters covered by sections 6.6 and 6.7 is no longer acceptable to us, we will provide written notice to you and you must, within 60 days of such notice, obtain and provide to us evidence of compliance with section 6.6 of this Agreement.

ARTICLE 7 - ASSIGNMENT

7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or, except in accordance with section 4.5 or 4.7, permit any person to use or occupy the Land, without our prior written consent, which consent we will not unreasonably withhold.

7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the Business Corporations Act) will be deemed to be a transfer of this Agreement.

7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.

7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a “site profile”, “preliminary site investigation” or “detailed site investigation” (as those terms are defined in the Environmental Management Act) for the Land or other similar type of investigation of the Land.

7.5 We may, in addition to imposing other reasonable requirements as conditions which must be satisfied before we grant our consent under section 7.1, require you to:

(a) submit to us for approval an amended Management Plan, including without limitation a
proposed Site Inventory and a proposed Tower Profile to replace those which are then part of the Management Plan;

(b) advertise, in the manner we require, the amendments to the Management Plan proposed under subsection (a);

(c) refer, for comment, the amendments to the Management Plan proposed under subsection (a) to those government ministries, agencies, departments, local governments and others specified by us and, when such comments are received, provide such comments to us;

(d) enter into such amendments to this Agreement, including without limitation to Article 3 and the Management Plan, as we reasonably determine are necessary; and

(e) provide to us copies of all subtenure agreements entered into by you which permit other persons, including without limitation Affiliates, to use the Land.

7.6 You acknowledge that we will require a reasonable period of time to consider requests for our consent under section 7.1, and in particular, to consider comments received as a result of the referrals and advertising referred to in section 7.5.

7.7 We will sign the proposed Site Inventory and the proposed Tower Profile submitted under section 7.5 if and when we grant our consent under section 7.1. These documents will not constitute the Site Inventory or Tower Profile under this Agreement unless and until the parties have signed and dated them.

ARTICLE 8 - TERMINATION

8.1 You agree with us that

(a) if you

(i) default in the payment of any money payable by you under this Agreement, or

(ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

(b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
(c) if you

(i) become insolvent or make an assignment for the general benefit of your creditors,

(ii) commit an act which entitles a person to take action under the Bankruptcy and Insolvency Act (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or

(iii) voluntarily enter into an arrangement with your creditors;

(d) if you are a corporation,

(i) a receiver or receiver-manager is appointed to administer or carry on your business, or

(ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;

(e) if you are a society, you convert into a company in accordance with the Society Act without our prior written consent;

(f) if this Agreement is taken in execution or attachment by any person; or

(g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 180 days’ written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

(a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
(b) our remedies under this Article are in addition to those available to us under the *Land Act*.

8.4 You may, if you are not in default of this Agreement and you provide 180 days written notice to us, terminate this Agreement, but despite such notice of termination, your obligation to pay Fees continues up to and including the date of termination.

**ARTICLE 9 - DISPUTE RESOLUTION**

9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.

9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.

9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.

9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

**ARTICLE 10 - NOTICE**

10.1 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 us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
441 Columbia Street
Kamloops, BC  V2C 2T3;

to you
10.2 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 10.1.

10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

11.1 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.

11.2 No remedy conferred upon or reserved to us 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.

11.3 The grant of a sublicence, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicence, assignment or transfer of this Agreement.

11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.

11.5 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 your reasonable control, other than normal weather conditions, you are delayed in performing any of your 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 so long as

(a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and

(b) you diligently attempt to remove the delay.

11.6 You agree with us that

(a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and

(b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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 Land Act
or the minister's authorized representative

Minister responsible for the Land Act
or the minister's authorized representative
SIGNED on behalf of SQUAMISH-LILLOOET REGIONAL DISTRICT
by its authorized signatories

Authorized Signatory

Authorized Signatory
That part of the surface of District Lot 3091, Lillooet District, known as the Invincible Mineral Claim, containing 0.14 hectares, more or less.
To: Lynda Flynn, CAO  
From: Peter Duhaillt, Manager Recreation Services  
Date: November 21, 2011  
Re: FIRE INSPECTION REPORT – MEADOWS FACILITY

As a follow-up to my email report this weekend, please find attached the fire inspector’s report for the November 16, 2011 inspection of the Meadows Facility.

This whole facility was viewed in detail for the first time by the fire inspector. He has identified it non-compliance to the BC Fire Code. I have attached colour photos of the School District two (2) workshops and multiple storage areas.

1. SLRD is responsible for general care and maintenance of this structure.
2. SLRD is responsible for the life safety of all users within this facility.
3. SLRD is not accountable for the materials or care and maintenance of School District # 48 shops and storage areas.
   a. School District staff is utilizing their designated area of the facility for activities outside the scope of storage of school equipment. The following activities, as we are aware, have not received approval through the SLRD corporate office. These rooms are full – it looks like a hoarder’s dream space.
   b. Auto body restoration repairs, currently a circa 1967 Mustang is being restored using an oxy-acetylene torch.
   c. Custom window repair/manufacturing for busses and schools in Pemberton and Whistler area.
   d. Equipment storage for bus tires and tractor.
   e. Non-compliant or serviced fire extinguishers.
4. In my opinion, SLRD insurance coverage for this structure likely reflects policy coverage based on a building that meets a greater degree of compliance towards life safety issues and BC Fire Code.
5. SLRD will no longer have a caretaker suite in the building as of December 15, 2011 or earlier.

**Recreation Services Manager, Recommended Action:**

That, staff circulate this report first to PVUS and then to School District # 48.
Fire Marshall's Inspection Report - Meadows Facility; an...

PEMBERTON FIRE RESCUE
Pemberton
Box 100, 7400 Prospect Street, Pemberton V0N 2L0

Date of Inspection: November 1...
Inspector: Ben Hansler

Received By: 
Position: 

Phone #: 
Folio #: 
Reason: Routine

Address: 7567 Pemberton Meadows Road, 3
PEMBERTON 8

Property Name: Pemberton Meadows Community Centre

Property Owner: 

Occupancy: Recreation/Sports Complex - includes arena, indoor

Fire Officials do not have the legislative authority to grant time for compliance. Corrective action with respect to contraventions listed below is the responsibility of the owner and must commence immediately.

During an inspection of the above property, the following contraventions of the BC Fire Code (made under the Fire Services Act) were noted:

<table>
<thead>
<tr>
<th>Item Reference #</th>
<th>Details of Inspection</th>
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</table>
| 1 2.2.1.2.       | Damage to Fire Separations  
|                  | 1) Where fire separations are damaged so as to affect their integrity, they shall be repaired so that the integrity of the fire separation is maintained.  
|                  | All holes in ceiling tiles and walls must be repaired. |
| 2 2.7.1.1.       | Means of Egress  
|                  | 1) Means of egress shall be provided in buildings in conformance with the British Columbia Building Code.  
|                  | All exit doors must have a minimum of lever style door handles in low occupancy exits and panic hardware in high occupancy exits. |
| 3 6.2.1.1.       | Inspection, Testing and Maintenance  
|                  | 1) Portable extinguishers shall be inspected, tested and maintained in conformance with NFPA 10 “Portable Fire Extinguishers.” |
4 2.3.1.5. Combustible Materials Within Classrooms
1) Combustible materials such as teaching aids, notices and pupil work attached to walls or ceilings in school classrooms shall not exceed 20% of the area of such walls or ceilings.

Music room walls must have egg cartons removed from walls.

5 2.7.1.6. Maintenance
1) Means of egress shall be maintained in good repair and free of obstructions.

All exit doors must have self closing devices and latch in the closed position.

6 2.7.3.1. Installation and Maintenance
1) Exit lighting, exit signs and emergency lighting shall be provided in buildings in conformance with the British Columbia Building Code. (See Appendix A.)
2) Exit lighting and exit signs shall be illuminated during times when the building is occupied.
3) Emergency lighting shall be maintained in operating condition, in conformance with Section 6.

Exit lighting and exit signs shall be illuminated during times when the building is occupied.

7 2.6.1.9. Commercial Cooking Equipment
1) Commercial cooking equipment exhaust and fire protection systems shall be designed and installed in conformance with the British Columbia Building Code.
2) Except as required in Sentences (3) to (5), the use, inspection and maintenance of commercial cooking equipment exhaust and fire protection systems shall be in conformance with NFPA 96, “Ventilation Control and Fire Protection of Commercial Cooking Operations.”
3) Hoods, grease removal devices, fans, ducts, and other appurtenances shall be cleaned at frequent intervals to prevent surfaces from becoming heavily contaminated with grease or other residues. (See Appendix A.)
4) Flammable cleaning materials or solvents shall not be used for the cleaning of exhaust systems.
5) Instructions for manually operating the fire protection systems shall be posted conspicuously in the kitchen as part of the fire safety plan.
6) Commercial cooking equipment that is certified shall be installed and maintained in conformance with its certification.
7) Uncertified commercial cooking equipment shall be installed and maintained so as not to create a fire hazard.

Residential style range/oven is prohibited from assembly occupancies.
Proper venting required.
8 6.5.1.1. Inspection, Testing and Maintenance
1) Except as provided in Articles 6.5.1.2. to 6.5.1.5., emergency power systems shall be inspected, tested and maintained in conformance with CAN/CSA-C282, "Emergency Electrical Power Supply for Buildings."

All emergency light must have current and valid service records attached and be in good working order.

9 6.3.1.2. Inspection and Testing
1) Fire alarm systems shall be inspected and tested in conformance with CAN/ULC-S536, "Inspection and Testing of Fire Alarm Systems."
2) Fire alarm and detection system components shall be accessible for purposes of inspection or maintenance.

Entire fire alarm system needs to be inspected and tested to CAN/ULC-S536 standards and upgraded as required. Ensure that the SD48 portion of the building is also connected with the alarm panel and operating as intended.

10 4.2.2.1. Prohibited Locations
1) Flammable liquids or combustible liquids shall not be stored in or adjacent to exits, elevators or principal routes that provide access to exits.

Flammable liquids or combustible liquids shall not be stored in or adjacent to exits, elevators or principal routes that provide access to exits.

11 4.2.4.2. Maximum Quantities
1) Except as provided in Sentence (4) and in Articles 4.2.4.5. and 4.2.4.6., the maximum quantity of flammable liquid or combustible liquid stored in a building shall conform to Sentences (2) and (3).
2) When a single class of liquid is stored in a building, the total quantity of liquid shall not exceed
a) 30 L of Class I liquids,
b) 150 L of Class II liquids, or
c) 600 L of Class IIIA liquids.
3) When 2 or more classes of liquid are stored in the same building, the total quantity permitted for each class of liquid shall be calculated as follows:
where
qi = the actual quantity of Class I liquids present,
qii = the actual quantity of Class II liquids present,
qiii = the actual quantity of Class IIIA liquids present.
4) Quantities of flammable liquids or combustible liquids exceeding those permitted in Sentence (4) are permitted, provided they are kept
a) in storage cabinets conforming to Subsection 4.2.10., except that the total quantity of flammable liquids and combustible liquids stored in such cabinets shall not exceed the quantity permitted for
Fire Marshall’s Inspection Report - Meadows Facility; an...

Page 4 of Inspection Report dated Nov 16 11
7567 Pemberton Meadows Road, PEMBERTON

one cabinet, or
b) in a storage room conforming to Subsection 4.2.9. and having no openings that communicate directly with the public portions of the building.

Ensure total flammable and combustible liquid storage in entire building does not exceed the acceptable amounts.

12  2.7.1.6.  Maintenance
1) Means of egress shall be maintained in good repair and free of obstructions.

Rear exit halleway must be free from obstructions.

13  2.6.1.6.  Operation and Maintenance Procedures
1) Heating, ventilating and air-conditioning systems, including appliances, chimneys and flue pipe shall be operated and maintained so as not to create a hazardous condition.

All carbon must be removed from boiler room.

14  2.2.2.1.  Openings in Fire Separations
1) Openings in fire separations shall be protected with closures in conformance with the British Columbia Building Code.

Boiler room door must be fire rated.

15  2.7.1.6.  Maintenance
1) Means of egress shall be maintained in good repair and free of obstructions.

No exit door can be locked with a deadbolt.
No door can be lockable from the outside only.

16  2.7.1.6.  Maintenance
1) Means of egress shall be maintained in good repair and free of obstructions.

Old typing room exit to outside must have appropriate steps in place.

17  2.4.1.1.  Accumulation of Combustible Materials
(See also Sections 3.2 and 3.3.)
1) Combustible waste materials in and around buildings shall not be permitted to accumulate in quantities or locations that will constitute an undue fire hazard. (See Appendix A.)

Fire loads in old classroom and woodshop are excessive and need to be removed.
<table>
<thead>
<tr>
<th>No.</th>
<th>Action</th>
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| 18  | 2.4.7.1. Use and Maintenance  
1) Electrical installations shall be used and maintained so as not to constitute an undue fire hazard.  
All open junction boxes and bare wires must be secure so as to not create a fire hazard. Sd 48 side. |

FPO Ben Hansler

Please note that the above contraventions of the Fire Code constitute offences under the Fire Services Act and you are advised to take corrective action or risk prosecution.
Memo

To: Lynda Flynn, CAO
From: Peter Duhault, Manager Recreation Services
Date: 11/29/2011
Re: Meadows Mechanical Update – November 18, 2011

As a follow-up to our conversation from today and late yesterday, I wanted to leave you a brief summary of the current concerns at the Meadows Facility. This report is not a detailed accounting of the issues at the Meadows.

1. As of November 10, 2011 boiler #1 malfunctioned and is off-line and being repaired to a bare minimum to ensure there is heat in the building.

   a. This boiler #1 is on its last legs and will need to be replaced within the next six months. Temporary repair cost will be $3,500.00 at this time.

   b. Cost to replace and remove the boiler system will be approximately $70,000.00.

   c. Boiler #2 went off-line on November 14, 2011. This boiler blew a section of the boiler's water supply line. The boiler's water return line was repaired when we started the system up this fall.

   d. Today the Meadows septic field was overflowing as result of water flowing through the showers faucets. Faucets were not able to be shut-off.

   e. Water supply to the gymnasium change room/bathrooms has been turned off permanently and capped so that no one can connect water to this area and cause a flood accidentally.

   f. Every time we touch the water pipes to fix a repair it has resultant effect on another section of pipe immediately or within weeks. This is a direct result of repairs to the domestic water system pipes that feed the
water supply to the boilers. Repairs to brittle, thin-walled pipes and pin-
hold elbows are causing the ongoing chain reaction.

2. There appears to be a water leak underground from the road to the building. Excavation will be required to confirm this for a fact. This leak has been an ongoing issue. Change out of this supply line to the building will likely cause significant concerns to piping down-line once the system is recharged from the street. The current condition of the old pipes will likely not handle the increased pressure due to the worn thin-walled pipes, unions and elbows.

   a. Recommended a HOLD pattern on doing this work until a collective
decision is made on future of this building.

3. The Recreation Department is only taking tentative bookings for the 2012 season at the Meadows. Staff has been informed that no rental agreement is to be finalized for any space in this structure.

4. Annual fire inspection at the Meadows Facility was completed on November 16, 2011. The report is due mid next week. The report will identify concerns not previously addressed due to limited access to parts of the building. Access was gained to all areas of the building except for one storage room.

   a. All automatic doors closures need to be changed. $5,000.00
   b. Exterior Exit Doors will be required to change due to warping and inability to close properly. $7,500.00
   c. Fire Alarm panel. $12,500.00 – $15,000.00
   d. Emergency Lighting - Fire Extinguishers - $2,500.00
   e. Roof repairs for known leaks $750.00. Note: Walking on the roof will likely cause more leaks.
   f. Storage material in the hallway and school district rooms are a concern due to the volume and type of stored material. Chemical, gasses, glues and oil based products.
   g. The caretaker suite is non-compliant and must not be used for a residence. Inspector informed of cancellation of caretaker suite agreement that takes effect December 15, 2011.
   h. The fire inspector report will identify in greater detail the appropriate orders to be completed. Fire inspection orders previously issued and not complied with will be identified for immediate action.

   1. Fire Inspector’s report is due to me and copied to you by end of next week.
To:        Lynda Flynn, Chief Administration Officer  
From:    Peter Duhault, Manager Recreation Services  
Date:       1 December 2011  
Re:     2011 Community Recreation Program – Health Community Grant Opportunity

At a previous meeting of PVUS, the writer was requested to provide additional information for clarity on the projects proposed for submission to the 2011 Community Recreation Program - Health Community Grant.

It is the writer’s request to have a discussion with PVUS regarding their desired direction before completing the grant application so that staff can gather specific details of the identified project to coordinate stakeholder’s requirements and resolutions. Partnering with the School District on a new facility installation will be challenging for them to obtain Board approval prior to the grant application deadline of December 31, 2011, however, a field development grant is possible to deal with at a staff level.

**Options for Consideration and Discussion**

1. **Construction of a field house type of structure with School District #48 at Signal Hill.**
   
   a. Potential 70 x 150 feet pre-engineered structure with structural slab  
   b. Construction $125-$140 sq/ft – estimated cost $1,350,000 - $1,500,000  
   c. Equipment and floor covering extra.  
   d. Facility would be an open span structure with sport curtains to allow for multi-sport play  
      i. Indoor soccer, basketball, floor hockey, tennis, badminton and etc  
      ii. Sound proof curtain panel walls would be an additional cost to make trade show functional  

   **Benefits:**  
   - Partnerships agreements for shared costs and usage  
   - Community needs for sport, recreation and competition space for the school and community recreation needs can be met.  
   - Close to the ‘hub’ of community recreation

2. **Construction of a field house type of structure independently of School District #48.**
   
   a. Potential 70 x 150 feet pre-engineered structure with structural slab  
   b. Construction $125-$140 sq/ft – estimated cost $1,350,000 - $1,500,000  
   c. Equipment and floor covering extra.  
   d. Land acquisition $800,000 – (not approved for grant funds)
e. Facility would be an open span structure with sport curtains to allow for multi-sport play
   i. Indoor soccer, basketball, floor hockey, tennis, badminton and etc.
   ii. Sound proof curtain panel walls would be an additional cost to make trade show functional

Benefits:
- Community needs for sport, recreation and competition space can be met.
- Close to the ‘hub’ of community recreation and leisure
- Potential sub-lease of space to School District # 48 for daytime use
- A tradeshow and service club event venue potential

3. Construction of sport field and green space for outdoor activities.

a. Multi-sport field development north of the Skateboard Park to Poplar Street or land adjacent to Signal Hill School. Development of green space under the power lines to accommodate:
   i. soccer fields - 2 standard pitches or 4 training pitches.
   ii. trail and pathways and corridor connection
   iii. irrigated green space
   iv. enhanced bike park
   v. benches
   vi. enhanced lighting

--- AND ---

b. Multi-sport field and community park development at Gates Lake Community Project.
   i. 2 volleyball pitches
   ii. irrigated green space
   iii. lawn bowling green
   iv. amphitheatre style landscaping
   v. benches
   vi. functional sport surface footing and slab

Pemberton and Area Recreation Services working budget of $500,000 could give an outcome financially of:
- $125,000 for the Gates Lake Site
- $375,000 for the Village of Pemberton Site
  (An additional cost of $200,000 for fill may be required if the property adjacent to Signal Hill School is selected)
- With a $100,000 local government contribution (no gifts in kind) a $400,000 maximum grant opportunity is possible. This is an 80/20 funding opportunity.

Note: These projects can be submitted independently by the local authority. However, the grant application criteria appear to be encouraging wellness linkages in the community, by encouraging active healthy projects. This appears to be a key indicator as a good return on provincial investment on a community project.

Benefits:
- Community needs for sport and recreation fields improved and/or created in area.
- Close to the ‘hub’ of community recreation and leisure activities
4. Construction for an improved sport field at the Meadows/Pemberton Secondary School and Gates Lake site.

a. Improved multi-sport field at the Meadows site
   i. improved soccer field - 1 standard pitch or 3 training pitches
   ii. irrigated green space
   iii. benches
   iv. potential of enhanced lighting
   v. unobstructed green space for kite flying, paragliding, remote control toys

b. Multi-sport field and community park development at Gates Lake Community Project.
   i. 2 volleyball pitches
   ii. irrigated green space
   iii. lawn bowling green
   iv. amphitheatre style landscaped
   v. benches
   vi. functional sport surface footing and slab

Pemberton and Area Recreation Services working budget of $350,000 could give an outcome financially of:
- $125,000 for the Gates Lake Site
- $225,000 for the Meadows Site or Pemberton Secondary School
- With a $70,000 local government contribution (no gifts in kind) a $280,000 maximum grant opportunity may be possible. This is an 80/20 funding opportunity.

Benefits:
- Partnerships agreements for shared usage, water and electricity
- Improvement of a quality field meets community needs for sport, recreation and leisure space needs.
- No concerns regarding power line interference and youth development.

Recreation Services Manager, Recommended Action:

1. That, PVUS receive this report for information and discussion purposes and,

2. That, PVUS provide feedback on the direction they would like staff to proceed given limited grant funding and competition in the sea-to sky corridor and,

3. That, should PVUS decide to support a grant initiative, the application will require resolution by the local authorities having jurisdiction and 20% of the grant submission value be identified within the resolution and,

4. That, this resolution be completed by December 22, 2011 for submission to the Ministry of Community Sport and Cultural Development by no later than December 28, 2011 (grant application due date December 31, 2011).
Project Categories

Eligible projects include, but are not limited to:

- **Recreation and Sport Projects** – sports or indoor recreation infrastructure (See section 3.4 - excludes facilities used primarily by professional athletes), community recreation spaces, community gardens, fields, and parks.

- **Bike Paths** – capital projects that provide on-street cycling facilities.

- **Walkways** – capital projects that improve sidewalks or pedestrian crossings.

- **Greenways** – multi-use activity (i.e. walking, cycling and other recreational activities such as cross country skiing, jogging or in-line skating) trails. Rails to trails projects, which can provide tourism and economic opportunities, will also be considered.

- **Amenities** – vehicle parking for cyclists, bicycle lock-ups and storage, on road yarrows, changing facilities, signage, lighting, seating, water fountains, barriers from traffic, and enhancements to improve accessibility.

- **Capital projects that get children and youth playing again in our communities and parks** – provide access to schools, playgrounds, parks, natural areas, youth centres and other recreational centres.

Ineligible Projects

Projects will be deemed ineligible if:

- Construction has already begun prior to the submission of the application;
- The project is considered routine maintenance or repair;
- The project is submitted by an ineligible applicant (see section 2.1); or
- The project will be completed after March 31, 2015.
Eligible Costs

Eligible costs are defined as all direct costs properly and reasonably incurred and paid solely and specifically in relation to the project. Such costs would normally be capitalized in the records of the local government.

Eligible costs include:

- Design costs;
- Engineering costs;
- Construction costs;
- The use of a local government’s own workforce if used for project construction; and
- Other costs that, in the opinion of the Province, are considered to be direct and necessary for the successful implementation of the Project.

Committed engineering or design costs are eligible for reimbursement provided construction has not commenced.

Only those itemized project costs approved by the Province will be funded. Any grants that may be approved will be based on the net cost to the applicant; that is, net of contributions from other local governments, provincial agencies, or the federal government.

Ineligible Costs

Ineligible costs include:

- Administration or administrative overhead charges;
- Any costs that are not capitalized under PSAB 3150 (Tangible Capital Assets);
- Any equipment that is not permanently installed;
- The cost of any goods and services which are received through donations or in kind; and
- Land acquisition.
November 3, 2011

Dear Area C;

The Spirit of BC, Pemberton Committee is once again planning and preparing for the community's Winterfest Celebrations. The weekend of January 20th, 2011 marks Pemberton's seventh-year of Winterfest Celebrations! Through the planned events, Pemberton's Spirit of BC Committee, takes great pleasure in presenting a variety of events; the Polar Bear Plunge, Shinny hockey, public skating on One Mile Lake, Nordic sports, a youth video dance, a adult fun-dance party, Author readings at the Public Library and a Family Winter Carnival at the Pemberton Community Centre.

As in previous years, the goal is to entertain our community members and visitors to the Pemberton area by offering a variety of recreationally and sporting activities to people of all ages while charging a small fee to each of the events. Each year, more than 500 community members participant in the many events. This year, we expect even more with the newly added events planned.

To off-set some of the costs involved, again, this year the Spirit Committee requests financial commitment to Winterfest 2011 from Area C in the amount of $1,500.

Through your financial contribution, the Squamish Regional District's name and logo will appear in all our print materials...posters, website, newspaper ads; as well as signage at each of the Winterfest events.

Thank you for your consideration. If you have any questions, please feel free to contact us.

Sincerely;

Stephanie Nicoll, Chair, Winterfest Committee, snicoll@shaw.ca
Community Enhancement Fund
Grant Application

1. Name of Organization: Pemberton Arts Council

2. Type of Organization
   - □ Club
   - □ Society
   - □ Community User Group

3. Mailing Address:
   Box 1550 Pemberton BC V0N 2L0

4. Telephone: 604-452-0123 Fax: __________________ Email: info@pembertonartsCouncil.ca

5. Contact person: (Muddy) David Moldofsky

6. Amount of Grant requested:
   - up to $1000
   - $1001 - $5000 [✓]
   - $5001 and above

7. Purpose of Grant (Please provide a description of the project):
   The purpose of the grant is to finance the cost of converting the entire community centre for our MADE event. MADE is a one-day celebration of the arts where we turn the community centre into a feast for the senses.

8. Please list how this program will benefit the Community:
   MADE is an opportunity for the community to experience the artistic merits of Pemberton. It is a day-long event and so it is quite accessible. It encourages people to be involved in their community.

9. What is the status of your organization? Special Interest ( )
   - Society [(✓)]
   - Not for profit ( )

10. How many members are in your organization? 100

11. How many people will benefit from this grant? 300 people attended last year

12. Describe the role of volunteers in your organization:
   Our organization is run entirely by volunteers although we do offer honorariums for some things.

13. Please list any other grants applied for or received:
   Last year we applied for and received a grant to cover the expense of renting the community centre.
14. Please attach a detailed budget showing revenues, expenses, donations, volunteer contributions for this project.

15. Please attach letters of community support.

16. State the anticipated start date: 
   Saturday, November 26, 2011

17. State the anticipated completion date: 
   Saturday, November 26, 2011


19. Please attach any further information that you consider relevant in support of your application.

20. The Committee reserves the right to request additional information if required.

21. Please send completed application forms and relevant materials to:

   Pemberton Valley Utilities & Services Committee
   Community Enhancement Fund Grant Program
   Box 219
   Pemberton, BC, V0N 2L0

Additional Information

Purpose / Goals and Objectives of Program / Event or Project:

MADE is an attempt to bring the community together to utilize the artistic passions of Pemberton. This will be our 4th annual MADE and the proceeds have been well received and brought the community together to celebrate our culture.

Background Information of Organization and Services:

The Pemberton Arts Council was formed in 2006. It is a registered non-profit society dedicated to encouraging participation in the arts and culture of the Pemberton region.

Describe how you will evaluate the success of the program / event / project:

Mostly through community feedback from attendees and volunteer staff.
Describe how you plan to market / promote this program / event / project:

MADE will be promoted with posters, social media, the roundabout and bumper project welcome sign, as well as local newspaper articles.

Provide a summary of the program/event/project including benefits to the participants and the community, community support through volunteers and/or community partners:

MADE is a one night celebration of Music, Art, Dance, and Expression where the community centre is transformed into a centre for the performing arts. Community members and artists mingle and exchange ideas all the while engaged and interacting with many different types of artistic expression. This brings the community together to share in each other's indulgence. Our organization is entirely volunteer run and this was before one of our most popular events which sees lots of volunteer support. We have had the support of Mackin Vodka for several years and the Pemberton Valley Supermarket helps us promote our event with their media screens.

REQUIRED ATTACHMENTS

☐ Letters of Evidence of Support
☐ Detailed Project Outline and Timeline
☐ Detailed Budget with Expenses and Revenues
☐ Most Recent Annual Financial Statement and/or Up-to-date Financial Information
☐ Society Documentation (if applicable)
☐ Proof of In-Kind Donations (if applicable)
PEMBERTON ARTS COUNCIL  
Treasurer’s Report 2010-2011

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>31 July 2010</td>
<td>Balance forward</td>
<td>$3,773.95</td>
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<tr>
<td>INCOME</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Memberships</td>
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<tr>
<td></td>
<td>Mountains of Art</td>
<td>$2,739.57</td>
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<tr>
<td></td>
<td>MADE</td>
<td>$2,199.87</td>
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<td>EXPENSES</td>
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<td></td>
<td>Insurance</td>
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<td>Bank service charges/Cheques</td>
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<tr>
<td></td>
<td>Meeting room rentals</td>
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<td></td>
<td>BCAC Conference</td>
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</tr>
<tr>
<td></td>
<td>Filing Annual Report</td>
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<tr>
<td></td>
<td>Advertising for AGM etc.</td>
<td>$77.18</td>
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<tr>
<td></td>
<td>Web hosting</td>
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<tr>
<td></td>
<td>Assembly of Arts Councils</td>
<td>$501.96</td>
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<tr>
<td></td>
<td>Conference Attendance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Assembly of Arts Councils Membership</td>
<td>$40.00</td>
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<tr>
<td></td>
<td>MADE Costs</td>
<td>$550.00</td>
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<tr>
<td></td>
<td>Total</td>
<td>$2,983.50</td>
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<tr>
<td>Balance as of 8 June 2011</td>
<td></td>
<td>$6,970.53</td>
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</table>

INCOME - EXPENSES = $7,034.89

- There is $64.36 that is unaccounted for.
Grant-in-Aid Community Access Funds
Pemberton & Area Funding Agencies

RE: MADE Event – November 26, 2011 Pemberton, BC

It is my pleasure to write a letter of support for the MADE Event being show-cased in the Pemberton Community Centre - Cottonwood Site on November 26, 2011.

This event promotes the arts and cultural expression of the Pemberton and Area Community including the influences from other locations where numerous artists were raised before arriving in the region.

Showcasing arts and culture in the community widens the minds of young and old, to see other perspective and views on community and life in the region.

Any all-encompassing program or event encourages action and involvement by the community in our facilities, which further drives involvement in events and financial growth return-on-investment to the community, residents and artists.

Supporting this event in this facility only enhances the beauty of the structure and the artwork that has the opportunity to be displayed and show-cased to the community at large.

Sincerely,

Peter Duhault, Recreation Services Manager
Squamish Lillooet Regional District
E-mail: pduhault@slrd.bc.ca
## MADE 2011 Budget

### Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertising</td>
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<tr>
<td>Alcohol</td>
<td>$2500</td>
</tr>
<tr>
<td>Music &amp; Entertainment</td>
<td>$700</td>
</tr>
<tr>
<td>Staff Honorariums</td>
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</table>

### Income

<table>
<thead>
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</thead>
<tbody>
<tr>
<td>Admission Donations</td>
<td>$1500</td>
</tr>
<tr>
<td>Alcohol Sales</td>
<td>$3500</td>
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</tbody>
</table>
2012 Age-friendly Community Planning & Project Grants

APPLICATION FORM

The completed Application Form, with all required attachments, is due no later than December 2, 2011. Please type directly in this form or print and complete. Use additional space or pages wherever required.

Questions? Contact Local Government Program Services at lgps@ubcm.ca or (250) 356-5134.

Local Government Applicant Information

<table>
<thead>
<tr>
<th>Local Government: Squamish Lil’oot Regional and District and the Village of Pemberton</th>
<th>Mailing Address: Box 219, 1350 Aster Street, Pemberton, BC, V0N1L0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact person: Peter Duhault</td>
<td>Position: Manager of Recreation Services</td>
</tr>
<tr>
<td>Phone: 1-604-894-2340</td>
<td>E-mail: <a href="mailto:pduhault@slrd.bc.ca">pduhault@slrd.bc.ca</a></td>
</tr>
</tbody>
</table>

Other Contact

<table>
<thead>
<tr>
<th>Contact person: Marnie Simon</th>
<th>Position: Community Projects Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization: Pemberton Valley Seniors</td>
<td>Mailing Address: Box 430, Pemberton, BC, V0N 1L0</td>
</tr>
<tr>
<td>Phone: 1-604-894-0242</td>
<td>E-mail: <a href="mailto:marnie_s@shaw.ca">marnie_s@shaw.ca</a></td>
</tr>
</tbody>
</table>

1. PROPOSED TYPE OF ACTIVITY

- Age-friendly Project (e.g. seniors’ community garden or fitness program)
- Age-friendly Community Planning (e.g. age-friendly assessment or actions plan)
2. PROPOSED FOCUS AREA(S)

☐ Outdoor spaces & buildings
☐ Transportation (including traffic safety)
☐ Housing
☒ Respect & inclusion

☒ Social participation
☒ Communication & information
☐ Civic participation & employment
☒ Community support & health services

3. DESCRIPTION OF PROPOSED ACTIVITIES. Please describe the specific activities you plan to undertake.

Pemberton and Area - 'A Four Part Harmony Age Friendly Community Project'

Part 1:
On the 2nd Wednesday of each month between 9:30 am and 2:00 pm, Pemberton and Area Seniors will have the opportunity to gather at the community centre to participate in:
- a warm-up activity facilitated by a Fitness Instructor specialized in seniors programming.
- carpet bowling games and mini tournaments
- the opportunity to have a nutritional 'lunch and learn' experience with friends of the community, for a healthier and engaged community
- the opportunity with friends to learn, experience, practice and challenge friends with new technology for wellness utilizing x-box and connect software
- using the Library for reading or surfing the net or lounging in the Youth Centre or playing a game of snooker, cards, shuffleboard.

Part 2:
On the 4th Wednesday of alternating months between 10:30 am and 2:00 pm, Pemberton and Area Seniors will have the opportunity to:
- participate in a warm-up activity and fitness class by the Senior Society Fitness Coordinator
- participate in carpet bowling games and mini tournaments
- have the opportunity to have a nutritional 'lunch and learn' experience with friends of the community, that support a healthier and engaged community with invited their invited quests of another senior club from within the province.

-Part 3:
On the 4th Wednesday of the other alternating months, Pemberton and Area Seniors will have the opportunity to:
- travel to another community to participate in activities and events at another centre that encourages wellness and community engagement of it's seniors
- partipate in carpet bowling games and mini tournaments and gain experience for those who may want to compete at BC Senior Games or host Sea to Sky Regional Games in January 2013.
- share a nutritional 'lunch and learn' experience with friends of the visiting community
- celebrate experiences from the hosting community and exchange ideas to improve their community

Part 4:
Once a month, seniors and friends will have the opportunity to participate in a big screen classics movie night including; a formal intermission to mingle and share experience with those of another generation or two, while playing billiards or shuffle board in mutually shared space.

4. PROGRAM GOALS & OBJECTIVES. How will the project meet the goals of the 2012 SHSI program? How will the project make your community more age-friendly?

At this time the seniors as a group are not actively engaged in the community centre. The Community Centre is the geographic ‘hub’ of the area.

It is our objective to provide an opportunity for the senior to be collectively engaged in the community centre for social, educational and wellness opportunities.

The activities chosen will allow seniors to engage with others where they can mutually participate in fitness activities.

Events will provide seniors the opportunity to be engaged with other communities who are concerned with wellness.

Specialty nights will allow Youth to play a role in engaging seniors on common ground with something they both participate in and enjoy.

Legacy left in the community for ongoing programming and participation.

5. INTENDED OUTCOMES & DELIVERABLES. What do you hope the project will achieve? What will be the specific deliverables?

Seniors will have a place to socialize where the community gathers on a regular basis.

Seniors will have the opportunity for scheduled fitness wellness activities on a monthly basis.

Seniors will have a location where they can participate in activities without barriers to access or restriction in space to accommodate program growth and involvement.

Seniors will have the opportunity to see and track their involvement and improved skills through an initial wellness check and quarterly updates using; time participating, overall attendance, traditional health indicators and video scrapbook of smiles, attitudes and actions.

Change in behavior by consistent routine seasonal planning, programming and participation.

6. COMMUNITY PARTNERS. Please list all proposed and confirmed partners (e.g. health authority, community organization, First Nation, other local government, etc.).

1. Squamish Lillooet Regional District - Pemberton and Area Recreation Services (PARS)

- Provides coordination and accountability of the grant
- Provides the social, recreation and activity space
- Facilitates the program specifics with agencies/partners assisting.
2. Lil’wat Nation
- Assist in organizing 'Band' seniors to participate in extended community activities with other like-minded seniors
- Transportation local for local activities and planned trips to other locations
- Mount Currie Registered Physio Health Care Consultant - Speaker Series and health checks

4. Pemberton Valley Seniors Society
- Key Agent of program initiative
- Provide volunteer seniors to assist with lunch
- Communications outlet for Seniors

5. Village of Pemberton
- Communications Central, providing web information to the region
- Long-term finance partner for a proven program beyond 2012

6. Electoral Area C of the SLRD
- Long-term finance partner for a proven program beyond 2012
- Key spokes-person to communicate and engage rural community seniors

6. Vancouver Coastal Health Authority
- Health checks
- Speaker series

7. Pemberton and Area Youth Centre
- Host group for Senior’s 'Big Screen' Monthly Classic Movie Night
- Lead intergenerational group for engaging seniors on common ground.

8. Pemberton and Area Rotary and Lions Service Clubs
- Community agents in supporting and getting seniors to evening events with friends of all ages.
- Partner arrangement to be confirmed at this time.

**7. EVALUATION.** What tools will be used to evaluate the project and how will this information be used?
1. Senior’s Testimonials
2. Third Party scan of participants opinions and community involved
3. Participation and repeat visit statistics tracked
4. Programming Request for year 2
5. Youth and Seniors and Community Forum - Fall 2012
6. Commitment to Host Regional Games in 2013

8. **DEMONSTRATION OF PROMISING PRACTICES.** How is the project innovative? What lessons will it provide to other local governments?
   1. Youth and seniors enjoying the same activities - movie, shuffleboard, billiards and x-box-connect.
   2. BC Senior Games Participants - regular scheduled workout and events will change the habits of those truly engaged.
   3. A limited coordinated involvement to active involvement can be achieved.
   4. Cultural engagement through participation with other like-minded participants

9. **SUSTAINABILITY.** Will the project be sustained after the funding? If yes, how?
   If the program is successful, validated through participation statistics and survey comments, then operational budgets will be presented to local authorities as part of our annual funding for Community Recreation Services.
   If there is a change in behavior for both the seniors and community partners and stakeholders involved then benefits to continue outway not continuing.
   Historical community past-practice has shown, where demand was evident, funding was provided to offset program costing where barriers may have existed.
   Hosting Regional Games/Tournament in late January 2013 will be a catalyst for future funding and community support.

10. **ADDITIONAL COMMENTS.** Please use this space to add any additional comments.
    Board Resolution will follow after next meeting December 12, 2012.
    Pemberton Valley Senior’s Society Letter
    Lilwat First Nations Health Care Consultant Letter
    Other Partner letters to follow

11. **REQUIRED ATTACHMENTS.** Please submit the following with your application:
   - council/board resolution
   - detailed budget
12. Age-Friendly BC Recognition. For more information on the recognition program, please refer to Appendix 1 of the Program & Application Guide or contact:

Rosemary Lawrence, Age-friendly British Columbia Coordinator

E-mail: AgeFriendlyBC@gov.bc.ca  Phone: 250-387-4493

Please send the completed Application Form and all required attachments as an e-mail attachment to Local Government Program Services at lgps@ubcm.ca. If you submit by e-mail, hardcopies and/or additional copies of the application are not required.

Please submit your application as either a Word or PDF file(s) and note “2012 SHSI” in the subject line.
PEMBERTON AND AREA - A 2012 'FOUR PART HARMONY' AGE FRIENDLY COMMUNITY PROJECT BUDGET

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<th>ITEM</th>
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<th>QUANTITY</th>
<th>UNIT OF MEASURE</th>
<th>COST</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Carpet Bowling Equipment (WYGREEN) Set of bowls</td>
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<td>KIT</td>
<td>$1,450.00</td>
<td>$5,800.00</td>
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<tr>
<td></td>
<td>blocks fenders delivery mats scoreboard storage box</td>
<td>YES</td>
<td>NO</td>
<td>4</td>
<td>KIT</td>
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<td>$5,800.00</td>
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<td>2</td>
<td>X-BOX GAME TRADESMARK Includes Connect software</td>
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<td>NO</td>
<td>2</td>
<td>EACH</td>
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<td>$978.00</td>
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<td>3</td>
<td>Portable Screens</td>
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<td>4</td>
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<td>EACH</td>
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Subtotal Capital Purchases $7,749.00 $7,749.00

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<th>UNIT OF MEASURE</th>
<th>COST</th>
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<tr>
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<td>Fitness Instructors - (Senior Certified) 20 session at 2 hrs</td>
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<td>SESSIONS</td>
<td>$60.00</td>
<td>$1,200.00</td>
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<tr>
<td>6</td>
<td>Program Specialist facilitates the program facilitates the initial training facilitates the transition to sustainability in 2013</td>
<td>YES</td>
<td>26</td>
<td>WEEKS</td>
<td>$100.00</td>
<td>$2,600.00</td>
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<tr>
<td>7</td>
<td>Space Allocation Cost (10 months) Great Hall Activity Kitchen Access Youth Centre</td>
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<td>30</td>
<td>EVENTS</td>
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Subtotal Program Purchases for 10 months $14,324.00 $14,324.00

Project Request From Ministry $22,073.00

Note:
5 travel trips to other cities will require other sourced funding
Values net of discounts
Taxes recovered
To whom it may concern:

The board of the Pemberton Valley Seniors is writing in support of the submission made by Peter Duhaault of the Pemberton Community Centre and the S.L.R.D. for the UBCM 2012 Age-friendly Community Planning & Project Grants.

We have met with the applicant to discuss the needs and wishes of the Pemberton Valley Seniors and are in full support of the suggestions made to improve access to programming and facilities named in the grant.

The Pemberton Valley Seniors have almost 100 active members with widely varying interests and levels of fitness. We feel, should the application be successful, it will offer significant opportunities for both social as well as physical activities in a central location.

Yours respectfully,

Marnie Simon
PVSS Director –
Community Projects Coordinator

Certificate of Registration S48797
November 30, 2011

Peter Duhaught,
Manager of Recreation Services
Pemberton & Area Recreation Services
Squamish Lil’looet Regional District
1350 Aster Street
Pemberton, BC V0N 2L0

RE: Regarding the 2012 Age Friendly Project Grant

Dear Peter;

The ideas outlined in the minutes that Marnie Simon gave me from the meeting with herself, Mark Blundell and you are excellent ideas in promoting physical activity in the senior population.

There are 60 community members that are over the age of 65 and 40 people between the ages of 55 and 65. As a First Nation community, the incidence of type 2 diabetes is occurring in epidemic proportions and continues to escalate. As we know, it is occurring in younger and younger people. Obesity is rampant, as is heart disease, and all types of arthritis (especially osteoarthritis). We are also seeing an increase in the incidence of various forms of cancer.

As we know, carpet bowling is a great physical and social activity. One thing that may happen more on reserves is a sense of social isolation and not belonging to an active senior’s group. This of course has negative emotional spin offs, often leading to depression. Having a common activity that all neighboring communities could participate in would promote a sense of health and well being on all levels. The interconnectedness would be very uplifting for many people.

You mentioned the idea of the Xbox being useful as people don't have to use their hands as they would with the Wii. You may mention that by the time people reach their senior years, many have joint deformities in their hands that can be painful with use as a result of wear and tear arthritis (osteoarthritis) therefore the Xbox is more user friendly. Also (as I assume it can be done in a standing position) it promotes strengthening and balance reactions while standing, which helps with prevention of falls.

Very lasty, when your program mentions including doing lunch events, this is an ideal opportunity to include promoting healthy eating and ideas on healthy nutrition for seniors. VCH has a nutritionist available that could assist at no cost to provide useful info on this very important topic, including healthy eating for heart health, calorie and sodium reduced diets, better meals for diabetes, etc

Let me know if I can be of any more help.

Anita Samuels, B.S.R.
Registered Physiotherapist/Health Care Consultant
Mount Currie Band
Phone (604) 894-6115  Fax (604) 894-6841  email: anita.samuels@lilwat.ca
Eiders Programs

There are many programs stemming from the Mt. Currie Health Centre supporting the health and wellbeing of Lil’wat Elders including Home and Community Care, NNADAP, and Healthy Outreach as mentioned above. In addition, Lil’wat Elders from the age of 55 and up participate in a variety of activities and events supported and coordinated by the Elders Program to promote overall wellness for Elders. Activities include:

- Elders exercise three afternoons a week at Ullus, the new mount Currie Community Complex
- Grief and Loss to Peace and Acceptance workshops: weekly meetings where Elders gain emotional education on ways to deal with grief and loss connected to the residential Indian school system and how to live in peace and acceptance
- Monthly Elders’ Social lunches
- Friday afternoon social time at the Health Centre where Elders enjoy movies and picture sharing
- Monthly shopping trips to Squamish
- Monthly swimming day at Whistler pool with the Healthy Lifestyles program
- Hot wax treatments especially for those with arthritis
- Attending healing gatherings in surrounding communities
- Participating in the September Opening Day and Salmon Barbecue at Xit’olacw School, Sacred Circle for the Ts’zil Learning Centre students, Lil’wat Nation five year strategic planning, communications and leadership workshops, General and Special Assemblies. These events provided opportunities for the Elders to be recognized as valuable contributors and keepers of traditional knowledge
- Elders are interested in their health and wellness and many participated in the luncheon for the Elders flu clinic, the luncheon for breast health awareness and the diabetes cooking classes with the Healthy Lifestyles Program
- Many Elders who were able to travel enjoyed attending the Annual BC Elders Gathering and participating in the Grand Entry

The Elders bus serves the needs of elders 65 years and older, handicapped and wheelchair clients. The bus operates from 8.30 to 4.30 Monday to Friday and provides transportation to and from scheduled programs and appointments.
Date: December 7, 2011


CAO Comments: I concur

Key Issue(s)/Concepts Defined:
To adjust the 2011 – 2015 Financial Plan for changes during the 2011 calendar year.

Relevant Policy:
Section 815 of the Local Government Act and section 165 of the Community Charter authorizes an amendment to the annual financial plan by bylaw at any time; and Section 817 explains that we cannot make an expenditure other than one authorized. Therefore, the financial plan expense lines cannot be over expended as laid out in the Financial Plan bylaw without an amendment to that bylaw.

Financial:

Schedule A, 2011 Financial Plan Amendments:

Exhibit 1000 General Government
• This amendment corrects the Transfer expenses as the BC Hydro Grant in lieu of taxes was larger than what was budgeted (by $21,683) which caused the Transfer Expenses to be larger than what was budgeted for, as this revenue is divided amongst different cost centres. The transfer expenses are also increased due to the interest revenue which is over budget and which is in part transferred to reserves.
  1) Increased the Transfer Expenses by 27,885 to 965,000
  2) Increased Grants in Lieu of taxes (GILT) revenue by 21,683
  3) Increased Fees & Other Revenues (for Interest revenue) by 6,202 to produce a balanced budget.

Exhibit 1201 Regional Growth Strategy
• This amendment corrects Transfer expenses as the interest earned on the reserve fund (estimated at 298) was not budgeted for and this interest is transferred to the reserve fund through Transfer expenses.
  1) Increased Transfer expenses to the estimated interest amount of 298
  2) Increased the Fees & Other Revenue to 298.

Exhibit 1900 Pemberton Refuse Grounds
• This amendment corrects the Landfill closure expenses (of 30,161.29) that are in Operating expenses that were not budgeted for. These expenses come out of our Landfill closure liability fund (reserve).
  1) Increased the Operating Expenses by 30,161
  2) Increased Transfer revenue by 30,161

Exhibit 2004 Pemberton TV & Radio Rebroadcasting
• This amendment corrects the Operating expenses which are over the original budget due to unexpected equipment repairs by taking these funds from the Capital works and equipment reserve for this service.
Request for Decision
Financial Plan 2011-2015 Bylaw Amendment

1) Increased Operating expenses by 13,077
2) Increased Transfer from Reserve by 13,077 (leaving the reserve fund at 1,478)

Exhibit 2201 Heritage – Haylmore Property
• This amendment increases the budgeted Operating expenses due to the expenditures to fix the gate by using funds from the Capital Works & Equipment reserve for this service and by adjusting the surplus/deficit revenue (from 2010) to actual deficit carried forward.
  1) Increased Operating expenses by 2,041.04
  2) Increased Surplus/Deficit revenue by 256
  3) Increased Transfer from Reserve 1,785.04

Exhibit 2202 Pemberton & District Museum & Archives
• This amendment shows increases the budgeted Operating expenses due to the approved amount transferred from this services Capital and Equipment reserve for the new onsite structure of 15,790.00
  1) Increased Operating expenses by 15,790
  2) Increased Transfer Revenue by 15,790

Exhibit 2401 Walkerville Dyking
• This amendment increases the budget for operating expenses due to additional time allocated from the work done by the Utilities department by reducing the budgeted amount for transfer to reserve.
  1) Increased Operating expenses by 390
  2) Decreased Transfer to reserve by 390

Exhibit 2700 Devine Water
• This amendment increases the budgeted operating expenses and decreases the transfer to reserve to show the increased cost of operations due to the special project completed for leak detections.
  1) Increased Operating expenses by 1000
  2) Decreased Transfer to reserve by 1000

Exhibit 2701 Furry Creek
• This amendment increases the budgeted Capital Expenditures and Transfer from Reserve Revenue as approved by the Board for capital upgrades for aging and failed infrastructure.
  1) Increased Capital expenditures by 15,472
  2) Increased Transfer to reserve by 15,472

Exhibit 2703 Bralorne Water
• This amendment increases budgeted Operating expenses to account for the 2 break repairs in the system and the new connection to the system that is not fully recovered in connection revenue by using this services Capital & Equipment reserve.
  1) Increased Operating expenses by 6,682
  2) Increased Transfer from Revenue by 6,682

Exhibit 2705 Britannia Beach Water
• This amendment increases the budgeted Capital Expenditures and Transfer to Reserve Expense as approved by the Board for capital upgrades for aging and failed infrastructure.
  1) Increased Capital Expenditures by 15,640
  2) Decreased Transfer to reserve by 15,640
Exhibit 2706 Gold Bridge Water

- This amendment increases the budget for Capital Expenditures and Operating Expenses, to account for the increased cost in the capital upgrade and increased operation costs of the new system by correcting the funds available for Surplus/Deficit revenue and by adjusting the Transfer from reserve revenue to transfer additional amounts from the Capital & Equipment reserve for this service.
  1) Increased Capital Expenditures by 55,640
  2) Increased Operating expenses by 9,021
  3) Increased Surplus/Deficit revenue by 30,280 (to actual deficit of $163,002 carried forward)
  4) Increased Transfer from Reserve 34,381

Exhibit 2801 Furry Creek Sewer

- This amendment increases the budgeted Capital Expenditures and Transfer from Reserve Revenue as approved by the Board for capital upgrades on aging and failed infrastructure.
  1) Increased Capital Expenditures by 15,305
  2) Increased transfer from reserve by 15,305

Exhibit 2802 Britannia Beach Sewer

- This amendment increases the budgeted Capital Expenditures and Transfer from Reserve Revenue as approved by the Board for capital upgrades on aging and failed infrastructure.
  1) Increased Capital Expenditures by 15,784
  2) Increased transfer from reserve by 15,784

Exhibit 3001 Britannia Beach Parks and Trails

- This amendment increases the budgeted Transfer Revenue and Expenses to account for the Transfer from Area D Select funds to the Capital works and Equipment reserve for this service.
  1) Increased Transfer Revenue by 4376
  2) Increased Transfer Expenses by 4376

Exhibit 3003 Area C / Pemberton Parks & Trails

- This amendment increases the budgeted Operating expenses and increases the Surplus Deficit revenue. Expenses that were budgeted to occur in 2010 didn’t materialize leaving more surplus revenue and expenses in 2011 for this service.
  1) Increased Operating Expenses by 17,860
  2) Increased Surplus Deficit Revenue by 17,860

Exhibit 3004 Sea to Sky Trails

- This amendment increases the budgeted Operating expenses with matching increase in the budgeted Grants revenue. The Operating expenses are over the original budget mainly due to increased time allocation expense. Additional special projects were started that received grant funding that were not originally budgeted for.
  1) Increased Operating Expenses by 20,000
  2) Increased Grants revenue by 20,000 to match

Exhibit 3200 Transit – Area C / Pemberton

- This amendment increases the budgeted Operating expenses to match the projected total for this service and matches the Fees & Other Revenues and the Actual Surplus/Deficit Revenue carried forward from 2010 (Deficit of 15,938 is due to late posting of transit invoice revenue for
Request for Decision
Financial Plan 2011-2015 Bylaw Amendment

final 2010 Partner contributions –Mnt Currie, VOP & Area C), this was posted and clears in 2011.

1) Increased Fees & Other Revenue by 85,920
2) Decreased Surplus /Deficit Revenue 15,938
3) Increased Operating Expenses by 69,982
SQUAMISH-LILLOOET REGIONAL DISTRICT

Bylaw No 1237-2011


WHEREAS section 815 of the Local Government Act and section 165 of the Community Charter authorizes an amendment to the annual financial plan by bylaw at any time;

NOW THEREFORE the Board of Directors of the Squamish-Lillooet Regional District, in open meeting assembled, enacts as follows:

1. This Bylaw shall be cited as the “2011 - 2015 Financial Plan Amendment Bylaw No 1237 - 2011.”


Read for the First Time on the 12th day of December, 2011.
Read for a Second Time on the 12th day of December, 2011.
Read for a Third Time on the 12th day of December, 2011.
Adopted on the day of.

__________________________    __________________________
       Peter DeJong
Chair       Secretary
## Schedule 'A' Bylaw 1237

### Squamish-Lillooet Regional District
#### 2011-2015 Financial Plan

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<p>| <strong>Expenses</strong>         |                      |                           |                       |                       |                       |                       |
| Operating Expenses   | $1,788,241           | $1,788,241                | $1,577,768            | $1,614,578            | $1,662,460            | $1,711,717            |
| Capital Expenditures | $13,900              | $13,900                   | $25,400               | $14,900               | $15,400               | $15,900               |
| Principal &amp; Interest | $0                   | $0                        | $0                    | $0                    | $0                    | $0                    |
| Transfer Expenses    | $937,115             | $965,000                  | $937,988              | $964,174              | $766,093              | $788,195              |
| Non-Taxable Expenses (Depreciation) | ($47,000) | ($47,000) | ($47,000) | ($47,000) | ($47,000) | ($47,000) |
| <strong>Total Expenses</strong>   | $2,692,256           | $2,720,141                | $2,494,156            | $2,546,652            | $2,396,953            | $2,468,812            |</p>
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| Surplus/ (Deficit)               | $0                   | $0                        | $0                    | $0                    | $0                    | $0                    |

Squamish-Lillooet Regional District 2011-2015 Financial Plan

Exhibit 1900 - Pemberton Refuse Grounds LSA
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### Squamish-Lillooet Regional District 2011-2015 Financial Plan

**Exhibit 2201 - Heritage - Haylmore Property**

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### Squamish-Lillooet Regional District 2011-2015 Financial Plan

**Exhibit 2202 - Pemberton & Dist.Museum &...**

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### Squamish-Lillooet Regional District 2011-2015 Financial Plan

#### Exhibit 2700 - Devine Water SA

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### Squamish-Lillooet Regional District 2011-2015 Financial Plan

#### Exhibit 3003 - Area C / Pemberton, Parks & T

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2012 REGULAR BOARD MEETING SCHEDULE

Monday, January 23
Monday, February 27
Monday, March 26
Monday, April 23
Monday, May 28
Monday, June 25
Monday, July 23
Monday, August 27

Monday, September 17 (3rd Monday due to UBCM Conference)

Monday, October 22

Monday, November 26 [*to discuss November 19th]

Monday, December 17 (3rd Monday due to Christmas)

* Regular Meetings are generally held on the 4th Monday of each month

** Orientation meeting January 4th, 5th or 6th 2012

***Strategic Planning Meeting – January 4th, 5th or 6th 2012

****Budget Planning Meeting – January 25th, 26th or 27th 2012
2012 Electoral Area Directors &
Pemberton Valley Utilities & Services Committee
MEETING SCHEDULE

Monday, January 9
Monday, February 13
**PVUS – Evening Meeting - 7:00 P.M.
Monday, March 12
Tuesday, April 10
Monday, May 14
PVUS – Evening Meeting – 7:00 P.M.
Monday, June 11
Monday, July 9
Monday, August 13
PVUS – Evening Meeting – 7:00 P.M.
Monday, September 10
Tuesday, October 9 (Thanksgiving Stat)
Tuesday, November 13 (Remembrance Day Stat)
PVUS – Evening Meeting – 7:00 P.M.
Monday, December 3

* E.A.D. and PVUS Meetings are generally held on the 2nd Monday of each month

**PVUS will hold Quarterly evening meetings beginning February 2012 @ 7:00 P.M.

*** E.A.D. Budget Planning Meeting – January 25th, 26th or 27th 2012
November 28, 2011

Squamish-Lillooet Regional District
Box 219, 1350 Aster Street
Pemberton, B.C.
V0N 2L0

To: Regional District Board Chair:

RE: Board Member Appoint to the SIBAC

At this time when the Regional District Board appointments are assigned, I thought it might be helpful for me to provide a brief overview of the importance of the SIBAC Board Member appointment, nature of the work and member commitment.

1) SIBAC’s purpose is to help mitigate the impact of the Mountain Pine Beetle epidemic to communities in the Southern Interior. To that end, SIBAC has been provided funding from the Provincial Government to address recommendations in SIBAC’s 2009 MPB Assessment and Mitigation Plan. Board Members:
   • Work in collaboration with the other 8 Regional District Directors, 6 Tribal Council representatives and the representative from Community Futures – Central Interior First Nations to review and approve funding for project proposals that will provide MPB mitigation.
   • SIBAC Board Members are considered Regional Representatives and play an important role in assisting, scoping, and reviewing of proposals and should be able to speak to projects from their area.

2) Board Meetings are generally held every two months. The Meetings are full days and located in various locations within the SIBAC region, requiring the member to travel (in some cases) for several hours and stay overnight. Attendance at meetings is strongly encouraged. Consistency is important in approving funding and attendance is especially critical if a project from the member’s region will be reviewed. For this reason, we ask that an alternative also be appointed.

3) Board Members are expected to review projects proposals that are emailed in advance of the meetings and come prepared to discuss and vote on approval.

4) Advocacy is also a role of the SIBAC Board Member.

5) Understanding the background of SIBAC is critical to project deliberations, in which case and where possible, it’s encouraged that Regional District Directors that have previous experience with SIBAC and that have the time commitment be appointed.

Should you have any questions, please don’t hesitate to contact me at: 250-378-1929 or admin@sibacs.com.

Thank you,

Dalyce Brandt
Administrator
Overview:

The Southern Interior Beetle Action Coalition is unique in its structure and operations. The Board of Directors boosts 9 Regional District Directors and 7 First Nations representatives that have worked cooperatively together since the beginning of the Coalition in 2007.

In October 2009, SIBAC submitted its’ final Mountain Pine Beetle (MPB) Assessment and Mitigation Plan to the Province of BC. The plan represented two years of work studying the current and expected impacts of the MPB epidemic in the southern interior on the forest sector, the socio-economic health of communities, the environment and First Nations. The SIBAC final report includes 24 recommendations to assist in mitigating the anticipated impacts of the MPB epidemic. Copies of the Executive Summary and full final report are available on the SIBAC website at www.sibacs.com.

The completion of the SIBAC final MPB mitigation report was an important milestone to the real work of taking action that will mitigate the impacts of the MPB epidemic on the southern interior. The SIBAC Board believed that it was vitally important that the organization continued to provide a coordinated voice for southern interior communities on this critical socio-economic and environmental challenge. SIBAC believed that it was important that the organization secure multi-year funding for at least the next three-year period and allocate appropriate resources to implement projects in the priority areas identified by SIBAC for mitigation of MPB impacts on communities and First Nations.

Provincial funding of $450,000.00 in 2010 and a funding commitment of 1M per year for 3 years 2011—2013 will ensure that SIBAC is able to address many of the 24 recommendations.

SIBAC Member Organizations

Central Okanagan Regional District; Kootenay Boundary Regional District; Lillooet Tribal Council; Nak̓ampx̱um Nation Tribal Council; Okanagan Nation Alliance; Regional District of Central Kootenay; Squamish Lillooet Regional District; Thompson Nicola Regional District

Columbia Shuswap Regional District; Ktunaxa Nation Council; Nicola Tribal Council; North Okanagan Regional District; Regional District Okanagan-Similkameen; Regional District of East Kootenay; Shuswap Tribal Council; and

Contact information for each Member Organization representative is available on the SIBAC website.

Project Support:

From spring 2008 to June 2011, SIBAC has contributed $701,600.00 to projects in the SIBAC region. This funding has successfully leveraged $10,786,702.00 in total project value.

SIBAC will consider providing support funding to projects that meet the following criteria;

• **Strength of Partnership Participation.** This includes the partners involved and the commitment they have made to the initiative or project (as measured by effort and resources).

• **Regional Inclusion.** SIBAC represents participating regional districts and tribal councils in the Southern Interior of BC. SIBAC will view initiatives that cover multiple regional areas with priority consideration.

• **Project Sustainability.** SIBAC will support projects that clearly demonstrate a full implementation plan and that can highlight how projects will support economic growth and diversification or environmental sustainability in the Southern Interior.

• **Expert Involvement.** SIBAC will consider the establishment of a steering Committee that will guide the project or initiative as a valuable tool in ensuring that resources are well-used.

• **Reach of Project.** Projects and initiatives that address issues of widespread concern or that create solutions or tools that can be widely used throughout the Southern Interior will be given priority.

**Timing of Project.** Projects for consideration must demonstrate the finite period in which they will initiate and complete their tasks and demonstrate their successes and value. Ideally, outcomes could be demonstrated within 24 months of project initiation.

SIBAC will not fund administrative costs, for profit business or projects that do not have a recognizable connection to Mountain Pine Beetle Epidemic mitigation. The full project funding and application document is available for download on the SIBAC website at: www.sibacscom.
On the SIBAC Website can be found various reports and resources that might be of interest:

- Video's on consumptive water, rural development and mountain pine beetle
- Reports on Forest Health and Timber Supply Analysis
- Reports on MPB impacts to: Wildfire Hazard, Fuel Management, Environment, Agriculture, Ranching and Socio Economic Health.
- Community project reports: Fibre Use and Supply, Pellet Plant Plan, Economic and Tourism Development Strategies

The SIBAC Region spans over 11 Timber Supply Areas (right to left)

Lillooet Arrow
Kamloops Kootenay Lake
Merritt Golden
Okanagan Invermere
Boundary Cranbrook
Revelstoke

Southern Interior Beetle Action Coalition - SLRD Board M...
November 15, 2011

Ms. Susan Gimse, Chair
and Members of the Board
Squamish-Lillooet Regional District
PO Box 219
Pemberton, BC V0N 2L0

Dear Chair Gimse and Board Members:

As the Minister of Community, Sport and Cultural Development, I appreciated the opportunity to meet with you and your delegation at the annual UBCM Convention (Convention) in Vancouver, and to hear about the issues that are facing your community.

Thank you for your update on the Governance and Boundaries Study. While the Ministry of Community, Sport and Cultural Development’s restructure program funding is fully committed at this time, Ministry staff are available to assist, for example, with the review of options and attending discussion forums. I look forward to hearing about the next stages of the study.

As you may be aware, the Community Recreation Program announced by Honourable Christy Clark, Premier, at this year’s UBCM Convention has been officially launched, and is accepting applications until December 28, 2011, for local government capital projects that make communities healthier, more active places in which to live. For program details please visit: http://www.csed.gov.bc.ca/ldg/infra/infrastructure_grants/community_recreation_program.htm.

As discussed in our meeting, local governments have an important role in job creation and attracting investment. I welcome your ideas and suggestions on how to strengthen the economy, and provide for vibrant, thriving communities that make a positive difference in the lives of families across British Columbia.

.../2
Ms. Susan Gimse, Chair
and Members of the Board
Page 2

Thank you again for informing me of your issues. It is always valuable to hear directly from local governments about concerns in their communities. I trust that you and members of your local government enjoyed a successful Convention.

Sincerely,

Ida Chong, FCGA
Minister

cc: Ms. Joan McIntyre, MLA
West Vancouver–Sea to Sky
Ms. Susan Gimse, Chair and Members of the Board
Box 219
Pemberton BC V0N 2L0

Dear Chair Gimse and Board Members:

We are pleased to provide you with a new resource package to help your community become an Age-friendly British Columbia (AFBC) community.

British Columbia has been advancing the age-friendly agenda since the launch of the World Health Organization’s age-friendly guide in October 2007. A renewed AFBC strategy was announced by Premier Christy Clark on September 29, 2011.

Starting in late fall 2011, local governments can apply to the Union of British Columbia Municipalities for a new round of age-friendly planning and project grants of up to $20,000 to support policies, services, settings and structures that enable older people to age actively with good health and full participation in their communities.

A new AFBC Recognition Program is another component of the strategy. Local governments that complete four basic steps on community engagement, commitment, assessment and action can apply to be recognized as an AFBC community. Recognized communities will receive an AFBC award and a cash grant of $1,000 to help create a legacy project or celebration, will be profiled on SeniorsBC.ca, and will be linked to a national and international network of age-friendly communities.

The enclosed package includes Becoming an Age-friendly Community: Local Government Guide and a suite of tools and information for your staff to use to complete the steps to become recognized. All materials are also available for download from www.SeniorsBC.ca/agefriendly. Finally, an Age-friendly BC Coordinator is in place within the Ministry of Health to assist your government with completing those steps and can be reached at AgeFriendlyBC@gov.bc.ca.

Becoming age-friendly is one of the most effective ways to meet the needs of the growing aging population in communities throughout BC. We look forward to continuing to work with you in creating age-friendly communities.

Yours truly,

Michael de Jong, QC
Minister

Enclosure
Gas Tax/Public Transit Management Services
...delivering the federal gas tax and public transit agreement funding in British Columbia

November 24, 2011
Chair & Board
Squamish-Lillooet Regional District
PO Box 219
Pemberton, BC  V0N 2L0

Dear Chair & Board:

RE: GAS TAX AGREEMENT COMMUNITY WORKS FUND PAYMENT

I am pleased to advise that UBCM is in the process of distributing the second of two Community Works Fund (CWF) payments for fiscal 2011. An electronic transfer of $112,503.31 is expected to occur on November 29, 2011. These payments are made in accordance with the payment schedule set out in your CWF Agreement with UBCM (see Addendum #1 of your Agreement).

CWF are made available to eligible local governments by the Government of Canada pursuant to the Agreement on the Transfer of Federal Gas Tax Revenues between UBCM and the governments of Canada and British Columbia. Funding under the program may be directed to local priorities that fall within one of the eligible project categories and that are in keeping with the Agreement’s intended outcomes of reduced greenhouse gas emissions, cleaner air and cleaner water.

Further details regarding use of CWF and project eligibility are outlined in your CWF Agreement and on our web site at www.ubcm.ca.

For further information, please contact Brant Felker, Gas Tax Policy and Program Manager, by e-mail at bfelker@ubcm.ca or by phone at 250-356-0893.

Sincerely,

Heath Slee
President

pc: Suzanne Lafrance, Director of Finance

Reference: CWF-2011-PaymentRelease-2-Squamish-Lillooet Regional District
Nov 18, 2011

Chair Russ Oakley
Squamish Lil’looet Regional District
1350 Aster Street
Pemberton, BC  V0N 2L0

Dear Chair Oakley:

Re: Ecological Health Action Plan

I am pleased to let you know that on October 28, 2011 the Metro Vancouver Board adopted Metro Vancouver’s Ecological Health Action Plan.

The Ecological Health Action Plan demonstrates how maintaining and protecting ecological health is incorporated into our suite of regional management plans and strategies. The Action Plan also identifies 12 specific projects for Metro Vancouver that will expand our current efforts to improve the ecological health of the region. I encourage you to share this Action Plan with other parties, including your Environmental Advisory Committees as well as other committees that may be working on ecological, human health or green infrastructure issues. I have enclosed a copy of the Action Plan and here is a link: http://www.metrovancouver.org/planning/development/ecologicalhealth/Pages/default.aspx

Staff has been asked to develop detailed plans and budgets for each of the 12 projects for approval by the Board. As each project plan is developed, we will look for opportunities to collaborate with municipalities, partner agencies, stakeholders and community groups.

Respectfully I remain,

Lois E. Jackson
Chair, Metro Vancouver

Attachment: Metro Vancouver’s Ecological Health Action Plan dated October 2011
Dear Sir/Madam,

Cultural diversity is one of Canada’s most valuable assets and greatest strengths. Multiculturalism has shaped our history and helped make Canada a model of unity in diversity.

In 2009, the Government of Canada established the Paul Yuzyk Award for Multiculturalism to honour people dedicated to promoting integration in Canada.

The award commemorates the pioneering legacy and achievements of the late Senator Yuzyk in the area of multiculturalism. Senator Yuzyk’s efforts helped lead to the recognition of multiculturalism as one of the fundamental characteristics of Canadian heritage and identity.

The award acknowledges and honours individuals in communities across Canada who have made exceptional contributions to the integration of newcomers, and is open to all citizens and permanent residents. It includes a $20,000 grant to be given to an eligible, registered not-for-profit Canadian organization or association of the recipient’s choice.

Nominations for the 2012 Paul Yuzyk Award for Multiculturalism are currently being accepted until March 1, 2012.

If you know of a deserving individual who has made a significant contribution to the integration of new Canadians, I encourage you to submit a nomination for this prestigious award. More information about the award, including eligibility requirements, is included in the enclosed brochure. For further details on Senator Paul Yuzyk and the nomination process, please visit www.multiculturalism.gc.ca/paulyuzyk.

Please accept my wholehearted thanks for supporting this important initiative.

Sincerely,

Jason Kenney, PC, MP
Minister of Citizenship, Immigration and Multiculturalism
NOV 15 2011

Susan Gimse, Chair
Squamish-Lillooet Regional District
PO Box 219
Pemberton BC V0N 2L0

Dear Chair Susan Gimse:

Re: UBCM Thank You

I am writing to thank you for meeting with me and my staff at the 2011 Annual Convention of the Union of British Columbia Municipalities (UBCM) to discuss community priorities for improvements to Road 40, the Portage Road and Highline Road, as well as to discuss opportunities for location of a community cemetery and the importance of CN Rail service. Please accept my apologies for the lateness of this reply.

The value of feedback from local officials representing communities across the province cannot be underestimated and I greatly appreciated the opportunity to meet with you at this year’s UBCM Convention. Hearing firsthand about transportation priorities of importance to each community is vital in addressing the needs of local area residents, and ultimately helps ensure elected representatives can best serve the people of British Columbia.
I appreciated the positive and constructive tone of our meeting, and would like to thank you for continuing to cultivate a strong working relationship with the ministry. I am confident that together we can lead our province towards a more prosperous future for all British Columbians.

Sincerely,

[Signature]

Blair Lekstrom
Minister

Copy to: Grant Main, Deputy Minister
         Dave Byng, Chief Operating Officer
         Doug Caul, Assistant Deputy Minister
            Partnerships Department
         Dave Duncan, Assistant Deputy Minister
            Highways Operations
         Kevin Richter, Assistant Deputy Minister
            Infrastructure Department
         Nancy Bain, Assistant Deputy Minister
            Finance and Management Services Department
         Jacquie Dawes, Assistant Deputy Minister
            Policy and Programming
N’QUATQUA
21 Lakeshore Dr.
P.O. Box 88
D’Arcy, BC V0N 1L0
Phone (604) 452-3221
Fax (604) 452-3295

November 14, 2011

To whom it may concern:

This past summer, we were approached by a community member of Devine BC, they had asked if we would be interested in supporting an application for a new Graveyard site in the N’Quatqua Area of Interest.
We would like to express our support for the application of a parcel of land reserved for a graveyard along the Blackwater creek Forest Service Road in Devine.
Our community Graveyard is limited to expansion and we will be in need of finding alternative locations for our own members in the future.
We would hope that the application is successful and would like to be notified if this occurs.

Respectfully

Chief A. Ralph Thevarge
MEMO
December 1, 2011

TO: UBCM MEMBERS Attn: Mayor & Council | Chair & Board
FROM: UBCM EXECUTIVE
RE: NOTIFICATION OF EXECUTIVE VACANCIES

The purpose of this memo is to notify members of the direction taken by the Executive at the November 25th Executive meeting with regard to Executive vacancies as a result of the Local Government Elections.

At the meeting, Executive members were advised that there are four vacancies, and the process for filling those vacancies in accordance with the UBCM Bylaws and Policies:

- SILGA representative – SILGA to make a re-appointment
- Third Vice President – Executive CANNOT appoint a Third VP, but has option to appoint an ‘Acting Director at Large’.
- Director at Large (1) – Executive may appoint an eligible elected official.
- Vancouver Metro Area Representative (1) – Executive may appoint an eligible elected official.

Based on the direction provided in the Bylaws and Policies, the Executive ‘may’ fill vacancies or may not (see Appendix A for extracts of both documents). Upon consideration of the Bylaws and Policies the Executive endorsed the following recommendations:

That the Executive proceed to notify the membership of the vacancies on the Executive for Director at Large and Vancouver Metro Area Representative and seek expressions of interest based on the process and eligibility criteria outlined in the policies for each of these positions; and

That a process be put into place to provide for the two vacancies to be filled prior to the next Executive meeting scheduled for February 2-3, 2012.

The Executive chose not to appoint an additional ‘Acting Director at Large’ to fill the vacancy left by the Third Vice-President. The President has asked Chair Al Richmond, EA Rep on the UBCM Executive, to serve as a ‘member at large’ to the Presidents Committee to fill the vacancy left by Third VP. In accordance with the Bylaws, SILGA has made a new appointment to the Executive, Councillor Harry Kroeker, City of Merritt, to replace Noreen Guenther.
Next Steps

This memo serves as notification to the membership that the UBCM Executive wishes to fill the vacancies for:

- Director at Large (1); and
- Vancouver Metro Area Representative (1).

As noted in the endorsed Executive recommendation, the process for filling vacancies will follow the process outlined in s. 8.5 of the Executive Policies.

Eligibility for Office

Director At Large – this position is open to all elected officials of UBCM.

Vancouver Metro Area Representative – this position is open to elected members of either, or both, a council of a member municipality of the GVRD or of the GVRD Board (a list of eligible local governments is attached as Appendix B).

Process

Eligible elected officials interested in applying for either of these positions are encouraged to submit an expression of interest for one of these vacancies, as outlined in s. 8.5 of the Executive Policies. We would ask that potential candidates complete the attached nomination form (Appendix C) and return it by email or fax to the attention of the Immediate Past President. Candidates are also encouraged to provide a short bio of themselves (not more than 300 words) with their nomination form. All materials can be sent to the attention of Immediate Past President, Councillor Barbara Steele, care of the following email address: mcrawford@ubcm.ca or by fax: 604-270-9116.

The submission deadline for expressions of interest (nomination form and bio) is:

Monday, January 9, 2012

The Executive will consider all expressions of interest and make a decision regarding whom they will appoint to fill these two vacancies.

Following Executive deliberations, all members will be notified of the Executive’s decision. Newly appointed board members will be invited to attend the February 2-3, 2012 Executive meeting in Richmond.

If you have any questions about the process please contact Marie Crawford, Associate Executive Director at 604-270-8226 Ext. 104 or by email: mcrawford@ubcm.ca.

Thank you and we welcome eligible interested candidates to apply. For further information about UBCM and the Executive please see the UBCM website.
APPENDIX A

EXTRACTS FROM THE UBCM BYLAWS AND EXECUTIVE POLICIES

UBCM Bylaws

Section 2 of the UBCM Bylaws provides the following definition for officers:

2. The Officers of the Union shall be: President, First Vice-President, Second Vice-President, and Third Vice-President.

Section 3(d) speaks to filling vacancies: (bold italics indicate relevant sections)

(d) No person shall hold a position as Officer of the Union unless elected as an Officer by the membership of the Union and no person shall be elected more than twice, whether consecutively or otherwise, as President of the Union. …

In the event of a vacancy:

• amongst the Officers, other than President, the Executive may appoint, from amongst persons qualified to be elected to the Executive, Acting Directors at Large equal to the number of vacancies;
• amongst the Directors at Large, the Small Community Representative, the Electoral Area Representative, or the Vancouver Metro Area Representatives, the Executive may appoint a person qualified to hold the office to fill the position for the term remaining;
• in the position of Vancouver Representative, GVRD Representative or amongst the five Directors appointed by the Area Associations such vacancies shall be filled in the manner of the original appointment.

Executive Policies

Section 8.5 of the Executive Policies outlines the process for appointing replacements:

8.5 Member notice of vacancies on the executive

If there is a vacancy following a local general election that will require the Executive to appoint a replacement, the following steps will be taken before the matter is considered by the Executive.

1. Councils and boards will be notified of the vacancies that exist, the procedures for replacement and advised that the Executive will accept expressions of interest.
2. Any expression of interest must be endorsed by two elected officials of UBCM members.
3. An interested candidate may submit an expression of interest for one position only.
4. Expressions of interest will be directed to the Immediate Past President, who will prepare a report for the Executive on the materials received.

www.ubcm.ca
## Appendix B

**Vancouver Metro Area Representative – List of Eligible Members**

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<td>White Rock</td>
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APPENDIX C

NOMINATIONS1 FOR THE 2011/2012 UBCM EXECUTIVE

We are qualified under the UBCM Bylaws to nominate1 a candidate and we nominate:

Name: ____________________________

Position in local government: □ Mayor □ Councillor □ Director

Municipality or Regional District represented: ____________________________

Nominated for: □ Director At Large □ Vancouver Metro Area Representative

NOMINATED BY:

Name: ____________________________

Mun/RD: ____________________________

Signature: ____________________________

Date: ____________________________

CONSENT FORM

I consent to this nomination and attest that I am qualified to be a candidate for the office I have been nominated to pursuant to the UBCM Bylaws2.

CANDIDATE:

Name: ____________________________

Position in local government: □ Mayor □ Councillor □ Director

Municipality or Regional District represented: ____________________________

Nominated for: □ Director At Large □ Vancouver Metro Area Representative

Signature: ____________________________ Date: ____________________________

TO BE RETURNED BY JANUARY 9, 2012

1 Nominations require two elected officials of members of the Union [Bylaw 4(b)].
2 All nominees of the Executive shall be elected representatives of a member of the Union [Bylaw 3(c)]. Nominees for Electoral Area Representative, Small Community Representative and Vancouver Metro Area Representative must hold the appropriate office.

www.ubcm.ca
TO: Mayor & Council | Chair & Board | Senior Staff  
FROM: UBCM Secretariat  
RE: UPDATE: RCMP Contract Negotiations  

1. **Purpose**

This communication is being forwarded to inform local governments about the status of the negotiations to renew the RCMP Policing Agreements.

On November 30, 2011 Solicitor General Shirley Bond announced that the Deputy Minister’s negotiating team was able to reach an Agreement in Principle with the federal government.

On November 30, 2011 all of the Deputy Ministers from the Province/Territorial (PT) block (BC, Yukon, Northwest Territories, Nunavut, Manitoba, Newfoundland and Labrador, Nova Scotia, New Brunswick and Prince Edward Island) indicated to the federal Deputy Minister their formal intent to forward the Agreement to their respective Cabinets for consideration.

UBCM Executive has indicated its support in principle for the renewal of the proposed RCMP Agreement.

Minister Bond also reaffirmed her commitment to work with UBCM to consult with impacted local governments as part of the Provincial government’s decision making process and move forward with the implementation of the new RCMP Agreement.

2. **Improvements Compared to the Current Agreement**

The Province has provided the following information on the new RCMP contract. Detailed information about the new Agreement has not been released at this time as many of the Provinces/Territories have not yet submitted the new contract to their respective cabinets for approval.
a) Clarity
The federal government accepted Provincial/Territorial (PT) recommendations to provide clarity around the:
• management of the Agreement;
• inclusions and exclusions of cost items/national program budgets;
• intent and/or meaning of language;
• technical operation of the Agreement; and,
• control/oversight cost control mechanisms contained in terms of consistency with other parts of the Agreement.

b) New Relationship – A Partnership
The federal government agreed to re-define the relationship between the parties. PTs have now achieved an agreement that will enhance Local Government and PT oversight and governance with respect to both National RCMP Programs and their local Police Service.

c) Accountability
The PTs achieved many new processes and mechanisms to report, plan, monitor, review, and evaluate the financial and operational aspects of local and national RCMP police services and programs.

d) Cost Containment - Control
All Contract partners will face increased costs with the new Agreements. The current estimate of the first year cost increase to BC Local Governments related solely to contract renewal is less than 1.5% over 2011/12 budgets, this does not include salary increases and other costs that were earlier identified by the RCMP. The PT negotiators focussed on gaining more control over all costs so that we may improve the overall efficiency and effectiveness of contract policing in Canada. There is now a balance between what we pay and our ability to contain and control our costs.

e) Term
The PTs agreed to continue with existing provisions respecting the twenty year term, two year opt out provision and five year review mechanism. It is anticipated that feedback and input from the BC Local Government RCMP Contract Management Committee will feed into the five year review process.
f) Independent Investigation of RCMP Complaints
   The BC Independent Investigation Office that has been created to review all serious complaints involving the RCMP will be operational by mid 2012. The Province worked with the federal government to develop draft legislation that would give the force of law to current RCMP policy, whereby incidents involving a serious injury or death and an RCMP Member are investigated by a non-RCMP police force or investigation office created for that purpose by a Province. Once passed, that legislation will also improve the existing mechanisms for civilian oversight of RCMP conduct complaints. The Province continues to press the federal government to reintroduce and pass that legislation.

g) Companion Document
   UBCM will be working with the Province to develop a Companion Document to the Municipal Policing Unit Agreements that will serve to inform Local Government about the operation and management of the RCMP Agreements. This will be a living document that can be amended/added to over time as required.

3. Next Steps

   UBCM and the Province are planning detailed briefings for January 2012 in Vancouver, Kelowna and Prince George. Further details will follow in the coming weeks regarding those meetings.

   The Municipal Police Unit Agreements will be prepared and distributed following those briefings and well in advance of the March 31, 2012 expiry of the current agreements.

UBCM Contact

If your local government has any questions regarding this communication, please contact Ken Vance, Senior Policy Advisor Email: kvance@ubcm.ca; Tel: 604-270-8226 ext. 114.

Please contact Mayor Peter Fassbender, City of Langley, at 604-514-2801 or by email at mayor@langleycity.ca if you have further questions about the negotiations.
### Seminar Dates & Locations

<table>
<thead>
<tr>
<th>Small Communities &lt;10,000 population</th>
<th>January 11 - 13</th>
<th>Delta Airport, Richmond</th>
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<tbody>
<tr>
<td>SILGA Communities</td>
<td>January 18 - 20</td>
<td>Grand Okanagan, Kelowna</td>
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<tr>
<td>AVICC Communities</td>
<td>January 24 - 26</td>
<td>January 25 - 27</td>
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<td></td>
<td>Tigh-Na-Mara, Parksville</td>
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<tr>
<td>Electoral Area Directors</td>
<td>February 8 - 10</td>
<td>Delta Airport, Richmond</td>
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<tr>
<td>AKBLG Communities</td>
<td>February 15 - 17</td>
<td>Prestige Lakeside Resort, Nelson</td>
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<tr>
<td>Large Communities &gt;10,000 population</td>
<td>February 22 - 24</td>
<td>Delta Airport, Richmond</td>
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<tr>
<td>NCLGA Communities</td>
<td>Feb. 28 – March 1</td>
<td>Inn of the North, Prince George</td>
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The LGLA Elected Officials Seminars will be offered once again following the BC local government elections. Two additional seminars have been planned for 2012.

The 2012 seminars are designed for both newly and returning elected officials and offer revised seminar content and format.

The seminars will include plenary sessions for all elected officials attending as well as concurrent sessions to meet the specific needs of newly and returning elected officials. We also invite senior management staff to attend the seminars along with their elected officials.

### Program Highlights:

- The 2012 program includes sessions on meeting procedures, setting priorities, teamwork, budgeting, financial planning, community planning, affordable housing, local government law, conflict of interest and more....
- Speakers include leading professionals and practitioners from the local government community across BC.
- Content is targeted at both newly and returning elected officials.
- Senior staff members are invited to attend with their council and board members.
- Eight different seminars will be held in locations across the Province including Nelson, Kelowna, Parksville, Richmond and Prince George.
- A special seminar program has been developed to address the needs of electoral area directors.

### Registration

Registrations in limited so please register early after November 21, 2011 at Civicinfo BC www.civicinfo.bc.ca

For more information go to www.LGLA.ca or contact LGLA Program Coordinator, Eydie Fraser at lgla@ubcm.ca or 250-356-5275.

### Local Government Leadership Academy

The Local Government Leadership Academy (LGLA) was established to serve the needs of elected officials and senior administrators by improving the competencies needed to effectively manage and lead BC’s local governments.

We Look Forward To Seeing You In January and February!
### DAY 1

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
<th>Location</th>
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<tbody>
<tr>
<td>6:00 pm</td>
<td>Registration</td>
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<tr>
<td>7:00 pm</td>
<td>Plenary Session Opening and Welcome</td>
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<tr>
<td>7:15 pm</td>
<td>The “W’s” of Elected Officials: Who you are, why you are here, what you wish to accomplish?</td>
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<tr>
<td>8:00 pm</td>
<td>Decision Making in Local Government: Keynote</td>
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<tr>
<td>9:00 pm</td>
<td>Reception</td>
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### DAY 2

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<thead>
<tr>
<th>Time</th>
<th>Event</th>
<th>Location</th>
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<tbody>
<tr>
<td>7:00 am</td>
<td>Breakfast Buffet</td>
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<tr>
<td>7:30 am</td>
<td>Clinic Session - Making Meetings Work – Meeting Procedures 101 For newly elected officials</td>
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<tr>
<td>8:30 am</td>
<td>Orientation to the Day</td>
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<tr>
<td>Time</td>
<td>Session Topic</td>
<td>Description</td>
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<tr>
<td>8:35 am</td>
<td>Roles &amp; Responsibilities</td>
<td>The roles and responsibilities of councillors/board members; staff/elected official relations &amp; the art of working together.</td>
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<tr>
<td>10:00 am</td>
<td>LGMA Presents</td>
<td>(LOCATION)</td>
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<tr>
<td>10:15 am</td>
<td>An Elected Official Comments on Roles and Responsibilities</td>
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<tr>
<td>10:30 am</td>
<td>Coffee Break</td>
<td>(LOCATION)</td>
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<tr>
<td>10:50 am</td>
<td>Concurrent Sessions</td>
<td></td>
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<tr>
<td>8:35 am</td>
<td>Newly Elected: Local Government Law</td>
<td>Overview of Community Charter and Local Government Act; statutory requirements, what you can do - what you can't; responsibilities, by-Laws and resolutions; types of meetings</td>
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<tr>
<td></td>
<td>Returning Elected: Decision Making, Priority Setting and Thinking Strategically</td>
<td>The importance of good decision making and the value of priority setting.</td>
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<tr>
<td>12:15 pm</td>
<td>Lunch Buffet</td>
<td>(LOCATION)</td>
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<td></td>
<td>Sponsor</td>
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<tr>
<td>1:30 pm</td>
<td>Plenary Session</td>
<td>Communications and the Media</td>
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<td></td>
<td>The art of media relations</td>
<td>(LOCATION)</td>
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<tr>
<td>2:30 pm</td>
<td>Coffee</td>
<td>(LOCATION)</td>
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<tr>
<td>2:50 pm</td>
<td>UBCM Presents</td>
<td>(LOCATION)</td>
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<tr>
<td>3:20 pm</td>
<td>Municipalities and Regional Districts</td>
<td>Overview of Regional Districts</td>
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<tr>
<td></td>
<td>(LOCATION)</td>
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<tr>
<td>4:10 pm</td>
<td>Council in Partnership and Collaboration</td>
<td>(LOCATION)</td>
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<tr>
<td>Time</td>
<td>Event</td>
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<tr>
<td>5:00 pm</td>
<td>Supper Break – On Your Own</td>
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<tr>
<td>7:15 pm</td>
<td>Mentoring Panel</td>
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<td><em>(LOCATION)</em></td>
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<tr>
<td>8:30 pm</td>
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**DAY 3**

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<tr>
<th>Time</th>
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<tbody>
<tr>
<td>7:00 am</td>
<td>Breakfast Buffet</td>
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<td></td>
<td><em>(LOCATION)</em></td>
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<tr>
<td>7:30 am</td>
<td>Local Governments &amp; First Nations: Working Together</td>
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<td></td>
<td><em>(LOCATION)</em></td>
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<tr>
<td>8:30 am</td>
<td>Concurrent Sessions</td>
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<td></td>
<td>Newly Elected: Local Government Financial Management – the basics.</td>
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<tr>
<td></td>
<td><em>Budgeting - everything you want to know, need to ask ...</em></td>
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<td><em>(LOCATION)</em></td>
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<tr>
<td></td>
<td>Returning Elected: Financial Management 2</td>
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<td></td>
<td><em>Strategic financial planning.</em> <em>(LOCATION)</em></td>
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<tr>
<td>10:30 am</td>
<td>Coffee Break</td>
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<td></td>
<td><em>(LOCATION)</em></td>
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<tr>
<td>10:50 am</td>
<td>Concurrent Sessions, Continued</td>
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<td></td>
<td>Newly Elected: Local Government Community Planning</td>
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<td><em>Why &amp; how we plan, the role of council &amp; staff</em></td>
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<td><em>(LOCATION)</em></td>
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<td>Returning Elected: Citizen Engagement</td>
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<td></td>
<td><em>(LOCATION)</em></td>
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<tr>
<td>12:15 pm</td>
<td>Lunch Buffet</td>
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<td><em>(LOCATION)</em></td>
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<tr>
<td></td>
<td>The Minister of Community, Sport and Cultural Development</td>
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<tr>
<td></td>
<td>Honorable Ida Chong, Minister of Community, Sport and Cultural</td>
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<tr>
<td></td>
<td>Development <em>(invited)</em></td>
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<tr>
<td>1:30 pm</td>
<td>Plenary Session - Legal Clinic</td>
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<td></td>
<td>Public Hearing Skit</td>
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<td>*Legal clinic and discussion on conflict of interest, liabilities,</td>
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<td><em>in-camera confidence</em></td>
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SLRD Regular Meeting Minutes
November 28, 2011; 10:32 AM
SLRD Boardroom
1350 Aster Street, Pemberton BC

In Attendance:

Board:   S. Gimse, Chair (Area C); Russ Oakley (Area A); M. Macri (Area B); J. Turner (Area D); R. Kirkham (Squamish); K. Melamed (Whistler); J. Sturdy (Pemberton); K. Anderson (Lillooet); P. Lalli (Squamish)

Staff:   L. Flynn, CAO; P. DeJong, Director of Administrative Services (Recording Secretary); K. Needham, Director of Planning and Development

Others: Rick Hopp, President & CEO, Run of River Power Inc.; Florian Wolff

1 Call to Order
   The meeting was called to order at 10:32 A.M.

2 Approval of Agenda
   2.1 Additions/Amendments to the Agenda
      It was moved and seconded:
      THAT late/additional materials as previously emailed to the Board be distributed.  
      CARRIED

Jeff Sabine and Janis Netzel joined the meeting at 10:35 A.M.

2.2 Resolution to Appoint Secretary & Deputy Secretary
      It was moved and seconded:
      THAT Peter DeJong, Director of Administrative Services be appointed as the Squamish-Lillooet Regional District Board Secretary;

      AND THAT Lynda Flynn, Chief Administrative Officer be appointed as the Squamish-Lillooet Regional District Board Deputy Secretary.
      CARRIED

3 Committee Reports and Recommendations
   3.1. Electoral Area Directors Committee Recommendations of November 14, 2011:
   Unweighted Vote (except as noted)

   3.1.1 Request for Decision - Development Variance Permit # 099 - Meyers - 9216 Pemberton Portage Road, Gates Lake, Electoral Area C
It was moved and seconded:

THAT the Board approve a Development Variance Permit for Lot 1, Plan 16759, District Lot 1253, LLD to vary the provisions of SLRD Zoning Bylaw No. 765, 2002 to permit the relaxation of the southerly parcel line setback from 7.5 m to 3.6 m and that the issuance of the permit be authorized.

CARRIED

3.1.2 Request for Decision - Expired Building Permit - Lothrop & Marcotte - 9410 Pemberton Portage Road, Birken

It was moved and seconded:

THAT a notice on title be registered against Lot 8, Block A, Plan 17169, District Lot 1249, LLD as “the inspection has not been satisfactorily completed” Community Charter Section 57 (1) (b) (ii).

CARRIED

3.1.3 Request for Decision - Natural Hazards Policy

It was moved and seconded:

THAT the SLRD Board adopt a policy of not accepting responsibility for natural hazard mitigation, nor for natural hazard remediation except to the extent required by statute, as outlined in the Natural Hazards Policy dated November 4, 2011.

CARRIED

3.1.4 Request for Decision - Capital Purchases for Britannia Water

It was moved and seconded:

1. THAT up to $15,640 of the $16,000 allocated for the Reserve fund be used to perform capital upgrades to the Production Well/Pumping system and the UV Reactors at the Britannia Water System.
2. THAT the Financial Plan be amended to reflect this change.

CARRIED

3.1.5 Request for Decision - Use of Capital Reserve Funds for Equipment Replacement at Britannia Beach Sewer

It was moved and seconded:

1. THAT up to $15,784 be allocated from the Britannia Beach Sewer LSA – 2802 Reserve Fund to perform capital upgrades on aging and failed infrastructure.
2. THAT the Financial Plan be amended to reflect this change.

CARRIED
3.1.6 Request for Decision - Use of Capital Reserve Funds for Equipment Replacement at Furry Creek Water

It was moved and seconded:
1. THAT up to $15,472 be allocated from the Furry Creek Water LSA – 2701 Reserve Fund to perform capital upgrades on aging and failed infrastructure and for the purchase of a Sensus Water Meter Reader to advance water reduction and user pay initiatives.
2. THAT the Financial Plan be amended to reflect this change. CARRIED

3.1.7 Request for Decision - Use of Capital Reserve Funds for Equipment Replacement at Furry Creek Sewer

It was moved and seconded:
1. THAT up to $15,305 be allocated from the Furry Creek Sewer LSA – 2801 Reserve Fund to perform capital upgrades on aging and failed infrastructure.
2. THAT the Financial Plan be amended to reflect this change. CARRIED

Weighted Vote

3.1.8 Request for Decision - Installation of Lilooet Landfill Scale

It was moved and seconded:
1. THAT the Board award the Scale Installation contract to CS Jackson for the amount of $115,234 (plus HST).
2. THAT the Financial Plan be amended to reflect this change. CARRIED

OPPOSED - Director Oakley

Janis Netzel left the meeting at 10:45 AM

4 Bylaws

Weighted Vote

4.1 Request for Decision - Security Issuing Bylaw 1138-2009

It was moved and seconded:

THAT the Board grant the request from the District of Squamish for no further borrowing on Security Issuing Bylaw 1138-2009. CARRIED

Unweighted Vote

4.2 Request for Decision - Amendment Bylaw 1221, 2011 - Removal of Campgrounds and Other Uses as Permitted uses at Pavilion Lake, Areas A & B
It was moved and seconded:

1. That the Board of the Squamish Lilooet Regional District give third reading to Electoral Area A & B Zoning Bylaw 670, Amendment Bylaw No. 1221, 2011; AND

2. That Electoral Area B and Area B Zoning Bylaw 670, Amendment Bylaw No. 1221, 2011 be forwarded to the Ministry of Transportation and Infrastructure for their approval.

CARRIED

5 Staff Reports & CAO Update

Unweighted Vote (except as noted)

5.1 Request for Decision - Canadian Snowmobile Adventures Temporary Use Permit 18 Callaghan Valley

It was moved and seconded:

1. THAT the Regional Board approve Temporary Use Permit No. 18 to Canadian Snowmobile Adventures for the period ending November 28, 2013; and that the permit be issued AND

2. THAT issuance of TUP No. 18 be subject to the provision of a letter of credit in the amount of $7,000 by Canadian Snowmobile Adventures.

It was moved and seconded:

THAT the motion be amended to read:

• THAT the Regional Board approve Temporary Use Permit No. 18 to Canadian Snowmobile Adventures for the period ending November 28, 2013; and that the permit be issued AND
• THAT issuance of TUP No. 18 be subject to the provision of a letter of credit in the amount of $7,000 by Canadian Snowmobile Adventures; AND
• THAT the applicant be required to monitor their carbon emissions and provide a report annually to the Board.

AMENDMENT CARRIED
MAIN MOTION AS AMENDED CARRIED

It was moved and seconded:

THAT the incoming Board consider initiating land use management planning in consultation with all stakeholders in the Callaghan Valley.

CARRIED

11.2 Florian Wolff Delegation - Development Variance Permit #100

It was moved and seconded:

THAT Item 11.2 be moved out of sequence.

CARRIED

Presentation and discussion.
5.2 Development Variance Permit # 100 Wolff - 1078 Goat Ridge Drive Brittania Beach, Electoral Area D

It was moved and seconded:

1. THAT the Board approve a Development Variance Permit for Lot 152, Plan BCP 20031, District Lots 1897 & 2734, Group 1, NWD to vary the provisions of SLRD Zoning Bylaw No. 540, 1994 to increase the maximum permitted height for a cottage from 7.5 m to 10.9 m and increase the maximum permitted gross floor area from 140 m² to 280 m²; AND
2. THAT the issuance of the permit be authorized.

CARRIED

5.3 Request for Decision - Provincial Natural Resource Roads Act Project Referral

It was moved and seconded:

THAT the Board authorize staff to submit the Resource Roads Survey to the Province and to the Union of BC Municipalities (UBCM) as part of their request for policy input.

CARRIED

Weighted Vote

5.4 Process to Eliminate Train Whistling at Public Crossings

It was moved and seconded:

1. THAT up to $7500 (including disbursements and HST) from Electoral Area D Select Funds be approved to hire ISL Engineering & Land Services to conduct a safety audit of the Beach Drive railway crossing in Furry Creek for potential cessation of train whistling and to prepare a report to the SLRD for review by CN Rail and Transport Canada;
2. AND THAT the CAO be authorized to execute the agreement.

It was moved and seconded:

THAT the motion be amended to read:

1. THAT up to $7500 (including disbursements and HST) from Electoral Area D Select Funds be approved to hire ISL Engineering & Land Services to conduct a safety audit of the Howe Sound Drive railway crossing in Furry Creek for potential cessation of train whistling and to prepare a report to the SLRD for review by CN Rail and Transport Canada;
2. AND THAT the CAO be authorized to execute the agreement.

CARRIED

5.5 Information Update: Mt. Meager Early Warning System

It was moved and seconded:

THAT the Board send a letter to the Province of BC stating the Board’s position that natural hazard mitigation is a Provincial responsibility and that the Board looks
forward to the Province proceeding with installation of the Mt. Meager early warning system equipment.  

CARRIED

5.6 First Nations Letter re: Governance & Boundaries Study

It was moved and seconded:

THAT the Governance & Boundaries letter as drafted be sent to First Nations and a media release as drafted be issued thereafter.  

CARRIED

5.7 Cancellation of MOTI Maintenance Funding - Highline Road

It was moved and seconded:

1. THAT staff follow up on the meeting with MOTI at the UBCM Convention regarding funding for the Highline Road via a letter requesting a meeting to address the issue;
2. AND THAT MLA’s McIntyre and Lalli be requested, via a letter, to assist in resolving the Highline Road funding issue in order to ensure the safety of residents who must rely on it as a vital link to their communities;
3. AND THAT staff check on the progress of the court case regarding the legal status of the Highline Road.

CARRIED

Director Oakley left the meeting at 11:45 A.M.

Director Oakley re-joined the meeting at 11:55 A.M.

5.8 Consolidation of the Lower Mainland Treaty Advisory Committee (LMTAC) with Metro Vancouver’s Aboriginal Relations Program

It was moved and seconded:

1. THAT the Board support the unanimous resolution of the LMTAC at their meeting of November 23, 2011:

   That the LMTAC Board advise the Union of BC Municipalities (UBCM) that LMTAC intends to continue to perform its present function as envisaged under the Memorandum of Understanding (MOU) between the UBCM and the Province of British Columbia, and that it currently seeks the support of its member jurisdictions, on a voluntary basis, to provide ongoing funding.

2. AND THAT staff send a letter to the LMTAC advising that the SLRD supports their resolution and looks forward to receipt of further information to better understand the financial implications.

CARRIED
It was moved and seconded:

THAT the Board advise Metro Vancouver that the SLRD supports the LMTAC resolution of November 23, 2011.

CARRIED

5.9 Report for Information - 2011 Local General Election

It was moved and seconded:

THAT the 2011 Local General Election report for information be received.

CARRIED

The meeting recessed at 12:10 P.M.

The meeting reconvened at 12:40 P.M.

5.10 Request for Decision - Integrated Sustainability Plan - Consultant Selection (Weighted Vote)

It was moved and seconded:

THAT the Board of the Squamish Lillooet Regional District authorize the Administrator to execute an agreement with The Whistler Centre for Sustainability for the preparation of the Integrated Sustainability Plan as outlined in their proposal dated September 30, 2011, with the cost not to exceed $50,000.

CARRIED

Arlene Mclean, Suzanne Lafrance, Jeff Sabine, Kim Needham, Janis Netzel, Brooke Carere, Nathalie Klein, and Ian Holl joined the meeting at 12:45 P.M.

5.11 CAO Verbal Update

Additional staff were present for the Thank You to the Board and the Board's thank you's to the staff.

It was moved and seconded:

THAT the CAO Verbal Update be received.

CARRIED

Arlene Mclean, Suzanne Lafrance, Jeff Sabine, Janis Netzel, Brooke Carere and Nathalie Klein left the meeting at 1:10 P.M.

6 Correspondence Requesting Action

None
7 Correspondence for Information

It was moved and seconded:

THAT Items 7.1 and 7.2 be received for information.

7.1 Ministry of Environment - Water Act Modernization (WAM) Project and the proposed new Water Sustainability Act (WSA)

7.2 SD 74 - Zero Waste Education Program

CARRIED

8 Confirmation and Receipt of Minutes

8.1 Minutes of a Public Hearing for Bylaw 1221, 2011 - September 14, 2011

It was moved and seconded:

THAT the minutes of a Public Hearing for Bylaw 1221, 2011 - September 14, 2011 be received.

CARRIED

8.2 Regular Board Meeting Minutes of October 24, 2011

It was moved and seconded:

THAT the Regular Board Meeting Minutes of October 24, 2011 be approved as circulated.

CARRIED

8.3 Electoral Area Directors Committee Meeting Minutes of November 14, 2011

It was moved and seconded:

THAT the Electoral Area Directors Committee Meeting Minutes of November 14, 2011 be received.

CARRIED

8.4 Pemberton Valley Utilities & Services Committee Meeting Minutes of November 14, 2011

It was moved and seconded:

THAT the Pemberton Valley Utilities & Services Committee Meeting Minutes of November 14, 2011 be received.

CARRIED
9  Business Arising from the Minutes
   None.

10  Decision on Late Business
    Not applicable.

11  Delegations and Petitions
   11.1  Rick Hopp, President and CEO - Run of River Power Inc - Skookum Creek IPP Referral
         Discussion. Mr. Hopp agreed to provide further information to Directors Sturdy and Turner.

Chair Gimse departed the meeting at 1:35 P.M. and Vice-Chair Ken Melamed took over as Chair.

12  Late Business
    None

13  Directors Reports
    None.

15  Adjournment
    The meeting adjourned at 1:47 P.M.

_________________________________________  ________________________________
Susan Gimse, Chair                        Peter DeJong, Secretary
Electoral Area Directors Committee
Meeting Minutes
December 5, 2011; 10:30 AM
SLRD Boardroom
1350 Aster Street, Pemberton BC

In Attendance:
Board: R. Oakley, Chair (Director, Area A); S. Gimse (Director, Area C);
M. Macri (Director, Area B); J. Turner (Director, Area D)

Staff: L. Flynn, CAO; P. DeJong, Director of Administrative Services
(Recording Secretary)

Others: M. Freitag, Director-Elect, Area D

1 Call to Order
The meeting was called to order at 10:35 AM

2 Approval of Agenda
THAT the following items be added to the agenda:

3.9 Lillooet Newspaper Article regarding Ministry of Forests Consultation Meetings with respect to Gold Bridge Parks & the Designated Parklands
3.10 Lillooet Camelsfoot Television Rebroadcasting to a Television and Radio Rebroadcasting Local Service
3.11 Area B Fuel Management Update
3.12 St’at’imc New Years Pow Wow – Request for Funding Contribution
3.13 Winds of Change - Request for Funding Contribution

It was moved and seconded:
THAT the agenda be approved as amended.
CARRIED

3 New Business

3.1 November 2011 Monthly Building Report

It was moved and seconded:
THAT the November 2011 Monthly Building Report be received.
CARRIED
3.2. **Select Funds Report - November 2011**

It was moved and seconded:

THAT $13,827 from Area A Select Funds be allocated to the Gold Bridge water service legal issues, and that any surplus remaining after the resolution of the legal issues be allocated for the general use of the Gold Bridge water service.

CARRIED

3.3. **Request for Decision - Birken Water Line Easement**

It was moved and seconded:

THAT staff contact Vancouver Coastal Health to advise that, through their septic system approval process, they have compromised a registered water source and they need to remedy the situation at their cost as it is their responsibility to ensure septic fields do not compromise registered water line easements.

CARRIED

It was moved and seconded:

THAT staff undertake Option 2 in the report to survey/register the current route for the waterline with a couple of minor amendments and obtain three quotations for the survey work.

CARRIED

It was moved and seconded:

THAT $2,718 from Area C Select Funds be allocated to the Birken Waterline survey and legal costs as noted above.

CARRIED

3.4. **Request for Decision - Electoral Area Boundary Signage**

It was moved and seconded:

1. THAT expenditures for Electoral Area boundary signs be authorized from the General Select Portal Identification Fund to a maximum of $10,000 per Electoral Area, in accordance with the number of signs required for each Electoral Area with placement of signs subject to consultation by staff with Electoral Area Directors;

2. AND THAT the cost of each sign will be in accordance with the size selected by the Electoral Area Directors Committee from the available options.

CARRIED

It was moved and seconded:

THAT the motion be amended to delete part 2 of the recommendation.

AMENDMENT CARRIED

MAIN MOTION AS AMENDED CARRIED
3.5. Crown Land Tenure 3412365 - Tyaughton Lake

It was moved and seconded:

THAT it be recommended to the Regional Board:

1. THAT the Squamish-Lillooet Regional District Board will agree to acquire the Lease from the Province over the land "All that un-surveyed Crown land in the vicinity of Gun Lake, Lillooet District, containing 0.14 hectares, more or less, for the purposes of telecommunication works". For purposes of clarity, this lease shall refer to File #3412365 - Tyaughton Lake.
2. THAT the Chair and CAO be authorized to sign the lease agreement.

CARRIED

3.6. Crown Land Tenure 3412370 - Gun Lake

It was moved and seconded:

THAT it be recommended to the Regional Board:

1. THAT the Squamish-Lillooet Regional District Board will agree to acquire the Lease from the Province over the land "All that un-surveyed Crown land in the vicinity of Gun Lake, Lillooet District, containing 0.14 hectares, more or less, for the purposes of telecommunication works". For purposes of clarity, this lease shall refer to File #3412370 - Gun Lake.
2. THAT the Chair and CAO be authorized to sign the lease agreement.

CARRIED

3.7. Crown Land Tenure - 3412391 Ogden

It was moved and seconded:

THAT it be recommended to the Regional Board:

1. THAT the Squamish-Lillooet Regional District Board will agree to acquire the Lease from the Province over the land "All that un-surveyed Crown land in the vicinity of Gun Lake, Lillooet District, containing 0.14 hectares, more or less, for the purposes of telecommunication works". For purposes of clarity, this lease shall refer to File #3412391 Ogden.
2. THAT the Chair and CAO be authorized to sign the lease agreement.

CARRIED

3.8. 2012 Electoral Area Directors Meeting Schedule

It was moved and seconded:

THAT the 2012 Electoral Area Directors Meeting Schedule be received.

CARRIED
3.9. **Lillooet Newspaper Article regarding Ministry of Forests Consultation Meetings with respect to Gold Bridge Parks & the Designated Parklands**

Discussion

3.10. **Lillooet Camelsfoot TV and Radio Association Services**

It was moved and seconded:

THAT a service establishment amendment bylaw be prepared for the Lillooet Camelsfoot TV and Radio Association Services, which includes a fixed requisition limit such that the Electoral Area B service area contribution will not exceed the amount of $2,300 for 2012.

CARRIED

3.11. **Area B Fuel Management Update**

Verbal update from CAO regarding Area B fuel management.

3.12. **St’at’imc New Years Pow Wow – Request for Funding Contribution**

It was moved and seconded:

THAT $2,175 from Area B Select Funds be granted to the St’at’imc New Years Pow Wow Committee.

CARRIED

3.13. **Winds of Change - Request for Funding Contribution**

It was moved and seconded:

THAT $3,000 from Area C Select Funds be granted to fund the activities of the Winds of Change.

CARRIED

4. **Correspondence**

4.1. **Area A Select Funds - Bralorne Church**

It was moved and seconded:

1. THAT up to $900 be granted from Area A Select Funds to the Bralorne Church in order to renew Commercial Insurance Policy #COM037658113 which expired on November 22, 2011; AND
2. THAT up to $2,500 from Area A Select Funds be granted in order to purchase oil to heat the Bralorne Church. AND
3. THAT a letter be sent to the Bralorne Church Society advising that in the future, operational costs of the church will need to be raised independently of the Regional District by the Society.

CARRIED
4.2. Request for Funds - Spirit of BC Community Committee - Pemberton Winterfest $1,500

It was moved and seconded:

THAT this item be referred to the Pemberton Valley Utilities & Services Committee Meeting later today.  

CARRIED

4.3. Devine Graveyard - Letter of Support from N'Quatqua Band

It was moved and seconded:

THAT the Devine Graveyard letter from the N'Quatqua Band be received, and a copy sent to Blair Lekstrom, Minister of Transportation and Infrastructure.

CARRIED

5 Confirmation and Receipt of Minutes

5.1. Electoral Area Directors Committee Meeting Minutes of November 14, 2011

It was moved and seconded:

THAT the Electoral Area Directors Committee Meeting minutes of November 14, 2011 be received.  

CARRIED

6 Business Arising from the Minutes

None

7 Electoral Area Directors Closed Meeting

Resolution to Close the Meeting to the Public:

THAT the Committee close the meeting to the public under the authority of Section 90(1)(g)(i) of the Community Charter; but that the Area Director-Elect, Maurice Freitag, be permitted to remain after acknowledging the obligations to keep all information disclosed confidential.

8 Adjournment

The meeting adjourned at 12:31 PM

_________________________________________  ______________________________________
R. Oakley, Chair                                    P. DeJong, Secretary
Pemberton Valley Utilities and Services  
Committee Meeting Minutes  
December 5, 2011; 2:00 PM  
SLRD Boardroom  
1350 Aster Street, Pemberton BC  

In Attendance:  
Board: J. Sturdy, Presiding Chair (Director, Pemberton); S. Gimse, (Director, Area C); A. LeBlanc (Alternate Director, Pemberton); M. Blundell (Alternate Director, Area C)  
Staff: L Flynn, CAO; P. DeJong, Director of Administrative Services (Recording Secretary); S. Lafrance, Director of Finance; P. Duhault, Recreation Services Manager  
Others: C. Lamont, Planning Director - Village of Pemberton  

1 Call to Order  
The meeting was called to order at 2:03 PM  

2 Approval of Agenda  
The following items were added to the agenda:  
3.14 Pemberton Winterfest Funding Request  
3.15 2012 Age Friendly Community Grant for Pemberton and Area C  

It was moved and seconded:  
THAT the agenda be approved as amended.  

3 New Business  
It was moved and seconded:  
THAT items 3.1 and 3.2 be received.  

3.1 Recreation Service Facilities – Monthly Operating Budgets  

3.2 2011 Recreation Services Budget Update  

It was moved and seconded:  
1. THAT staff confirm the balance of funds remaining in the Pemberton/Area C Economic Development Service and determine any ongoing costs in addition to the current monthly costs for the Venture Pemberton website; AND  
2. THAT staff discuss with the Pemberton Chamber of Commerce as to ownership and operation of the Venture Pemberton website.  

CARRIED
3.3 Customer Comments Summary - Community Recreation Survey

It was moved and seconded:

THAT the Customer Comments Summary – Community Recreation Survey be received.

CARRIED

S. Lafrance left the meeting at 3:10 PM

3.4 Heating Fuel Consumption - Meadows Facility

It was moved and seconded:

THAT PVUS receive this report for information purposes as part of the overall picture of operating an aging infrastructure.

CARRIED

3.5 Mechanical Update - Meadows Facility

It was moved and seconded:

THAT the Meadows Facility Mechanical Update report be received.

CARRIED

3.6 Fire Marshall's Inspection Report - Meadows Facility

It was moved and seconded:

THAT the Fire Marshall's Inspection Report be received and that staff circulate this report to School District No.48.

CARRIED

It was moved and seconded:

THAT it be recommended to the Regional Board:

THAT the Squamish-Lillooet Regional District give notice to School District No. 48:

1. To terminate the month to month tenancy agreement of the School District's premises at 7567 Pemberton Meadows Road (the "Meadows Facility"), effective January 31, 2012;
2. To advise that the Board wishes to negotiate a lease agreement for the use of the playing fields at the Meadows Facility; and
3. To advise that the Board wishes to negotiate a new agreement governing the use of School District facilities at the Pemberton High School and Signal Hill Elementary School.

THAT staff be authorized to provide these notices, settle the particulars with School District No. 48 regarding shut down of the boiler system and other utilities for the demised premises and begin negotiations for the new lease/agreements.
THAT staff prepare a public report outlining the key information that has led to the termination of the Meadows Facility lease, including:

- Monetary issues;
- Liability issues;
- Infrastructure issues; and
- Lack of any long-term tenure from School District No. 48

CARRIED

The meeting recessed at 4:10 PM

The meeting re-convened at 4:20 PM

3.7 Recreation Services Department - Operational Strategies Report

It was moved and seconded:

THAT the Recreation Services Department - Operational Strategies Report be received.

CARRIED

3.8 Fitness Centre Attendance Statistics

It was moved and seconded:

THAT the Fitness Centre Attendance Statistics be received.

CARRIED

3.9 Gates Lake Update & Second Floor Plan

It was moved and seconded:

THAT the Gates Lake Update Second Floor Plan be received.

CARRIED

3.10 2011 Community Recreation Program - Health Community Grant

It was moved and seconded:

THAT the 2011 Community Recreation Program - Health Community Grant report be received.

CARRIED

THAT it be recommended to the Regional Board:

THAT staff submit a grant application for Option 3 as set out in the Recreation Services Manager's Report dated December 1, 2011.

THAT the 20% matching contribution as outlined in the Recreation Services Manager's report be sourced from the Village of Pemberton and the Area C Amenity Funds.

CARRIED
3.11 Pemberton/Area C Recreation Advisory Committee (RAC) - New Members

It was moved and seconded:

THAT this item be moved to the PVUS Closed Agenda under the authority of Section 90(1)(a) of the Community Charter.

CARRIED

3.12 2012 Pemberton Valley Utilities & Services Committee Meeting Schedule

It was moved and seconded:

THAT the draft 2012 Pemberton Valley Utilities & Services Committee Meeting Schedule be received.

CARRIED

3.13 CAO Verbal Update

CARRIED

3.14 Pemberton Winterfest

It was moved and seconded:

THAT it be recommended to the Regional Board:

THAT $3,000 from the Recreation Commission Funds be allocated to Spirit of BC, Pemberton Committee for Winterfest on behalf of the Village of Pemberton and Area C.

CARRIED

3.15 2012 Age Friendly Community Grant for Pemberton and Area C

It was moved and seconded:

THAT Pemberton Valley Utilities & Services Committee receive this report for information and discussion purposes;

It was moved and seconded:

THAT it be recommended to the Regional Board:

THAT the Board, through resolution, provide non-financial support for this Age Friendly Project initiative.

CARRIED

C. Lamont left the meeting at 5:50 PM

4 Recommendations of the Pemberton/Area C Recreation Advisory Committee of November 22, 2011

4.1 Pemberton/Area C Recreation Advisory Committee - School Trustee Member
It was moved and seconded:

THAT the resolution regarding a School Trustee on the Committee be received.

CARRIED

It was moved and seconded:

THAT staff determine whether a school Trustee, as an elected official, can sit on the Pemberton/Area C Recreation Advisory Committee (RAC) and, if not, whether that person could be appointed to sit on the RAC as a participant with no vote.

CARRIED

4.2 Gates Lake Facility

It was moved and seconded:

THAT the resolution regarding Gates Lake Facility be received.

CARRIED

4.3 Gates Lake Facility

It was moved and seconded:

THAT the resolution regarding Gates Lake Facility be received.

CARRIED

5 Correspondence

5.1 Pemberton Arts Council - Request for Community Enhancement Fund Grant Application

It was moved and seconded:

THAT it be recommended to the Regional Board:

THAT $1,935.92 from Recreation Commission funds be allocated to the Pemberton Community Centre on behalf of the Pemberton Arts Council for the MADE in Pemberton Event.

CARRIED

6 Minutes

6.1 Pemberton Valley Utilities & Services Committee Draft Meeting Minutes of November 14, 2011.

It was moved and seconded:

THAT the Pemberton Valley Utilities & Services Committee meeting minutes of November 14, 2011 be adopted as circulated.

CARRIED
6.2 Pemberton/Area C Recreation Advisory Committee Draft Meeting Minutes of November 22, 2011

It was moved and seconded:

THAT the Pemberton/Area C Recreation Advisory Committee meeting minutes of November 22, 2011 be received.

CARRIED

7 Pemberton Valley Utilities & Services Committee Closed Meeting
Resolution to Close the Meeting to the Public

It was moved and seconded:

THAT the Committee close the meeting to the public under the authority of Section 90(1)(c) of the Community Charter.

CARRIED

The meeting was closed to the public at 6:25 PM

The meeting was re-opened to the public at 7:20 PM

7 Adjournment

The meeting adjourned at 7:21 PM

______________________________  ______________________________
Jordan Sturdy, Chair                Peter DeJong, Secretary
## Boards

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<th>Board</th>
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<td>Squamish-Lillooet Regional District</td>
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<td>Squamish-Lillooet Regional Hospital District (Electoral Areas A &amp; B, Lillooet &amp; Pemberton)</td>
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<td>Sea to Sky Regional Hospital District (Electoral Areas C &amp; D, Squamish, Whistler &amp; Pemberton)</td>
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## Committees

### Matters of Regional Impact
- Committee of the Whole: All Directors

### Policy Development and Review (Corporate Governance)
- Policy Development and Review Committee: Committee of the Whole

### Planning Matters
- Planning Committee (Structured & Timed Agenda)
  - Electoral Area C, Pemberton
  - Electoral Area D, Squamish
  - Electoral Areas C and D, Squamish, Whistler, Pemberton

### Utilities and Services (Except Solid Waste)
- Interior Utilities and Services: All Electoral Area Directors
- Pemberton Valley Utilities and Services (PVUS)
  - Electoral Area C, Pemberton
- Howe Sound Utilities and Services: Electoral Area D, Squamish
- Garibaldi – Whistler Utilities and Services: Electoral Area D, Whistler

### Standing Committees
- 911 North Standing Committee (Areas A & B)
  - Electoral Area A, B, Lillooet
- 911 South Standing Committee (Areas C & D)
  - Electoral Area C, D, Pemberton
- First Nations Relations Committee: Function of the Committee of the Whole
- Energy Policy Implementation Committee: Function of the Committee of the Whole
- Emergency Planning Committee: Function of the Committee of the Whole
- Building Committee: Function of the Committee of the Whole
- Human Resources: Function of the Committee of the Whole
- Interior Solid Waste Management Plan Steering Committee: Electoral Area A, Electoral Area B, Lillooet
- Coastal Solid Waste Management Plan Steering Committee: Electoral Areas C and D, Squamish, Whistler, Pemberton

### Outside Agency & Other Appointments

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