

REPORT

REQUEST FOR COUNCIL DECISION

DATE: December 29, 2017 **FILE:** 02-0870-01
FROM: Administration Services, Division of the CAO's Office
SUBJECT: Annual Renewal, Leases and Licenses to Occupy Municipally Owned Property and Contract for Services

RECOMMENDATION: THAT Council:

- A. Approve a 3.0% CPI increase to apply to leases and licenses that have an annual increase within the terms of the leases and licenses; AND
1. Direct staff to renew the Lease between the City and the Pitt Meadows Heritage and Museum Society located at 12294 Harris Road as per the terms and conditions of the proposed Lease agreement attached to this report as Attachment B, and request that the Mayor and Corporate Officer execute the Contract; AND
 2. Direct staff to renew the Licence to Occupy between the City and Stomping Grounds Coffee House located at 10931 Barnston View Road as per the terms and conditions of the proposed Licence to Occupy agreement attached to this report as Attachment C, and request that the Mayor and Corporate Officer execute the Contract; AND
 3. Direct staff to renew the Licence to Occupy between the City and Pitt Meadows Community Garden Society located at 11410 Bonson Road as per the terms and conditions of the proposed Licence to Occupy agreement attached to this report as Attachment D, and request that the Mayor and Corporate Officer execute the Contract; AND
 4. Direct staff to renew the License to Occupy agreement between the City and Halo Sawmill with respect to the facility located at 17700 Fraser Dyke Road as per the terms and conditions of the proposed License to Occupy agreement attached to this report as Attachment E, and request that the Mayor and Corporate Officer execute the Contract ; AND
- B. Direct staff to issue an RFP to seek revenue opportunities for advertising at the billboard locations vacated due to the termination of the Agreement; OR
- C. Other.

CHIEF ADMINISTRATIVE OFFICER COMMENT/RECOMMENDATION:



BACKGROUND

KEY ISSUE(S)/CONCEPT(S): Policy C040, “Leases and Licenses to Occupy Municipally Owned Property” (Attachment A) was adopted by Council in 2005 to provide a process for the renewal of leases and licenses to occupy. In this policy there is a requirement to report to Council annually on the upcoming renewals, so that Council can provide input and direction on renewal terms and conditions, rates, and any other issues that Council sees fit.

RELEVANT POLICY: This report refers to policy C040 Leases and Licenses to Occupy Municipally Owned Property (Attachment A).

STRATEGIC ALIGNMENT: The proposed recommendations are consistent with Council Policy C040 and the goal of good governance and responsible management of the City’s land assets.

DESIRED OUTCOME: That those lease and license agreements that have expired will be renewed per the proposed attached agreements and those lease and license agreements that are subject to an annual increase be increased by 3.0%.

RESPONSE OPTIONS: Under Council Policy C040, for agreements that have an annual review of fees, Council may determine the annual increase, based on either the most current CPI rate for Vancouver or other another amount as resolved by Council.

It is recommended that Council provide staff with direction to apply a CPI increase of 3.0% to leases/licenses that allow for annual increases.

For those agreements that are under consideration for renewal, Council may direct staff to further negotiate a higher annual lease/ license fee or alternatively, direct staff to lower the annual lease/ license fee from what is proposed.

IMPLICATIONS OF RECOMMENDATION

ORGANIZATIONAL: Lease/License agreements are a part of Administration Services core responsibilities and therefore management of these files is part of regular operations.

FINANCIAL: Policy C040 states that Council will determine the annual increase, if any, based on either the most current CPI rate for Vancouver or as otherwise resolved by Council to be applied to agreements that have an annual review of fees.

The current list of leases and licenses to occupy shows projected revenue of \$319,815.78 to the City for 2018 subject to Council’s approval of a 3.0% increase over 2017 rates where applicable. Council has the option of directing staff to increase renewal rates by a specified percentage for all or some of the properties, except where the City has previously agreed rates within the contract terms and conditions.

Outfront Media has provided Notice of Termination for the Billboard Agreement for their trivision billboards due to the changing marketplace and reduced demand. Outfront Media has offered to renegotiate the Agreement at a substantially reduced rate that cannot be disclosed for proprietary reasons. The termination presents an opportunity for the City to issue an RFP to gauge the market interest in advertising opportunities in these locations and, accordingly, staff recommends the City issue

an RFP to make this determination. Therefore, while there will be an interruption of revenue in 2018, this loss will be mitigated by either the renegotiation process directly with Outfront Media or as a result of the RFP process itself. As such, staff does not recommend adjusting the budget at this time until further information is known.

IMPLEMENTATION/COMMUNICATION: If Council approves the recommendations, staff will send the updated agreements to the lessees/licensees and will send out letters to those that have an annual review of fees built into their agreement to advise of the annual increase amount. In addition, staff will prepare and issue an RFP for revenue opportunities.

KATZIE FIRST NATION CONSIDERATIONS: None identified.

OTHER: None identified.

Prepared by: J. Fuller, Buyer

Submitted by: T. Penney, Manager of Administrative Services

Approved by: M. Roberts, CAO

ATTACHMENTS:

A – Council Policy C040

B – Lease Agreement, Pitt Meadows Heritage and Museum Society

C – Licence to Occupy, Stomping Grounds Coffee House

D – License to Occupy, Pitt Meadows Community Garden

E – License to Occupy, Halo Sawmill

F – Summary of Leases and Licence to Occupy of Municipal Property

G – CPI Rate Increase Calculation



COUNCIL POLICY C040

02 - Buildings, Facilities & Properties

Leases and Licenses to Occupy Municipally Owned Property

Effective Date: June 7, 2005
Revised Date: September 4, 2012
Revised Date: May 26, 2015

Purpose:

Leases and licenses to occupy City property are created to provide revenue to the City, which may offset some servicing costs, or alternately are created between the City and third parties to provide a service to the community that Council finds appropriate and may generate revenue.

Policy:

The City of Pitt Meadows owns property (land and buildings) that it may lease to third parties, or provide licenses to third parties for occupancy. Agreements to lease/occupy will be drawn between the parties with Council approval, and renewals will be handled as outlined within this policy.

1. Accountabilities

The Resource Management Committee (or other such Committee that may be formed by the City to deal with City owned land and buildings) will be responsible for identifying lease/license to occupy opportunities which will require Council approval prior to an Agreement being entered into.

2. Process and Procedures

When the Resource Management Committee identifies a piece of land or building that is suitable for lease or license to occupy they will:

- Determine if there is a municipal use for the land/buildings that precludes a lease or license to occupy.
- Obtain a fair market value based on the anticipated use.



- Call for proposals, unless it is determined by the Resource Management Committee that a specific third party has already been identified and that in the City's best interest it is prudent to negotiate with a single third party.
- Prepare and present a report to Council on the proposed lease/license to occupy for Council approval.
- Enter into an Agreement with the third party and arrange for payment schedules if applicable.
- Agreements entered into through the Maple Ridge and Pitt Meadows Parks and Leisure Services Commission are exempt from this process as these will be vetted and approved by the Commission (e.g. caretaker residences). These agreements will be listed in the annual report to Council.

Renewal Process

A list of current leases/licenses to occupy will be prepared and presented to Council each December for the upcoming year. At that time, Council will determine the annual increase, if any, based on either the most current CPI rate for Vancouver or as otherwise resolved by Council to be applied to agreements that have an annual review of fees.

Renewals of leases or license to occupy agreements without significant¹ changes [fee based or producing little or no value (\$1 or less)] would not require Council approval as Council would have approved the initial agreement. Exceptions may occur when there has been a usage change, a significant market change, or alternative use considered. Council or the Resource Management Committee may flag these cases from the initial list prepared and be presented to Council in December. All new agreements or renewals with changes will require Council approval.

Type of Agreement	Revenue Source	New or Renewal	To Council?
License to occupy	No revenue	New	Yes
		Renewal	No
	Fee Based	New	Yes
		Renewal no change	No
		Renewal with significant change	Yes
Lease	Fee Based	New	Yes
		Renewal no change	No
		Renewal with significant change	Yes

¹ Significant would mean those changes where the amount exceeds the established general increase for the year, or where there are major changes to contract language.

AGREEMENT No. 18-LEA-04

THIS LEASE dated for reference the ____ day of _____, 201____

BETWEEN:

The **CITY OF PITT MEADOWS**, a municipal corporation, having offices at 12007 Harris Road, Pitt Meadows, BC V3Y 2B5

(hereinafter called the "City")

AND: **PITT MEADOWS HERITAGE AND MUSEUM SOCIETY**, a society duly incorporated under the Societies Act of the Province of British Columbia, having its office in the Pitt Meadows museum at 12294 Harris Road, Pitt Meadows, BC V3Y 2E9

(hereinafter called the "Lessee")

WHEREAS:

- A. The *Local Government Act*, R.S.B.C. 1996, c. 323 authorizes the City to lease any real property held or owned by the City;
- B. The City is the fee simple owner of that certain building having a municipal address of 12294 Harris Road, Pitt Meadows, BC, shown on the sketch plan attached hereto as Schedule "B" and herein referred to as "the Land";
- C. The Lessee desires to lease the Land from the City and the City wishes to grant this Lease to the Lessee on the terms and subject to the conditions set out herein.

NOW THEREFORE in consideration of the premises and the payment of \$1.00 (one dollar) from each party to the other, the receipt and sufficiency of which both parties hereby acknowledge, the parties agree as follows:

1. **Demise and Term** - The City hereby demises and leases to the Lessee the Leased Area for a term of two (2) years from the 1st day of January, 2019 (the "Commencement Date") to and including the 31st day of December, 2021 (the "Term") to have and to hold for the Term for the purpose of operating a museum and storing archives, and the Lessee does hereby accept the demise and lease of the Leased Area, all subject to the covenants, conditions and agreements herein contained. The City shall have free usage of the Leased Area provided however that all booking procedures are followed as established by the Lessee.
2. **Quiet Enjoyment** - Subject to this Lease, the Lessee will and may peaceably hold and enjoy the Leased Area during the Term without interruption or disturbance by the City or any person lawfully claiming under the City.
3. **Renewal Option** - The Lessee, if not in default hereunder, may renew this Lease for a further term on the same terms and conditions contained herein, save and except for this covenant for renewal. This option must be exercised by the Lessee giving notice in writing to the City in the manner provided herein not less than 90 days prior to the expiry of the Term.

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4. **Rent** – The Lessee shall pay to the City rent in the amount of \$2.50 per year, to be paid in advance on the first day of each year of the Term (the “Rent”) and the Lessee shall pay to City, from time to time upon demand, all other sums payable to the City pursuant to this Lease (the “Additional Rent”).
5. **Leased Area Accepted “As Is”** – The Lessee accepts the Leased Area “as is” and acknowledges that it has had the opportunity to undertake such inspections, tests and surveys of the Leased Area as it considers necessary and that the City has made no representations or warranties respecting the Leased Area, and that by entering into this Lease, it is satisfied that the Leased Area is suitable for its purposes.

6. **Lessee’s Covenants**

The Lessee covenants and agrees with the City as follows:

- (a) To at all times maintain the Lessee in good standing as a non-profit society whose membership is open to the public;
- (b) Not to make or construct in, on or to the Premises any alterations or other improvements (collectively referred to as “Improvements”) without obtaining the City’s prior written consent, and to provide to the City plans showing the design and nature of construction of the proposed Improvements and their proposed location, and all such Improvements shall be constructed in accordance with such plans and in a good and workmanlike manner, and shall thereafter be maintained at the cost and expense of the Lessee, to the City’s satisfaction;
- (c) Not to commit, suffer or permit and waste, spoil, destruction, damage or injury to the Premises or the surrounding land;
- (d) Not to cause, maintain or permit anything that may or become a nuisance or annoyance in, on or from the Premises to the owners or occupiers of adjoining lands or to the public, including accumulation or rubbish, or unused personal property of any kind;
- (e) To heat the Premises as necessary to prevent damage from frost;
- (f) To promptly pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Premises including without limitation duties, levies, charges and assessments, permit and licence fees and day to day minor maintenance costs, administration and service fees as outlined in the fee for service agreement with the City;
- (g) The Lessee shall have exclusive and absolute care, custody and control of the Premises and the equipment contained therein during the Term and any subsequent terms. Equipment and facility operating and preventative maintenance, minor repairs and equipment replacement shall be the responsibility of the Lessee. Structural facility repairs, roofing, and replacement of heating, plumbing, air, electrical and ventilating systems, exterior painting and floor replacements shall be funded by the City;
- (h) To observe and cause its employees, invitees and others over whom the Lessee can reasonably be expected to exercise control to observe Schedule A – Rules and Regulations, of this Agreement, and such further and other rules and regulations of the City, acting reasonably after consultation with the Lessee, and all such rules and regulations shall be deemed to be incorporated into and form part of this Agreement.

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7. **Ownership of Improvements** – The City and the Lessee agree that all replacements, alterations, additions, changes, substitutions, improvements and repairs thereto (the “Premises”), shall at all times during the Term be vested in the Lessee, notwithstanding any rule of law to the contrary. At the expiration or early termination of the Term, the City may require the Lessee to remove all or part of the Premises and any part of the Premises not removed by the Lessee shall become the absolute property of the City free of all encumbrances, without payment of any compensation to the Lessee.
8. **Net Lease** – It is the intention of the parties that this is a “Net Lease” and at all expenses, costs and payments incurred in respect of the Leased Area and any other improvement to the Leased Area or anything affecting the Leased Area shall be borne by the Lessee.
9. **Taxes** – The Lessee shall promptly pay when due municipal, regional City, school, hospital, City and other property taxes and all other taxes, charges, levies, assessments, and other fees which may be imposed or that may arise in respect of the Leased Area or the Lessee’s use of the Leased Area.
10. **GST** – The Lessee shall pay to the City all taxes, charges, levies and other fees, including Goods and Services Tax or any replacement tax, which may be payable in respect of this Lease.
11. **Utilities** – The Lessee shall pay all charges for water supply, sewage disposal, garbage removal, gas, heating fuel, telephone service, cablevision, electricity, power or other utility or communication service rendered in respect of the Leased Area.
12. **Assigning and Subletting** - The Lessee shall not assign this Lease in whole or in part, and shall not sublet all or any part of the Leased Area or Premises and shall not licence all or any part of the Leased Area or Premises without the Lessee obtaining the prior written consent of the City in each instance, which consent will not be unreasonably withheld. In requesting the City’s consent to an assignment, sublease or licence, the Lessee must provide the City with all information requested by the City. The Lessee must, if required by the City, enter into sub-leases, assignment agreements or licences on terms required by the City, including requirements for insurance and indemnities.
13. **Use of Leased Area** – The Lessee will use the Leased Area and Premises for the primary purpose of operating a museum and, if the Lessee obtains the prior written consent of the City, which consent may not be unreasonably withheld, for another uses ancillary to the operation of a museum.
14. **Construction** – The Lessee may, if the Lessee is not then in default under this Lease and with the prior written consent of the City, construct, renovate or replace the Premises. In giving its consent, the City may impose any conditions, including, without limitation, location requirements, parking and access requirements, construction requirements, design requirements, use restrictions, financial restrictions, and security obligations.
15. **Permits Required** – The Lessee acknowledges that prior to any construction on the Leased Area, including construction, renovation or replacement of the Premises, the Lessee must obtain a building permit and a development permit and comply with all other bylaw requirements imposed by the City on construction within its boundaries.

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16. **Compliance with Laws** – The Lessee will at all times during the Term use and occupy the Leased Area in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws relating to environmental matters and relating to the
17. **Zoning** – The Lessee acknowledges that the Lessee must not use the Leased Area or permit a use of the Leased Area in breach of the zoning bylaw.
18. **No Nuisance** - The Tenant will not, at any time during the Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Land or Premises or any part thereof any noisy, noxious or offensive art, trade, business, occupation or calling and, the Tenant will not carry on, or suffer or permit to be carried on, on the Land or Premises any act, matter or thing which will or may constitute a nuisance or an unreasonable annoyance to the Landlord, to any occupant of lands and premises in the vicinity of the Land and Premises, to the public generally.
19. **Liens and Judgments** – The Lessee will not permit any liens, judgments or other charges to be registered against the Land. If any lien, judgment or other charge is registered, the Lessee will obtain its discharge within 30 days of the said registration.
20. **Filing Notice of Interest** – Throughout the term, the City is entitled to file a Notice of Interest pursuant to Section 3 (2) of the *Builders Lien Act* in the appropriate Land Title Office against title to the Land.
21. **Repairs and Maintenance** – Throughout the Term at its own expense, the Lessee shall repair and maintain the Premises and will keep the Premises in a state of good repair as a prudent owner would do. The City will not be obliged to repair, maintain, replace or alter the Leased Area or the Premises or any other building or structure or any part thereof on the Leased Area during the Term or to supply any services or utilities thereto save and except for such services and utilities as the City may be required to provide strictly in its capacity as a municipality and not in its capacity as a landlord. The Lessee hereby assumes the full and sole responsibility for the condition, operation, maintenance, repair, replacement and management of the Leased Area and Premises during the Term.
22. **Maintenance of Grounds** – The Lessee shall clear all ice and snow, cut grass, landscape, repair and replace as necessary all sidewalks, driveways, parking areas and other public areas on or adjacent to the Leased Area in a well maintained, clean, tidy and safe state as befits land used for a museum.
23. **Public Safety** – The Lessee shall take all possible precautions to ensure the safety of person using the Leased Area and Premises.
24. **Waste** – The Lessee will not commit, suffer, or permit any wilful or voluntary waste, spoil or destruction of the Leased Area.
25. **Right to Inspect** – The Lessee shall permit the City to enter the Leased Area and the Premises at all reasonable times to determine if the Lessee is complying with all its promises under this Lease.

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26. Insurance Clauses

- (a) The Lessee is responsible for insuring the Premises and all other structures, fixtures and equipment located on the Leased Area and the contents of them, to full replacement cost against risk of fire and other risks against which a prudent owner would insure.
- (b) Without limiting the Lessee's obligations and liabilities under this Lease, the Lessee shall obtain, at its own expense, and keep in force a policy of comprehensive/commercial general liability insurance providing coverage for death, bodily injury, property loss, property damage and other potential loss and damage arising out of the Lessee's use and occupation of the Leased Area in an amount of not less than five million (\$5,000,000.00) Dollars inclusive per occurrence and the City, and its elected officials, officers, employees, agents and others, shall be named as additional insureds under the policy.
- (c) On the Commencement Date and at other times upon demand by the City, the Lessee shall deliver to the City certified copies of the policies of insurance required to be maintained by the Lessee under this Lease.
- (d) The City may, from time to time, notify the Lessee to change the amount of insurance required by this Lease and the Lessee will, within 45 days of receiving such a notice, cause the amounts to be changed and deliver to the City a letter from its insurer certifying the change in the amount of insurance.
- (e) The Lessee shall ensure that all policies of insurance pursuant to this Lease are:
 - (i) placed with insurers licensed in British Columbia;
 - (ii) are written in the name of the Lessee and the City with loss payable to them as their respective interests may appear;
 - (iii) contain a cross liability clause and a waiver of subrogation clause in favour of the City;
 - (iv) primary and does not require the sharing of any loss by any insurer that insures the City;
 - (v) contain a clause to the effect that any release from liability entered into by the City prior to any loss shall not affect the right of the Lessee or the City to recover; and
 - (vi) endorsed to provide the City with 30 day's advance notice in writing of cancellation or material change.

27. Release – The Lessee hereby releases the City and its elected officials, officers, employees, agents and others from and against all demands and claims, which the Lessee may have, now or in the future, in relation to this Lease, the Leased Area or the Lessee's use or occupancy of the Leased Area.

28. Indemnity – Save and except for the negligence of the City, its employees and contractors the Lessee will and hereby does indemnify and save harmless the City from any and all liabilities, damages, costs, claims, suits or actions whatsoever in connection with or arising from:

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- (a) any breach of any obligation set forth in this Lease to be observed or performed by the Lessee;
- (b) any act, omission, or negligence of the Lessee, its members, officers, directors, employees, agents, contractors, subcontractors, subtenants, licensees, invitees or others for whom it is responsible;
- (c) any damage to property occasioned by the Lessee's use and occupation of the Leased Area and Premises or any injury to person or persons, including death, resulting at any time from the Lessee's use and occupation of the Leased Area and Premises; or
- (d) the granting of this Lease.

29. Environmental Clauses

- (a) **Definitions** – For the purpose of this Part:
 - (i) "*Environmental Law*" means all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws;
 - (ii) "*Hazardous Substance*" means a contaminant, pollutant, dangerous good, waste, toxic substance, special waste or hazardous substance as defined in or pursuant to any Environmental Law;
 - (iii) "*Notice*" means any citation, directive, order, claim, litigation, investigation, proceedings, judgment, letter or other communication, written or oral, actual or threatened, from any person, including any governmental agency;
 - (iv) "*Permit*" means any authorization, permit licence, approval or administrative consent issued pursuant to Environmental Law.
- (b) **Compliance with Laws** – The Lessee will conduct its business and operation on the Leased Area in compliance with all Environmental Laws and all Permits.
- (c) **Notice to City** – The Lessee will forthwith notify the City of the occurrence of any of the following and will provide the City with copies of all relevant documentation in connection therewith:
 - (i) a release of a Hazardous Substance on the Leased Area, except as is authorized under Environmental Law;
 - (ii) the receipt by the Lessee of a Notice from any governmental agency of non-compliance pursuant to any Environmental Law, including a Notice of non-compliance respecting a Permit;
 - (iii) the receipt by the Lessee of a Notice of a claim by a third party relating to environmental concerns; or
 - (iv) the receipt by the Lessee of information which indicates that Hazardous Substances are present in or on the Leased Area.
- (d) **Storage of Hazardous Substances** – The Lessee will not permit the storage, treatment or disposal of Hazardous Substances on the Leased Area except in accordance with all Environmental Laws.

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- (e) **Investigations** – The Lessee will conduct such investigations, searches, testing, drilling and sampling (“Investigations”) as may at any time be required by the City where any reasonable evidence exists that the Lessee's current or prior use or occupation of the Leased Area may be introducing or increasing the existence of any Hazardous Substance on the Leased Area. If the Lessee does not complete the Investigations to the satisfaction of the City, the City may enter on the property of the Lessee and take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Lessee.
- (f) **Remediation** – If Hazardous Substances are present on or in the Land as a result of the Lessee's use or occupation of the Leased Area, the Lessee will take all necessary action, at the cost of the Lessee to remediate the Land to a level acceptable to the City and to governmental authorities.
- (g) **Condition of Leased Area on Termination** – Prior to the termination of the Lease, the Lessee will conduct all Investigations required by the City where any reasonable evidence exists that the Lessee's use or occupation of the Leased Area has introduced or increased the existence of any Hazardous Substance on or in the Land. The Lessee will provide the result of the Investigations to the City. Where any Hazardous Substance is found on or in the Land as a result of the Lessee's use or occupation of the Leased Area, the Lessee will take all necessary action, at the cost of the Lessee, to remediate the Land to a level acceptable to the City and to governmental authorities.
- (h) **Permits** – The Lessee will provide to the City satisfactory documentary evidence that all Permits are valid and in good standing as requested by the City from time to time.
- (i) **Indemnity (Environmental)** – The Lessee will indemnify and save harmless the City, their officers, directors, employees, agents and shareholders from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the City, their officers, directors, employees, agents and shareholders arising, directly or indirectly, out of:
 - (i) a breach by the Lessee of any of the covenants contained in this Lease;
 - (ii) where the Lessee's use or occupancy of the Leased Area results in the presence, release or increase of any Hazardous Substance on the Land (or on any other land by way of migration, seepage or otherwise);
 - (iii) any reasonable action taken by the City with respect of the existence of or remediation for any such Hazardous Substance on the Land (or on any other land by way of migration, seepage or otherwise); or
 - (iv) any reasonable action taken by the City in compliance with any Notice of any governmental authority with respect to the existence of any such Hazardous Substance on the Land (or on any other land by way of migration, seepage or otherwise).

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30. **Survival of Indemnities** – The indemnities contained in this Lease will survive the expiration or earlier termination of the Term.
31. **Notice** – Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be satisfactory if and deemed to have occurred when:
- (i) sent by facsimile transmission or when delivered by hand, on the date of receipt; or
 - (ii) mailed by prepaid registered mail, on the date received or on the fifth day after receipt of mailing by any Canada post office, whichever is the earlier,

PROVIDED the notice is sent to the party at the address and facsimile number provided herein or to whatever other address or facsimile number the City and Lessee may from time to time advise by written notice. If normal mail service is interrupted by strike, slowdown, force majeure or other cause, then the party sending the notice, document or communication shall fax or deliver such notice, document or communication in order to ensure its prompt receipt.

32. **Notice of Default** – If the Lessee defaults in the payment of any money payable under this Lease or fails to observe, comply with or perform any of its covenants, agreements or obligations under this Lease, the City may deliver to the Lessee a notice of default (in the manner required herein for giving notices) stipulating that the default must be rectified or cured within 15 days of the notice if the default is non-payment of Rent or Additional Rent and within 30 days of the notice for other defaults, but less or no notice is required to be given by the City in emergency or urgent circumstances, as determined by the City in its sole discretion, acting reasonably, or where the Lessee has failed to keep the Leased Area and Premises insured.

If the default (other than payment of money payable by the Lessee under this Lease and other than failure to keep the Leased Area and Premises insured) reasonably requires more time to rectify or cure than 30 days, the Lessee will be deemed to have complied with the rectification or curing of it if the Lessee commences rectifying or curing the default within 30 days after notice from the City and diligently completes the same.

33. **City's Right to Perform** – If the Lessee fails to rectify or cure a default within the time and in the manner specified in a notice under section 32 and if the default is one that can be rectified or cured by the City, the City may, without further notice to the Lessee, take all steps considered in its sole discretion necessary to rectify or cure the default and all costs of doing so, including the cost of retaining professional advisors, shall be payable immediately by the Lessee as Additional Rent. Nothing in this Lease obligates the City to rectify or cure any default of the Lessee but should the City choose to do so, the City shall not be liable to the Lessee for any act or omission in the course of rectifying or curing or attempting to rectify or cure any default.
34. **Distress** – If the Rent or Additional Rent payable by the Lessee is in arrears, the City or a person authorized in writing by the City may enter upon the Leased Area and seize any goods or chattels and may sell the same.
35. **Provisos** – Provided always and it is hereby agreed that the City may, without further notice to the Lessee, terminate this Lease and re-enter and take possession of the Leased Area if:

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- (a) the Rent or any Additional Rent is unpaid for fifteen (15) days after notice pursuant to section 32; or
- (b) the Lessee fails to observe, comply with or perform any of its covenants, agreements or obligations herein and the failure is not rectified or cured by the Lessee within the time specified in section 32.

The Lessee will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Lease under this section. If the City terminates this Lease, the City retains the right to proceed at law against the Lessee for all of Rent and Additional Rent and other loss or damage and costs, including all prospective losses or prospective damages suffered or to be suffered by the City arising from the default of the Lessee under this Lease.

- 36. **Remedies Cumulative** – The City’s remedies in this Lease are cumulative and are in addition to any remedies of the City at law or in equity.
- 37. **Dissolution** – If the Lessee is a corporation and if an order is made, a resolution passed or a petition filed for the liquidation or winding up of the Lessee or if a receiver or receiver-manager is appointed to administer or carry on the Lessee’s business, then at the option of the City, the Rent, Additional Rent and all outstanding levies and charges shall become immediately due and payable and this Lease shall immediately become forfeited and void and the City may re-enter and take possession of the Leased Area.
- 38. **Bankruptcy** – If this Lease is at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee should become insolvent or make any assignment for the benefit of creditors, or commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankrupt petition is filed or presented against the Lessee or the Lessee consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging the Lessee to be bankrupt under any law relating to bankruptcy and insolvency, then at the option of the City, the Rent, Additional Rent and all outstanding levies and charges shall become immediately due and payable and this Lease shall immediately become forfeited and void and the City may re-enter and take possession of the Leased Area.
- 39. **Holding Over** – If the Lessee should hold over after the expiration of the Term and the City should accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.
- 40. **Yielding Up** – The Lessee agrees to deliver to the City the Leased Area, including the Premises or the portion thereof removed by the Lessee pursuant to section 7, at the expiry or earlier termination of this Lease in good repair, subject only to reasonable wear and tear, and in compliance with the environmental clauses in this Lease.
- 41. **Legal Costs** – Each of the City and the Lessee is responsible for its own legal costs in relation to the preparation and negotiation of this Lease.

LEASE AGREEMENT

42. **Own Cost** – The Lessee shall perform all of its obligations, covenants and agreements under this Lease solely at its own cost.
43. **Law to the Contrary** – This Lease shall enure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.
44. **Severance** – If any portion of this Lease is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Lease.
45. **Governing Law** – This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.
46. **No Waiver** – Waiver by the City of any default by the Lessee shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.
47. **References** – Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so permits or requires.
48. **Amendment** – This Lease may not be modified or amended except by an instrument in writing signed by the City and the Lessee.
49. **Remedies Not Exclusive** – No remedy conferred upon or reserved to the City is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.
50. **No Joint Venture** – Nothing in this Lease shall constitute the Lessee the agent, joint venturer or partner of the City or give the Lessee any authority or power to bind the City in any way.
51. **Charges on Title** – The Lessee shall abide by and observe all requirements and restrictions on the title to the Land registered prior to the Commencement Date.
52. **Other Dispositions** – The City reserves the right to grant rights of way, easements, covenants and other dispositions of the Land or any part of it in a manner consistent with this Lease and the Lessee shall execute any such document if requested by the City. For greater certainty, but without limiting the generality of the foregoing, a right of way, easement, covenant or other disposition is not inconsistent with this Lease if it does not charge the Leased Area.
53. **Powers Preserved** – Nothing in this Lease affects the right of the City to exercise its powers within its jurisdiction.
54. **Authority** – The Lessee represents and warrants to the City that it has full authority to enter into this Lease and to carry out the actions contemplated herein, that all resolutions and other preconditions to validity have been validly adopted, and that those signing this Lease on its behalf are authorized to bind the Lessee by their signatures.

LEASE AGREEMENT

55. **Enurement** – This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective successors.
56. **Captions** – The captions appearing in this Lease have been inserted for reference and as a matter of convenience and do not define, limit or enlarge the scope or meaning of this Lease.
57. **Interpretation** – Wherever the singular or masculine or neuter is used in this Lease, the same shall be construed as meaning the plural, the feminine or body corporate where the context so requires.
58. **Entire Lease** – The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written between the parties with respect to the subject matter hereof.
59. **Time of Essence** – Time is of the essence of this Lease.
60. **Further Assurances** – The parties shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Lease.
61. **Covenants and Conditions** – All of the provisions of this Lease shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.
62. **Interest** – If the Lessee fails to pay any money due to the City under this Lease, the amount unpaid (including unpaid interest) shall bear interest at the rate of ____% per annum calculated monthly not in advance, from the date due until the date paid.
63. **No Abatement** – The Lessee is not entitled to any abatement or reduction or deduction from the Rent or Additional Rent.
64. **Estoppel Certificate** – The Lessee will, upon request, execute and deliver a certificate certifying the current status of this Lease.
65. **Registration** – the Lessee may register this lease against the title to the Land, in which case the Lessee must pay all registration costs and property transfer tax.
66. **Conditions Precedent** – This Agreement is subject to the satisfaction of the following conditions precedent on or before the Commencement Date:
- (a) the Council of the City has approved this Agreement and the transactions contemplated herein;
 - (b) the City has provided notice to the public of the terms of this Agreement in accordance with section 26 of the *Community Charter*;
 - (c) the City has otherwise complied with all relevant provisions of the *Community Charter*, the *Local Government Act* and all other applicable enactments.

LEASE AGREEMENT

67. No fettering of discretion

- (a) Nothing contained or implied in this Agreement shall fetter in any way the discretion of the City or the Council of the City.
- (b) Nothing contained or implied in this Agreement shall derogate from the obligation of the Agents under any other agreement with the City.
- (c) The Agreement does not prejudice or affect the City's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or under the *Community Charter* or the *Local Government Act*.

LEASE AGREEMENT

- (d) The Agreement does not act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered by the Agents and the City.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

City of Pitt Meadows

by its authorized signatories:

Mayor

Corporate Officer

Pitt Meadows Heritage and Museum Society

Signed, Sealed and Delivered in the presence
of its authorized signatories:

Authorized Signatory

Authorized Signatory

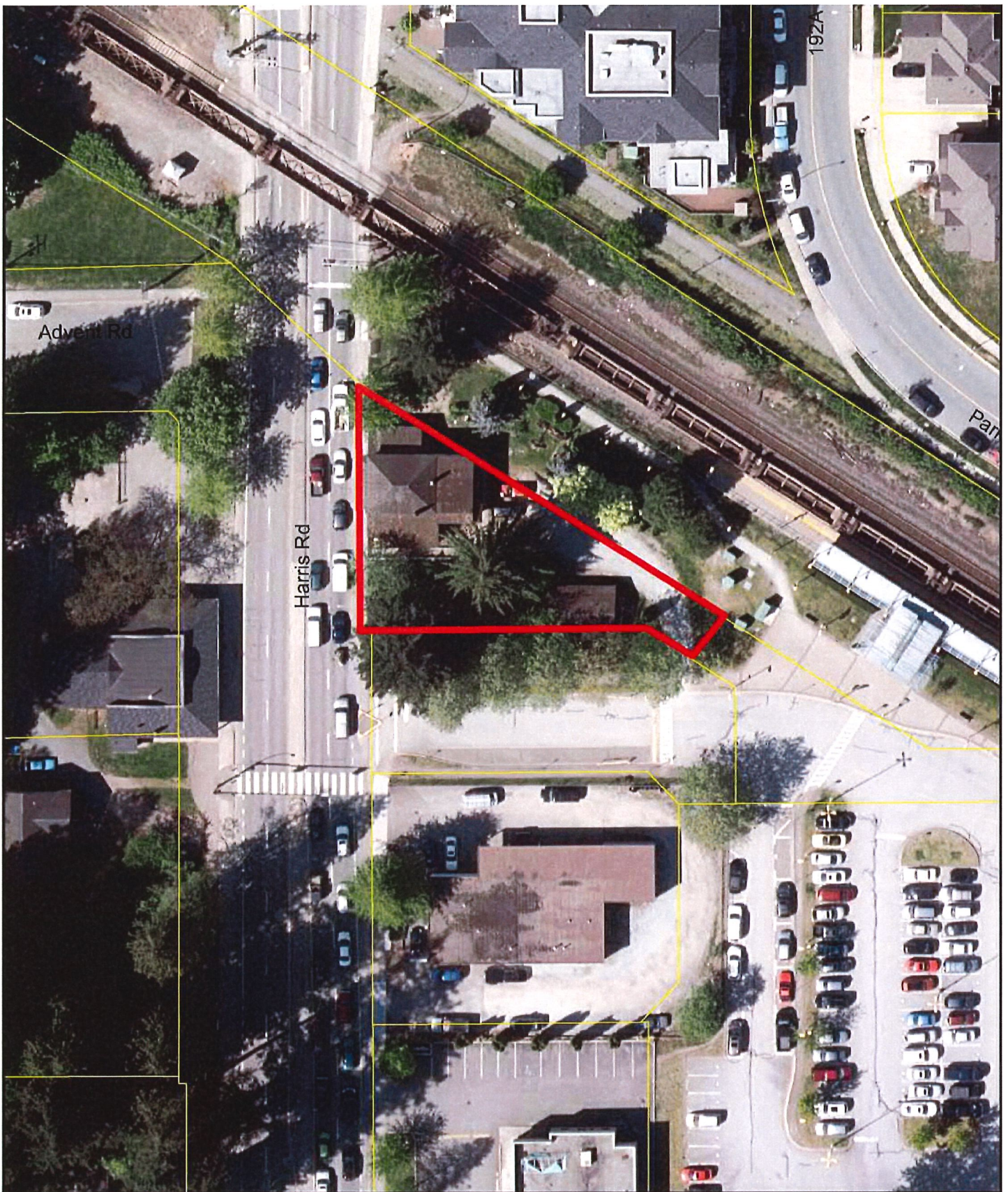
SCHEDULE A

RULES AND REGULATIONS

The Lessee shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the City after consultation with the Lessee and acting reasonably as provided in this Agreement):

1. The Lessee shall not use or permit the use of the Premises in such a manner to create objectionable noises or fumes;
2. The Lessee shall not abuse, misuse or damage the Premises or any improvements or facilities therein, and in particular shall not deposit rubbish, in any plumbing apparatus or use it for other than purposes for which it is intended;
3. The Lessee shall not permit access to main header ducts, janitors and electrical closets and other necessary means of access to mechanical electrical and other facilities to be obstructed by the placement of furniture or otherwise. The Lessee shall not place any additional locks or other security devices upon any doors of the Premises without immediately notifying the City and subject to any conditions imposed by the City for the maintenance and necessary access;
4. The foregoing Rules and Regulations, as from time to time amended, may be waived in whole or in part with respect to the Premises without waiving them as to future application to the Premises, and the imposition of such Rules and Regulations shall not create or imply any obligation of the City to enforce them to create any liability of the City for non-enforcement;
5. The Lessee and the City will conduct an annual inspection of the buildings to determine the status of repair and establish a yearly maintenance plan.

SCHEDULE B - LEASED AREA



**12294 Harris Rd - Pitt Meadows Museum
Approximate Area of Lease**

LICENCE TO OCCUPY
AGREEMENT No. 18-LOC-01

ATTACHMENT C

THIS AGREEMENT dated for reference the 3rd day of January, 2018.

BETWEEN:

DYLAN ENGLISH AND ANAHI ENGLISH DBA STOMPING GROUNDS COFFEE HOUSE, having its offices at 101 - 10931 Barnston View Road, Pitt Meadows, BC, V3Y 0B8
(hereinafter called the "Licensee")

AND:

THE CITY OF PITT MEADOWS, a municipal corporation, having offices at 12007 Harris Road, Pitt Meadows, BC, V3Y 2B5
(hereinafter called the "City")

GIVEN THAT:

- A. The City is the registered owner of those certain lands and premises situate, lying and being in the City of Pitt Meadows in the Province of British Columbia, more particularly known and described as:

36 square meter portion, more or less, located in front of Unit 101 - 10931 Barnston View Road; (the "Lands").
- B. The Licensee is the registered owner in fee simple of those lands adjacent to the Lands and wishes to occupy the thirty six (36) square meter portion, more or less, located in front of Unit 101 - 10931 Barnston View Road,;

(the "Licensee's Property").
- C. "The Licensee wishes to use the said lands for purposes supplemental to the operation of the restaurant and coffee house located at 101-10931 Barnston View Road, an area of the Lands as outlined on Schedule A to this agreement (the "Licence Area").
- D. The City has agreed that the Licensee may use and occupy the Licence Area for the purposes and on the terms and conditions herein set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants contained herein and sum of \$1.00 now paid by the Licensee to the City, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Licence** – The City, on the terms and conditions set forth herein, grants to the Licensee the non-exclusive right and licence (the "Licence") to enter onto and use the Licence Area for the purposes of supplemental to the operation of the restaurant and coffee house located at 101 - 10931 Barnston View Road, for only the Licensee and its permitted assigns and their servants, agents and invitees and for the City and its successors and assigns and their servants, agents and invitees.

2. **Term and Renewal** – This Licence shall commence on the 1st day of January, 2018 (the “Commencement Date”), and shall terminate on the 31st day of December, 2018 unless terminated on an earlier date by the City or by the Licensee pursuant to section 4 herein.

3. **Fee and Payment**

The fee for the Licence is:

January 1, 2018 to December 31, 2018 - \$475.16 plus GST, and is payable upon entering into this Agreement.

4. **Termination**

- (a) This Licence does not create any interest in property and is exclusively for the benefit of the Licensee. The Licence will automatically terminate upon the Licensee disposing of an estate in fee simple or a lease of the Licensee’s Property to which the Licence gives access,
- (b) The Licence may be cancelled or terminated despite any rule of law or equity to the contrary in accordance with any of the following provisions:
 - (i) if the Licensee defaults in the observance or performance of any of the terms and conditions contained in this Licence and the Licensee fails to cure such default(s) within 30 days after written notice from the City then the City will be entitled to terminate the Licence without limiting the City’s other remedies at law or at equity;
 - (ii) if the default under subsection (i) reasonably requires more time to rectify or cure than 30 days, the Licensee will be deemed to have complied with the rectification or curing of it if the Licensee commences rectifying or curing the default within 30 days after notice from the City and diligently completes same as soon thereafter as is reasonably practical;
 - (iii) the Licensee will be entitled to terminate this Licence for any or no reason at any time after Commencement Date upon giving thirty (30) days’ written notice to the City;
 - (iv) the City will be entitled to terminate this Licence at its sole discretion, for any or no reason and at any time upon giving ninety (90) days’ written notice to the Licensee.

All of the Licensee’s obligations under this Licence that are outstanding on the date that this Licence is terminated will survive the termination of this Agreement. For certainty, the Licensee’s obligations to release and indemnify the City shall survive the termination of this Agreement, but only in respect of events occurring before termination of this Agreement.

5. **Powers** – For the purposes of the Licence herein, the Licensee and its servants, agents and invitees shall have the right to:

- (a) use the Licence Area;
- (b) have unobstructed access to and from the Licence Area at any and all times;

- (c) bring onto and take through the Licence Area all materials and vehicles that must be transported through the Licence Area;
 - (d) clear the Licence Area and keep it clear of anything which might in the opinion of the Licensee, acting reasonably, constitute an obstruction to the use of the Licence Area by the Licensee; and
 - (e) do all other things on the Licence Area as may be reasonably necessary, desirable and incidental to the use of the Licence Area.
6. **City May Access and May Undertake Work** – The City shall have free access to all parts of the Licence Area. The City is not required to give any notice to repair the Lands or the Licence Area.
7. **No Other Improvements** – The Licensee will not, without the prior written consent of the City, construct, install, affix, place or store or permit the construction, installation, affixing, placing or storage of any buildings, structures, works, improvements, fencing, material or chattels or anything of any nature or kind including, without limitation, the parking or storage of vehicles on any part of the Licence Area.
8. **Use** – The Licence Area will be used by the Licensee for the following purposes only:
- (a) To pass and repass over and through the Licence Area, on foot or by vehicle for access to the Licensee’s Property, which is accessed from the Licence Area;
 - (b) Despite subsection (a), the City will at all times have a priority right to use and occupy any portion or all of the Licence Area, without notice, in order to access other portions of the Lands, or the Licensee’s property, or to carry out any public service or responsibility that requires use of or access to the Licence Area.
- The Licensee acknowledges and agrees that, by granting this Agreement, the City is not accepting any responsibility for the Licensee’s use of the Licence Area. The Licensee shall use best efforts to cause a minimum of obstruction and inconvenience in the Licence Area.
9. **Site Clean-up** – Upon termination of this Licence, the Licensee will leave the Licence Area in a tidy condition, and the Licensee, if required by the City in its sole discretion, shall remove all personal property belonging to the Licensee within 60 days after termination of this Agreement. Any personal property not removed by the Licensee shall become the absolute property of the City free of all encumbrances, without payment of any compensation to the Licensee.
10. **No Waste or Nuisance** – The Licensee will not commit or allow any wilful or voluntary waste or destruction of the Licence Area, or do anything that may become a nuisance or annoyance to other occupiers of the Land or adjoining lands. The Licensee will not stockpile or burn any materials on the Licence Area.
11. **Compliance with Laws** – The Licensee will at all times during the currency of this Licence use the Licence Area in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or local government laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

12. **Assignment** – Except as expressly set out herein, the rights granted to the Licensee under this Agreement may not be sublicensed, assigned, or otherwise transferred. The Licensee may assign its interest under this Licence with the prior written consent of the City, such consent not to be unreasonably withheld or delayed.
13. **Risk** – The Licensee accepts the Licence Area on an as-is basis and agrees that it will use the Licence Area at its own risk, and that the City will not be liable in respect of any loss of life, personal injury, damage to property or loss of property suffered by the Licensee, its servants, agents, or invitees arising out of this Agreement or its or their use and occupation of the Licence Area.
14. **Builders Lien Act** – If any claim of lien over the Licence Area is made under the *Builders Lien Act* for work performed on or materials supplied to the Licence Area at the Licensee's request, on the Licensee's behalf, or with the Licensee's permission, the Licensee will immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by the Licensee and the Licensee has taken the steps necessary to ensure that the claim of lien will not subject the License Area or any interest of the City's under this Agreement to sale or forfeiture.
15. **Indemnity** – The Licensee hereby indemnifies and saves harmless the City, its officers, directors, elected officials, employees and agents from and against any and all losses, claims, costs, expenses, damages and liabilities, causes of action, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the City, its officers, directors, elected officials, employees, agents and invitees arising, directly or indirectly, out of:
- (a) the uses of the Licensee under this Licence;
 - (b) a breach by the Licensee of any of the covenants contained in this Licence;
 - (c) any wrongful act or neglect of the Licensee on or about the Licence Area;
 - (d) any damage to property related to the Licensee's use and occupancy of the Licence Area;
 - (e) the death of or injury to any person arising out of or in any way connected with, directly or indirectly, the Licensee's use and occupancy of the Licence Area.

This section does not apply to liabilities, damages, costs, claims, suits or actions arising out of the gross negligence or wilful misconduct of the City, its agents, servants, employees or contractors.

16. **Insurance** – The Licensee shall obtain and keep in force throughout the existence of the Licence insurance naming the City as an additional insured and protecting the City and the Licensee (without any rights of cross-claim or subrogation against the City) against claims by any person, including any member of the public using the Lands, for personal injury, death, property loss or damage, and third party liability or public liability claims arising from any accident or occurrence on the Lands or other loss relating to the Licensee's use of the Lands to an amount of not less than Two Million (\$2,000,000.00) Dollars per occurrence (the "Insurance Policy").

- (a) The Insurance Policy shall provide that it is not terminable or alterable without the giving of 30 days' written notice to the City.
- (b) At the time of execution of this Licence, the Licensee shall deliver to the City a copy of the Insurance Policy or an insurance binder or note evidencing that the Licensee has obtained the Insurance Policy on the terms set out herein.
- (c) At any time during the Term of this Licence the City may require the Licensee to provide evidence to it that the Insurance Policy is valid and in full effect.

17. Environmental Clauses

- (a) For the purpose of this Part:
 - (i) "*Environmental Law*" means all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws;
 - (ii) "*Hazardous Substance*" means a contaminant, pollutant, dangerous good, waste, toxic substance, special waste or hazardous substance as defined in or pursuant to any Environmental Law;
 - (iii) "*Notice*" means any citation, directive, order, claim, litigation, investigation, proceedings, judgment, letter or other communication, written or oral, actual or threatened, from any person, including any governmental agency;
 - (iv) "*Permit*" means any authorization, permit licence, approval or administrative consent issued pursuant to Environmental Law.
- (b) The Licensee will conduct its business and operation on the Licence Area in compliance with all Environmental Laws and all Permits.
- (c) The Licensee will forthwith notify the City of the occurrence of any of the following and will provide the City with copies of all relevant documentation in connection therewith:
 - (i) a release of a Hazardous Substance on the Licence Area, except as is authorized under Environmental Law;
 - (ii) the receipt by the Licensee of a Notice from any governmental agency of non-compliance pursuant to any Environmental Law, including a Notice of non-compliance respecting a Permit in connection with the Licence Area;
 - (iii) the receipt by the Licensee of a notice of a claim by a third party relating to environmental concerns in connection with the Licence Area; or
 - (iv) the receipt by the Licensee of information that indicates that Hazardous Substances are present in or on the Licence Area.
- (d) The Licensee will not permit the storage, treatment or disposal of Hazardous Substances on the Licence Area.
- (e) The Licensee will conduct such investigations, searches, testing, drilling and sampling ("Investigations") as may at any time be required by the City where any reasonable evidence exists that the Licensee's use or occupation of the Licence Area pursuant to

this Licence may be introducing or increasing the existence of any Hazardous Substance on the Licence Area. If the Licensee does not complete the Investigations to the satisfaction of the City, the City may take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Licensee.

- (f) If Hazardous Substances are present on or in the Licence Area as a result of the Licensee's use or occupation of the Licence Area pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee to remediate the Licence Area to a level acceptable to the City and to governmental authorities having jurisdiction.
- (g) Prior to the termination of this Licence, the Licensee will conduct all Investigations required by the City where any reasonable evidence exists that the Licensee's use or occupation of the Licence Area pursuant to this Licence has introduced or increased the existence of any Hazardous Substance on or in the Licence Area. The Licensee will provide the result of the Investigations to the City. Where any Hazardous Substance is found on or in the Licence Area as a result of the Licensee's use or occupation of the Licence Area pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee, to remediate the Licence Area to a level acceptable to the City and to governmental authorities having jurisdiction.
- (h) The Licensee will provide to the City satisfactory documentary evidence that all Permits are valid and in good standing as requested by the City from time to time.
- (i) The Licensee will indemnify and save harmless the City, its elected officials, officers, employees, agents and others from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the City, its elected officials, officers, employees, agents and others arising, directly or indirectly, out of:
 - (i) the Licensee's use or occupancy of the Licence Area which results in the presence, release or increase of any Hazardous Substance on or off-site of the Licence Area;
 - (ii) any reasonable action taken by the City with respect to the existence of or remediation for any such Hazardous Substance on or off-site of the Licence Area; or
 - (iii) any reasonable action taken by the City in compliance with any Notice of any governmental authority with respect to the existence of any such Hazardous Substance on or off-site of the Licence Area.
- (j) Notwithstanding anything else in this Licence, the Licensee shall have no liability relating to contamination resulting solely from the City's use of the Licence Area nor shall the Licensee be required to remediate any environmental concerns which may result solely from the City's use of the Licence Area.

- 18. Notices** – Any notice or other writing required or permitted to be given to any party shall be sufficiently given if delivered by hand, or if sent by prepaid courier or if transmitted by facsimile to such party:

in the case of a notice to the Licensee, at:

Stomping Grounds Coffee House
Unit 101 - 10931 Barnston View Road
Pitt Meadows, B.C., V3Y 0B8

in the case of a notice to the City, at:

City of Pitt Meadows
12007 Harris Road
Pitt Meadows, BC V3Y 2B5
Attention: Corporate Officer
Facsimile No. 604-465-2404
Email : tpenney@pittmeadows.bc.ca

or at such other address or addresses as the party to whom such notice or other writing is to be given shall have last notified the party giving the notice in the manner provided in this section. Any notice or other writing sent in compliance with this section shall be deemed to have been given and received on the day it is so delivered unless that day is not a business day, in which case the notice shall be deemed to have been given and received on the next day that is a business day.

- 19. Breach** – In the event that the Licensee breaches any term, condition, or provision of this Agreement, the Licensee shall remedy the breach within 30 days of receipt of a notice from the City and if the breach is not remedied within that time period, all rights accruing to the Licensee under this Agreement shall cease without further notice to the Licensee, unless the City, in its sole discretion, decides otherwise.
- 20. City May Take Action** – If the Licensee fails to do any matter required of them under this Agreement, the City is entitled to take all such actions on the Licensee's behalf and at the Licensee's cost as are reasonably necessary to rectify the Licensee's failure, but the City is in no circumstance liable for not taking such action or its manner of doing so, provided that the City acts reasonably. The Licensee shall pay to the City the costs the City incurs pursuant to this provision forthwith upon receipt of an invoice.
- 21. General**
- (a) This Agreement will enure to the benefit of and be binding upon the Licensee and its successors, administrators and approved assigns and upon the City and its successors, administrators and assigns.
 - (b) Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.

- (c) Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
- (d) The Schedules attached to this Agreement form part of this Agreement.
- (e) 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.
- (f) Time is of the essence of this Agreement.
- (g) The section headings have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.
- (h) The Licensee's use of the Licence Area will under all circumstances be viewed as a licence only and will not create nor be deemed to create any property interest in favour of the Licensee in the Licence Area.
- (i) If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Agreement, the parties hereby agreeing that they would have entered into the Agreement without the severed portion.
- (j) The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

- (k) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

City of Pitt Meadows)
 by its authorized signatories:)
)

Mayor)
)
)
)
)
)
)

Corporate Officer)

Signed, Sealed and Delivered in the presence)
of its authorized signatories:)
)
)
)
)

Authorized Signatory)
)
)
)

Authorized Signatory)
)
)

SCHEDULE A
THE LICENCE AREA



101 - 10931 Barnston View Rd
Approximate Area of Lease

**LICENCE TO OCCUPY
AGREEMENT No. 18-LOC-03**

ATTACHMENT

D

THIS AGREEMENT dated for reference the 31st day of March, 2018.

BETWEEN:

PITT MEADOWS COMMUNITY GARDEN SOCIETY, 11410 Bonson Road, Pitt Meadows, BC V3Y 2S3

(hereinafter called the "Licensee")

AND:

THE CITY OF PITT MEADOWS, a municipal corporation, having offices at 12007 Harris Road, Pitt Meadows, BC, V3Y 2B5

(hereinafter called the "City")

GIVEN THAT:

- A. The City is the registered owner of those certain lands and premises situate, lying and being in the City of Pitt Meadows in the Province of British Columbia, more particularly known and described as:

Municipal park land located at 11410 Bonson Road, Pitt Meadows, BC V3Y 2S3

(the "Lands").

- B. "The Licensee wishes to use, occupy and pass through the Lands for the purposes of a community garden, an area of the Lands as outlined on Schedule A to this agreement (the "Licence Area").
- C. The City has agreed that the Licensee may use and occupy the Licence Area for the purposes and on the terms and conditions herein set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants contained herein and sum of \$1.00 now paid by the Licensee to the City, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Licence** – The City, on the terms and conditions set forth herein, grants to the Licensee the non-exclusive right and licence (the "Licence") to enter onto and use the Licence Area for the primary purpose to operate a community garden for only the Licensee and its permitted assigns and their servants, agents and invitees and for the City and its successors and assigns and their servants, agents and invitees. The Licensee shall obtain mutual agreement between the parties for any complimentary secondary uses of the community garden.
2. **Term and Renewal** – This Licence shall commence on the 1st day of April, 2018 (the "Commencement Date"), and shall terminate on the 31st day of March, 2019 unless terminated on an earlier date by the City or by the Licensee pursuant to section 4 herein.

3. Fee and Payment

The fee for the Licence is:

April 1, 2018 to March 31, 2019 - \$1.00 plus GST, and is payable upon entering into this Agreement.

4. Termination

- (a) This Licence does not create any interest in property and is exclusively for the benefit of the Licensee. The Licence will automatically terminate upon the Licensee disposing of an estate in fee simple or a lease of the Licensee's Property to which the Licence gives access.
- (b) The Licence may be cancelled or terminated despite any rule of law or equity to the contrary in accordance with any of the following provisions:
 - (i) if the Licensee defaults in the observance or performance of any of the terms and conditions contained in this Licence and the Licensee fails to cure such default(s) within 30 days after written notice from the City then the City will be entitled to terminate the Licence without limiting the City's other remedies at law or at equity;
 - (ii) if the default under subsection (i) reasonably requires more time to rectify or cure than 30 days, the Licensee will be deemed to have complied with the rectification or curing of it if the Licensee commences rectifying or curing the default within 30 days after notice from the City and diligently completes same as soon thereafter as is reasonably practical;
 - (iii) the Licensee will be entitled to terminate this Licence for any or no reason at any time after the second anniversary of the Commencement Date upon giving 30 days' written notice to the City;
 - (iv) the City will be entitled to terminate this Licence at its sole discretion, for any or no reason and at any time upon giving ninety (90) days written notice to the Licensee.

All of the Licensee's obligations under this Licence that are outstanding on the date that this Licence is terminated will survive the termination of this Agreement. For certainty, the Licensee's obligations to release and indemnify the City shall survive the termination of this Agreement, but only in respect of events occurring before termination of this Agreement.

5. Powers – For the purposes of the Licence herein, the Licensee and its servants, agents and invitees shall have the right to:

- (a) use the Licence Area;
- (b) have unobstructed access to and from the Licence Area at any and all times;
- (c) bring onto and take through the Licence Area all materials and vehicles that must be transported through the Licence Area;

- (d) clear the Licence Area and keep it clear of anything which might in the opinion of the Licensee, acting reasonably, constitute an obstruction to the use of the Licence Area by the Licensee; and
 - (e) do all other things on the Licence Area as may be reasonably necessary, desirable and incidental to the use of the Licence Area.
6. **City May Access and May Undertake Work** – The City shall have free access to all parts of the Licence Area. The City is not required to give any notice to repair the Lands or the Licence Area.
7. **No Other Improvements** – The Licensee will not, without the prior written consent of the City, construct, install, affix, place or store or permit the construction, installation, affixing, placing or storage of any buildings, structures, works, improvements, fencing, material or chattels or anything of any nature or kind including, without limitation, the parking or storage of vehicles on any part of the Licence Area.
8. **Use** – The Licence Area will be used by the Licensee for the following purposes only:
- (a) To pass and repass over and through the Licence Area, on foot or by vehicle for access to the Licensee's Property, which is accessed from the Licence Area;
 - (b) Despite subsection (a), the City will at all times have a priority right to use and occupy any portion or all of the Licence Area, without notice, in order to access other portions of the Lands, or the Licensee's property, or to carry out any public service or responsibility that requires use of or access to the Licence Area.

The Licensee acknowledges and agrees that, by granting this Agreement, the City is not accepting any responsibility for the Licensee's use of the Licence Area. The Licensee shall use best efforts to cause a minimum of obstruction and inconvenience in the Licence Area.

9. **Site Clean-up** – Upon termination of this Licence, the Licensee will leave the Licence Area in a tidy condition, and the Licensee, if required by the City in its sole discretion, shall remove all personal property belonging to the Licensee within 60 days after termination of this Agreement. Any personal property not removed by the Licensee shall become the absolute property of the City free of all encumbrances, without payment of any compensation to the Licensee.
10. **No Waste or Nuisance** – The Licensee will not commit or allow any wilful or voluntary waste or destruction of the Licence Area, or do anything that may become a nuisance or annoyance to other occupiers of the Land or adjoining lands. The Licensee will not stockpile or burn any materials on the Licence Area.
11. **Compliance with Laws** – The Licensee will at all times during the currency of this Licence use the Licence Area in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or local government laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.
12. **Assignment** – Except as expressly set out herein, the rights granted to the Licensee under this Agreement may not be sublicensed, assigned, or otherwise transferred. The Licensee may assign

its interest under this Licence with the prior written consent of the City , such consent not to be unreasonably withheld or delayed.

13. **Risk** – The Licensee accepts the Licence Area on an as-is basis and agrees that it will use the Licence Area at its own risk, and that the City will not be liable in respect of any loss of life, personal injury, damage to property or loss of property suffered by the Licensee, its servants, agents, or invitees arising out of this Agreement or its or their use and occupation of the Licence Area.
14. **Builders Lien Act** – If any claim of lien over the Licence Area is made under the *Builders Lien Act* for work performed on or materials supplied to the Licence Area at the Licensee’s request, on the Licensee’s behalf, or with the Licensee’s permission, the Licensee will immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by the Licensee and the Licensee has taken the steps necessary to ensure that the claim of lien will not subject the License Area or any interest of the City ’s under this Agreement to sale or forfeiture.
15. **Indemnity** – The Licensee hereby indemnifies and saves harmless the City , its officers, directors, elected officials, employees and agents from and against any and all losses, claims, costs, expenses, damages and liabilities, causes of action, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor’s fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the City , its officers, directors, elected officials, employees, agents and invitees arising, directly or indirectly, out of:
 - (a) the uses of the Licensee under this Licence;
 - (b) a breach by the Licensee of any of the covenants contained in this Licence;
 - (c) any wrongful act or neglect of the Licensee on or about the Licence Area;
 - (d) any damage to property related to the Licensee’s use and occupancy of the Licence Area;
 - (e) the death of or injury to any person arising out of or in any way connected with, directly or indirectly, the Licensee’s use and occupancy of the Licence Area.

This section does not apply to liabilities, damages, costs, claims, suits or actions arising out of the gross negligence or wilful misconduct of the City , its agents, servants, employees or contractors.

16. **Insurance** – The Licensee shall obtain and keep in force throughout the existence of the Licence insurance naming the City as an additional insured and protecting the City and the Licensee (without any rights of cross-claim or subrogation against the City) against claims by any person, including any member of the public using the Lands, for personal injury, death, property loss or damage, and third party liability or public liability claims arising from any accident or occurrence on the Lands or other loss relating to the Licensee’s use of the Lands to an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence (the “Insurance Policy”).
 - (a) The Insurance Policy shall provide that it is not terminable or alterable without the giving of 30 days’ written notice to the City.

- (b) At the time of execution of this Licence, the Licensee shall deliver to the City a copy of the Insurance Policy or an insurance binder or note evidencing that the Licensee has obtained the Insurance Policy on the terms set out herein.
- (c) At any time during the Term of this Licence the City may require the Licensee to provide evidence to it that the Insurance Policy is valid and in full effect.

17. Environmental Clauses

- (a) For the purpose of this Part:
 - (i) "*Environmental Law*" means all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws;
 - (ii) "*Hazardous Substance*" means a contaminant, pollutant, dangerous good, waste, toxic substance, special waste or hazardous substance as defined in or pursuant to any Environmental Law;
 - (iii) "*Notice*" means any citation, directive, order, claim, litigation, investigation, proceedings, judgment, letter or other communication, written or oral, actual or threatened, from any person, including any governmental agency;
 - (iv) "*Permit*" means any authorization, permit licence, approval or administrative consent issued pursuant to Environmental Law.
- (b) The Licensee will conduct its business and operation on the Licence Area in compliance with all Environmental Laws and all Permits.
- (c) The Licensee will forthwith notify the City of the occurrence of any of the following and will provide the City with copies of all relevant documentation in connection therewith:
 - (i) a release of a Hazardous Substance on the Licence Area, except as is authorized under Environmental Law;
 - (ii) the receipt by the Licensee of a Notice from any governmental agency of non-compliance pursuant to any Environmental Law, including a Notice of non-compliance respecting a Permit in connection with the Licence Area;
 - (iii) the receipt by the Licensee of a notice of a claim by a third party relating to environmental concerns in connection with the Licence Area; or
 - (iv) the receipt by the Licensee of information that indicates that Hazardous Substances are present in or on the Licence Area.
- (d) The Licensee will not permit the storage, treatment or disposal of Hazardous Substances on the Licence Area.
- (e) The Licensee will conduct such investigations, searches, testing, drilling and sampling ("Investigations") as may at any time be required by the City where any reasonable evidence exists that the Licensee's use or occupation of the Licence Area pursuant to this Licence may be introducing or increasing the existence of any Hazardous Substance on the Licence Area. If the Licensee does not complete the Investigations to the

satisfaction of the City, the City may take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Licensee.

- (f) If Hazardous Substances are present on or in the Licence Area as a result of the Licensee's use or occupation of the Licence Area pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee to remediate the Licence Area to a level acceptable to the City and to governmental authorities having jurisdiction.
- (g) Prior to the termination of this Licence, the Licensee will conduct all Investigations required by the City where any reasonable evidence exists that the Licensee's use or occupation of the Licence Area pursuant to this Licence has introduced or increased the existence of any Hazardous Substance on or in the Licence Area. The Licensee will provide the result of the Investigations to the City . Where any Hazardous Substance is found on or in the Licence Area as a result of the Licensee's use or occupation of the Licence Area pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee, to remediate the Licence Area to a level acceptable to the City and to governmental authorities having jurisdiction.
- (h) The Licensee will provide to the City satisfactory documentary evidence that all Permits are valid and in good standing as requested by the City from time to time.
- (i) The Licensee will indemnify and save harmless the City , its elected officials, officers, employees, agents and others from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the City , its elected officials, officers, employees, agents and others arising, directly or indirectly, out of:
 - (i) the Licensee's use or occupancy of the Licence Area which results in the presence, release or increase of any Hazardous Substance on or off-site of the Licence Area;
 - (ii) any reasonable action taken by the City with respect to the existence of or remediation for any such Hazardous Substance on or off-site of the Licence Area; or
 - (iii) any reasonable action taken by the City in compliance with any Notice of any governmental authority with respect to the existence of any such Hazardous Substance on or off-site of the Licence Area.
- (j) Notwithstanding anything else in this Licence, the Licensee shall have no liability relating to contamination resulting solely from the City's use of the Licence Area nor shall the Licensee be required to remediate any environmental concerns which may result solely from the City 's use of the Licence Area.

18. Notices – Any notice or other writing required or permitted to be given to any party shall be sufficiently given if delivered by hand, or if sent by prepaid courier or if transmitted by facsimile to such party:

in the case of a notice to the Licensee, at:

Pitt Meadows Community Garden Society
11410 Bonson Road
Pitt Meadows, BC V3Y 2S3

in the case of a notice to the City , at:

City of Pitt Meadows
12007 Harris Road
Pitt Meadows, BC V3Y 2B9
Attention: Corporate Officer
Facsimile No. 604-465-2404
Email : tpenney@pittmeadows.bc.ca

or at such other address or addresses as the party to whom such notice or other writing is to be given shall have last notified the party giving the notice in the manner provided in this section. Any notice or other writing sent in compliance with this section shall be deemed to have been given and received on the day it is so delivered unless that day is not a business day, in which case the notice shall be deemed to have been given and received on the next day that is a business day.

19. **Breach** – In the event that the Licensee breaches any term, condition, or provision of this Agreement, the Licensee shall remedy the breach within 30 days of receipt of a notice from the City and if the breach is not remedied within that time period, all rights accruing to the Licensee under this Agreement shall cease without further notice to the Licensee, unless the City , in its sole discretion, decides otherwise.
20. **City May Take Action** – If the Licensee fails to do any matter required of them under this Agreement, the City is entitled to take all such actions on the Licensee's behalf and at the Licensee's cost as are reasonably necessary to rectify the Licensee's failure, but the City is in no circumstance liable for not taking such action or its manner of doing so, provided that the City acts reasonably. The Licensee shall pay to the City the costs the City incurs pursuant to this provision forthwith upon receipt of an invoice.
21. **General**
 - (a) This Agreement will enure to the benefit of and be binding upon the Licensee and its successors, administrators and approved assigns and upon the City and its successors, administrators and assigns.
 - (b) Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
 - (c) Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
 - (d) The Schedules attached to this Agreement form part of this Agreement.

- (e) 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.
- (f) Time is of the essence of this Agreement.
- (g) The section headings have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.
- (h) The Licensee's use of the Licence Area will under all circumstances be viewed as a licence only and will not create nor be deemed to create any property interest in favour of the Licensee in the Licence Area.
- (i) If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Agreement, the parties hereby agreeing that they would have entered into the Agreement without the severed portion.
- (j) The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

- (k) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

City of Pitt Meadows)
by its authorized signatories:)
)
)
)
)
_____)
Mayor)
)
)
)
_____)
Corporate Administrator)

Pitt Meadows Community Garden Society)
Signed, Sealed and Delivered in the presence)
of its authorized signatories:)
)
)
)
_____)
Authorized Signatory)
)
)
)
_____)
Authorized Signatory)
)



City of Pitt Meadows



**11410 Bonson Rd - Community Garden
Approximate Area of Lease**

**LICENCE TO OCCUPY
AGREEMENT No. 18-LOC-02**

ATTACHMENT E

THIS AGREEMENT dated for reference the 31st day of March, 2018 is

BETWEEN:

HALO SAWMILL MANUFACTURING LIMITED PARTNERSHIP, 17700 Fraser Dyke Road, Pitt Meadows, BC V3Y 1Z1

(hereinafter called the "Licensee")

AND:

CITY OF PITT MEADOWS, a municipal corporation, having offices at 12007 Harris Road, Pitt Meadows, BC, V3Y 2B5

(hereinafter called the "City")

GIVEN THAT:

- A. The City is the registered owner of those certain lands and premises situate, lying and being in the City of Pitt Meadows in the Province of British Columbia, more particularly known and described as:
.5Ha portion of road right of way shown in bold outline in Schedule A and referred to as Fraser Dyke Road, adjacent to the north of 17700 Fraser Dyke Road, Pitt Meadows, BC V3Y 1Z1 (the "Lands").
- B. The Licensee is the registered owner in fee simple of those lands adjacent to the Lands, and wishes to occupy the .5Ha portion adjacent to 17700 Fraser Dyke Road (the "Licensee's Property");
- C. The Licensee wishes to use, occupy and pass through for the purposes of placement of an underground water chamber and for other uses ancillary to that purpose, as well as for staging and storing and parking related to its business, and for no other purpose, as outlined on Schedule A to this Agreement (the "Licence Area").
- D. The City has agreed that the Licensee may use and occupy the Licence Area for the purposes and on the terms and conditions herein set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants contained herein and sum of \$1.00 now paid by the Licensee to the City, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Grant of Licence** – The City, on the terms and conditions set forth herein, grants to the Licensee the non-exclusive right and licence (the "Licence") to enter onto and use the Licence Area for the purposes of placement of an underground water chamber and for other uses ancillary to that purpose, as well as for staging and storing and parking related to its business, and for no other purpose, for only the Licensee and its permitted assigns and their servants, agents and invitees and for the City and its successors and assigns and their servants, agents and invitees.

2. **Term and Renewal** – This Licence shall commence on the 1st day of April, 2018 (the “Commencement Date”), and shall terminate on the 31st day of March, 2019 unless terminated on an earlier date by the City or by the Licensee pursuant to section 4 herein.

3. **Fee and Payment**

The fee for the Licence is:

April 1, 2018 to March 31, 2019 - \$9,802.51 plus GST, and is payable upon entering into this Agreement.

4. **Termination**

- (a) This Licence does not create any interest in property and is exclusively for the benefit of the Licensee. The Licence will automatically terminate upon the Licensee disposing of an estate in fee simple or a lease of the Licensee’s Property to which the Licence gives access.
- (b) The Licence may be cancelled or terminated despite any rule of law or equity to the contrary in accordance with any of the following provisions:
 - (i) if the Licensee defaults in the observance or performance of any of the terms and conditions contained in this Licence and the Licensee fails to cure such default(s) within 30 days after written notice from the City then the City will be entitled to terminate the Licence without limiting the City ’s other remedies at law or at equity;
 - (ii) if the default under subsection (i) reasonably requires more time to rectify or cure than 30 days, the Licensee will be deemed to have complied with the rectification or curing of it if the Licensee commences rectifying or curing the default within 30 days after notice from the City and diligently completes same as soon thereafter as is reasonably practical;
 - (iii) the Licensee will be entitled to terminate this Licence for any or no reason at any time after the second anniversary of the Commencement Date upon giving 30 days’ written notice to the City;
 - (iv) the City will be entitled to terminate this Licence at its sole discretion, for any or no reason and at any time upon giving ninety (90) days written notice to the Licensee.

All of the Licensee’s obligations under this Licence that are outstanding on the date that this Licence is terminated will survive the termination of this Agreement. For certainty, the Licensee’s obligations to release and indemnify the City shall survive the termination of this Agreement, but only in respect of events occurring before termination of this Agreement.

5. **Powers** – For the purposes of the Licence herein, the Licensee and its servants, agents and invitees shall have the right to:

- (a) use the Licence Area;
- (b) have unobstructed access to and from the Licence Area at any and all times;

- (c) bring onto and take through the Licence Area all materials and vehicles that must be transported through the Licence Area;
 - (d) clear the Licence Area and keep it clear of anything which might in the opinion of the Licensee, acting reasonably, constitute an obstruction to the use of the Licence Area by the Licensee; and
 - (e) do all other things on the Licence Area as may be reasonably necessary, desirable and incidental to the use of the Licence Area.
6. **City May Access and May Undertake Work** – The City shall have free access to all parts of the Licence Area. The City is not required to give any notice to repair the Lands or the Licence Area.
7. **No Other Improvements** – The Licensee will not, without the prior written consent of the City, construct, install, affix, place or store or permit the construction, installation, affixing, placing or storage of any buildings, structures, works, improvements, fencing, material or chattels or anything of any nature or kind including, without limitation, the parking or storage of vehicles on any part of the Licence Area.
8. **Use** – The Licence Area will be used by the Licensee for the following purposes only:
- (a) To pass and repass over and through the Licence Area, on foot or by vehicle for access to the Licensee’s Property, which is accessed from the Licence Area;
 - (b) Despite subsection (a), the City will at all times have a priority right to use and occupy any portion or all of the Licence Area, without notice, in order to access other portions of the Lands, or the Licensee’s property, or to carry out any public service or responsibility that requires use of or access to the Licence Area.
- The Licensee acknowledges and agrees that, by granting this Agreement, the City is not accepting any responsibility for the Licensee’s use of the Licence Area. The Licensee shall use best efforts to cause a minimum of obstruction and inconvenience in the Licence Area.
9. **Site Clean-up** – Upon termination of this Licence, the Licensee will leave the Licence Area in a tidy condition, and the Licensee, if required by the City in its sole discretion, shall remove all personal property belonging to the Licensee within 60 days after termination of this Agreement. Any personal property not removed by the Licensee shall become the absolute property of the City free of all encumbrances, without payment of any compensation to the Licensee.
10. **No Waste or Nuisance** – The Licensee will not commit or allow any wilful or voluntary waste or destruction of the Licence Area, or do anything that may become a nuisance or annoyance to other occupiers of the Land or adjoining lands. The Licensee will not stockpile or burn any materials on the Licence Area.
11. **Compliance with Laws** – The Licensee will at all times during the currency of this Licence use the Licence Area in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or local government laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

12. **Assignment** – Except as expressly set out herein, the rights granted to the Licensee under this Agreement may not be sublicensed, assigned, or otherwise transferred. The Licensee may assign its interest under this Licence with the prior written consent of the City , such consent not to be unreasonably withheld or delayed.
13. **Risk** – The Licensee accepts the Licence Area on an as-is basis and agrees that it will use the Licence Area at its own risk, and that the City will not be liable in respect of any loss of life, personal injury, damage to property or loss of property suffered by the Licensee, its servants, agents, or invitees arising out of this Agreement or its or their use and occupation of the Licence Area.
14. **Builders Lien Act** – If any claim of lien over the Licence Area is made under the *Builders Lien Act* for work performed on or materials supplied to the Licence Area at the Licensee’s request, on the Licensee’s behalf, or with the Licensee’s permission, the Licensee will immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by the Licensee and the Licensee has taken the steps necessary to ensure that the claim of lien will not subject the License Area or any interest of the City ’s under this Agreement to sale or forfeiture.
15. **Indemnity** – The Licensee hereby indemnifies and saves harmless the City , its officers, directors, elected officials, employees and agents from and against any and all losses, claims, costs, expenses, damages and liabilities, causes of action, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor’s fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the City , its officers, directors, elected officials, employees, agents and invitees arising, directly or indirectly, out of:
- (a) the uses of the Licensee under this Licence;
 - (b) a breach by the Licensee of any of the covenants contained in this Licence;
 - (c) any wrongful act or neglect of the Licensee on or about the Licence Area;
 - (d) any damage to property related to the Licensee’s use and occupancy of the Licence Area;
 - (e) the death of or injury to any person arising out of or in any way connected with, directly or indirectly, the Licensee’s use and occupancy of the Licence Area.

This section does not apply to liabilities, damages, costs, claims, suits or actions arising out of the gross negligence or wilful misconduct of the City , its agents, servants, employees or contractors.

16. **Insurance** – The Licensee shall obtain and keep in force throughout the existence of the Licence insurance naming the City as an additional insured and protecting the City and the Licensee (without any rights of cross-claim or subrogation against the City) against claims by any person, including any member of the public using the Lands, for personal injury, death, property loss or damage, and third party liability or public liability claims arising from any accident or occurrence on the Lands or other loss relating to the Licensee’s use of the Lands to an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence (the “Insurance Policy”).

- (a) The Insurance Policy shall provide that it is not terminable or alterable without the giving of 30 days' written notice to the City.
- (b) At the time of execution of this Licence, the Licensee shall deliver to the City a copy of the Insurance Policy or an insurance binder or note evidencing that the Licensee has obtained the Insurance Policy on the terms set out herein.
- (c) At any time during the Term of this Licence the City may require the Licensee to provide evidence to it that the Insurance Policy is valid and in full effect.

17. Environmental Clauses

- (a) For the purpose of this Part:
 - (i) "*Environmental Law*" means all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws;
 - (ii) "*Hazardous Substance*" means a contaminant, pollutant, dangerous good, waste, toxic substance, special waste or hazardous substance as defined in or pursuant to any Environmental Law;
 - (iii) "*Notice*" means any citation, directive, order, claim, litigation, investigation, proceedings, judgment, letter or other communication, written or oral, actual or threatened, from any person, including any governmental agency;
 - (iv) "*Permit*" means any authorization, permit licence, approval or administrative consent issued pursuant to Environmental Law.
- (b) The Licensee will conduct its business and operation on the Licence Area in compliance with all Environmental Laws and all Permits.
- (c) The Licensee will forthwith notify the City of the occurrence of any of the following and will provide the City with copies of all relevant documentation in connection therewith:
 - (i) a release of a Hazardous Substance on the Licence Area, except as is authorized under Environmental Law;
 - (ii) the receipt by the Licensee of a Notice from any governmental agency of non-compliance pursuant to any Environmental Law, including a Notice of non-compliance respecting a Permit in connection with the Licence Area;
 - (iii) the receipt by the Licensee of a notice of a claim by a third party relating to environmental concerns in connection with the Licence Area; or
 - (iv) the receipt by the Licensee of information that indicates that Hazardous Substances are present in or on the Licence Area.
- (d) The Licensee will not permit the storage, treatment or disposal of Hazardous Substances on the Licence Area.
- (e) The Licensee will conduct such investigations, searches, testing, drilling and sampling ("Investigations") as may at any time be required by the City where any reasonable evidence exists that the Licensee's use or occupation of the Licence Area pursuant to

this Licence may be introducing or increasing the existence of any Hazardous Substance on the Licence Area. If the Licensee does not complete the Investigations to the satisfaction of the City , the City may take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Licensee.

- (f) If Hazardous Substances are present on or in the Licence Area as a result of the Licensee's use or occupation of the Licence Area pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee to remediate the Licence Area to a level acceptable to the City and to governmental authorities having jurisdiction.
- (g) Prior to the termination of this Licence, the Licensee will conduct all Investigations required by the City where any reasonable evidence exists that the Licensee's use or occupation of the Licence Area pursuant to this Licence has introduced or increased the existence of any Hazardous Substance on or in the Licence Area. The Licensee will provide the result of the Investigations to the City . Where any Hazardous Substance is found on or in the Licence Area as a result of the Licensee's use or occupation of the Licence Area pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee, to remediate the Licence Area to a level acceptable to the City and to governmental authorities having jurisdiction.
- (h) The Licensee will provide to the City satisfactory documentary evidence that all Permits are valid and in good standing as requested by the City from time to time.
- (i) The Licensee will indemnify and save harmless the City , its elected officials, officers, employees, agents and others from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the City , its elected officials, officers, employees, agents and others arising, directly or indirectly, out of:
 - (i) the Licensee's use or occupancy of the Licence Area which results in the presence, release or increase of any Hazardous Substance on or off-site of the Licence Area;
 - (ii) any reasonable action taken by the City with respect to the existence of or remediation for any such Hazardous Substance on or off-site of the Licence Area; or
 - (iii) any reasonable action taken by the City in compliance with any Notice of any governmental authority with respect to the existence of any such Hazardous Substance on or off-site of the Licence Area.
- (j) Notwithstanding anything else in this Licence, the Licensee shall have no liability relating to contamination resulting solely from the City's use of the Licence Area nor shall the Licensee be required to remediate any environmental concerns which may result solely from the City's use of the Licence Area.

- 18. Notices** – Any notice or other writing required or permitted to be given to any party shall be sufficiently given if delivered by hand, or if sent by prepaid courier or if transmitted by facsimile to such party:

in the case of a notice to the Licensee, at:

Halo Sawmill Manufacturing Limited Partnership
17700 Fraser Dyke Road,
Pitt Meadows, BC V3Y 1Z1
Attention: Glen Frank

in the case of a notice to the City , at:

City of Pitt Meadows
12007 Harris Road
Pitt Meadows, BC V3Y 2B9
Attention: Corporate Officer
Facsimile No. 604-465-2404
Email : tpenney@pittmeadows.bc.ca

or at such other address or addresses as the party to whom such notice or other writing is to be given shall have last notified the party giving the notice in the manner provided in this section. Any notice or other writing sent in compliance with this section shall be deemed to have been given and received on the day it is so delivered unless that day is not a business day, in which case the notice shall be deemed to have been given and received on the next day that is a business day.

- 19. Breach** – In the event that the Licensee breaches any term, condition, or provision of this Agreement, the Licensee shall remedy the breach within 30 days of receipt of a notice from the City and if the breach is not remedied within that time period, all rights accruing to the Licensee under this Agreement shall cease without further notice to the Licensee, unless the City , in its sole discretion, decides otherwise.
- 20. City May Take Action** – If the Licensee fails to do any matter required of them under this Agreement, the City is entitled to take all such actions on the Licensee's behalf and at the Licensee's cost as are reasonably necessary to rectify the Licensee's failure, but the City is in no circumstance liable for not taking such action or its manner of doing so, provided that the City acts reasonably. The Licensee shall pay to the City the costs the City incurs pursuant to this provision forthwith upon receipt of an invoice.
- 21. General**
- (a) This Agreement will enure to the benefit of and be binding upon the Licensee and its successors, administrators and approved assigns and upon the City and its successors, administrators and assigns.

- (b) Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
- (c) Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
- (d) The Schedules attached to this Agreement form part of this Agreement.
- (e) 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.
- (f) Time is of the essence of this Agreement.
- (g) The section headings have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.
- (h) The Licensee's use of the Licence Area will under all circumstances be viewed as a licence only and will not create nor be deemed to create any property interest in favour of the Licensee in the Licence Area.
- (i) If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Agreement, the parties hereby agreeing that they would have entered into the Agreement without the severed portion.
- (j) The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

(k) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CITY OF PITT MEADOWS)
by its authorized signatories:)
)
)
)
)
_____)
Mayor)
)
)
)
_____)
Corporate Administrator)

**HALO SAWMILL MANUFACTURING
LIMITED PARTNERSHIP**
Signed, Sealed and Delivered in the presence)
of its authorized signatories:)
)
)
)
_____)
Authorized Signatory)
)
)
)
_____)
Authorized Signatory)
)
)

SCHEDULE A - LICENCE AREA



City of Pitt Meadows



17700 Fraser Dyke Rd
Approximate Area of Lease

ATTACHMENT F

Summary of Leases and Licence to Occupy of Municipal Property

Current Tenant	Property	Expiry Date	2018 Fees
LEASES			
Discovery Playhouse	12027 Harris Road (PMFRC)	September 30, 2018	\$18,929.35
Love 2 Learn Childcare Services	12047 Harris Road	June 30, 2019	\$26,031.03
Panda Bear Children's Place	12460 Harris Rd	June 30, 2019	\$11,331.00
Akasaka Restaurant (dba 0824783 BC Ltd)	19175 122nd Avenue	August 31, 2020	\$24,207.06
Bergthorson Academy	12229 Harris Road	August 31, 2020	\$23,203.80
LICENCE TO OCCUPY			
Dylan English and Anahi English dba Stomping Grounds Coffee House	10931 Barnston View Road	December 31, 2017	\$487.51
Halo Sawmill	north of 17700 Fraser Dyke Road	March 31, 2018	\$9,771.10
Northland Marina Properties Inc.	dyke adjoining 14179 Reichenbach Rd	May 31, 2020	\$2,894.95
Highland Redi-Green Turf Farm	end of Windsor Road	June 18, 2020	\$312.08
Hank Bitter (Hank's Trucking)	Ford Road - Right of Way	September 30, 2020	\$6,198.54
S & A Services	17998 Lougheed Hwy	August 31, 2025	\$12,661.36
Pattison Outdoor Advertising	Digital Video Display - 2 locations	October 1, 2029	\$75,000.00
Pattison Bus Stop Advertising	Transit Shelter Advertising		\$12,000.00
CBS Outdoor # 1	Billboards	March 31, 2018	\$12,500.00
CBS Outdoor # 2	Billboards	June 30, 2019	\$50,000.00
Telus Mobility	Fire Hall 122A Ave	May 31, 2019	\$13,513.00
Roger's Wireless	Fire Hall 122A Ave	October 31, 2018	\$13,512.00
Freedom/Wind Mobile (Was Globallive)	Fire Hall 122A Ave	July 1, 2019	\$13,513.00
Projected Revenue			\$326,065.78 + GST



Statistics Canada

ATTACHMENT G

[Home](#) > [Summary tables](#) >Related tables: [Consumer price indexes](#).[Share this page](#)

Consumer Price Index, by city (monthly)

	November 2016	October 2017	November 2017	October 2017 to November 2017	November 2016 to November 2017
	2002=100			% change	
All-items					
St. John's (N.L.)	133.8	135.7	136.2	0.4	1.8
Charlottetown and Summerside (P.E.I.)	131.2	132.8	134.1	1.0	2.2
Halifax (N.S.)	129.8	131.6	132.0	0.3	1.7
Saint John (N.B.)	128.8	131.3	132.3	0.8	2.7
Québec (Que.)	125.6	127.1	127.4	0.2	1.4
Montréal (Que.)	125.9	127.7	128.1	0.3	1.7
Ottawa-Gatineau (Ont. part)	128.3	130.3	130.7	0.3	1.9
Toronto (Ont.)	131.7	134.3	134.6	0.2	2.2
Thunder Bay (Ont.)	124.5	126.1	126.2	0.1	1.4
Winnipeg (Man.)	127.7	131.1	131.7	0.5	3.1
Regina (Sask.)	132.4	136.3	137.6	1.0	3.9
Saskatoon (Sask.)	132.2	136.1	137.3	0.9	3.9
Edmonton (Alta.)	134.8	137.5	138.5	0.7	2.7
Calgary (Alta.)	135.4	138.2	138.9	0.5	2.6
Vancouver (B.C.)	124.6	128.4	128.4	0.0	3.0
Victoria (B.C.)	120.9	123.3	123.4	0.1	2.1
Whitehorse (Y.T.)	126.1	127.3	129.0	1.3	2.3
Yellowknife (N.W.T.)	132.5	133.4	134.4	0.7	1.4

Source: Statistics Canada, CANSIM, table **326-0020** and Catalogue nos. **62-001-X** and **62-010-X**.
Last modified: 2017-12-21.