



# VILLAGE OF SILVERTON

## COMMITTEE OF WHOLE COUNCIL AGENDA

SILVERTON COUNCIL CHAMBERS – VILLAGE OFFICE – 421 LAKE AVE.

October 12, 2017

4:30 pm

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### CALL TO ORDER

“The Village of Silverton acknowledges the Aboriginal Peoples on whose traditional territories we stand.”

### ADOPTION OF MINUTES/AGENDA

1. Minutes of the Committee of Whole Council Meeting held August 29, 2017
2. Adoption of the Agenda

### DELEGATION

### GENERAL GOVERNANCE

- G1. Silverton Gallery, operational model, governance

### ADJOURNMENT

**MINUTES OF THE *COMMITTEE OF THE WHOLE COUNCIL MEETING* HELD IN  
COUNCIL CHAMBERS ON TUESDAY, AUGUST 29, 2017 AT 4:30PM**

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**PRESENT:** Mayor Clarke, Councillors C. Bell, B. Christian, L. Main, Councillor A. Yofonoff

**ABSENT:**

**STAFF:** D. Garceau, Chief Administrative Officer

**CALL TO ORDER**

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Mayor Clarke called the meeting to order at 4:30pm.

**ADOPTION OF THE MINUTES/ AGENDA**

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Minutes of the Committee of Whole Council Meeting held August 1, 2017 accepted as presented.

Agenda accepted as presented.

**DELEGATION**

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None at this time.

AUGUST 29, 2017 Committee of Whole Council Meeting Minutes

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GENERAL GOVERNANCE

G1. BEAR RESISTANT GARBAGE CONTAINERS

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Received for information.

G2. RAIN BARREL PROGRAM

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Recommendation:

“Pursuant to the report of the Chief Administrative Officer and the Committee of the Whole Meeting held August 29, 2017, Silverton Village Council will make available to the residents of Silverton the rain barrel kits at no cost as a water conservation program.”

G3. BOKASHI PROJECT

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Received for information.

G4. SOLAR CHARGING STATION

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Received for information.

**AUGUST 29, 2017 Committee of Whole Council Meeting Minutes**

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**G5. SOLAR PV PROJECT**

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Recommendation:

“Pursuant to the report of the Chief Administrative Officer and the Committee of the Whole Meeting held August 29, 2017, Silverton Village Council receive the feasibility study by Hakai Energy Solutions for a Solar PV Project at designated municipal facilities and further that staff be instructed to make an application for funding under the Strategic Priorities Fund in pursuit of funding for the proposed Solar PV Project.”

**G6. CLIMATE ADAPTATION PROGRAM**

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Recommendation:

“Pursuant to the report of the Chief Administrative Officer and the Committee of the Whole Meeting held August 29, 2017, Silverton Village Council is in support of participating in the Columbia Basin Rural Development Institute’s proposed Climate Adaptation Partner Grant Project and allocate a financial contribution of up to \$5,000 and in-kind staff support.”

**ADJOURNMENT**

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Meeting adjourned at 5:31pm.

CERTIFIED CORRECT:

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Mayor Clarke

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Chief Administrative Officer

LEASE

THIS LEASE made 1<sup>st</sup> day of October 2003.

UNDER THE LAND TRANSFER FORM ACT, PART 2  
AND THE LOCAL GOVERNMENT ACT

**BETWEEN:**

**THE CORPORATION OF THE VILLAGE OF SILVERTON**  
P.O. Box 14  
Silverton, BC  
V0G 2B0

(the "Landlord")

**OF THE FIRST PART**

**AND:**

**SLOCAN LAKE GALLERY SOCIETY Incorporation No. S-0016794**  
P.O. Box 123  
Silverton, BC  
V0G 2B0

(the "Tenant")

**OF THE SECOND PART**

**WHEREAS**

- A.** The Landlord is the owner of the land and improvements known as  
Legal Description: Parcel A, Plan 14048, District Lot 434, Kootenay Land District, (SEE  
XJ11594), PID # 019-209-274 (Former Lots 6-21, BL 5, Plan 574, DL 434, KLD)  
The Silverton Gallery (the "Land")  
408 4<sup>th</sup> Street  
Silverton, BC V0G 2B0

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the rents and agreements to be paid and performed by the Tenant,

1. **Premises**

The Landlord leases to the Tenant the building commonly known as the Silverton Gallery (the "Premises") located on the Land situated in Silverton, British Columbia. This lease is not a lease of the Land or any part of the Land.

2. **Term**

For the term of ten (10) years commencing on the 1<sup>st</sup> day of October 2003 and ending on the 30<sup>th</sup> day of September 2013 and further that the Slocan Lake Gallery Society have the first rights to renew this lease for another ten years commencing on the 1<sup>st</sup> day of October 2013 and ending on the 30<sup>th</sup> day of October 2023.

3. **Use**

The Tenant shall use the Premises solely for the purposes set out in the Tenant's constitution and bylaws, in effect as of the date of commencement of the term of this lease.

4. **Rent**

The Tenant shall pay to the Landlord an annual rent of One Thousand (\$1,000.00) dollars due and payable in advance on the 1st day of October in each year of the term.

5. **Tenant's Covenants**

The Tenant covenants with the Landlord:

**Rent**

(a) to pay all rents reserved under this Lease;

**Taxes**

(b) to pay all taxes, rates, duties and assessments whatsoever, whether municipal, provincial, federal, or otherwise, including GST, charged upon the Tenant or the Landlord as a result of the Tenant's occupation of or use of the Premises unless exempted by municipal bylaw;

### Utilities

- (c) to pay as they become due all charges for all gas, oil, telephone and electric light and power used on the Premises;

### Construction

- (d) that it will not alter, renovate, enlarge or modify the Premises or place, erect or construct any buildings or structures on the Premises unless, prior to commencing any construction, having obtained
  - (i) the approval of the Landlord;
  - (ii) a building permit, where required by law, authorizing the construction or renovations of the buildings and structures set out in the permit and the plans and specifications attached to it; and
  - (iii) required inspections,

and all work shall be carried out at the cost of the Tenant;

### Repair

- (e) that the tenant will maintain and repair normal wear and tear to the Premises and will give immediate notice to the Landlord of any defect in water, gas or other pipes or fixtures, heating apparatus, electric or other wires or fixtures, or in any structure on the Premises. These will be responded to according to the Municipal Building Maintenance Policy which stands in effect for the duration of the lease.
- (f) and that the Landlord may enter and view the state of repair and the Tenant will repair within thirty (30) days of receiving written notice any defect or deficiency in the condition of the Premises, damage by fire, lightning, tempest, earthquake or other Acts of God excepted;
- (g) and will keep and leave whole and in good repair all water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Premises;
- (h) and the Tenant will leave the Premises in good repair;

### **Assign or Sublet**

- (i) that it will not assign nor sublet without written consent of the Landlord's Council, which consent shall not be unreasonably withheld;
- (j) that the Landlord's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Lease requires the Tenant to perform, and the Tenant shall pay the Landlord's reasonable costs incurred in connection with the Tenant's request for consent;

### **Nuisance**

- (k) that it will not carry on or do or allow to be carried on or done on the Premises anything that
  - (i) may be or become a nuisance to the Landlord or the public,
  - (ii) increases the hazard of fire or liability of any kind,
  - (iii) increases the premium rate of insurance against loss by fire or liability upon the Premises or
  - (iv) invalidates any policy of insurance for the Premises; or
  - (v) directly or indirectly causes damage to the Premises;

### **Regulations**

- (l) that it will
  - (i) comply promptly at its own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Landlord or the Tenant, and
  - (ii) indemnify the Landlord from all lawsuits, damages, losses, costs or expenses that the Landlord may incur by reason of non-compliance by the Tenant with legal requirements or by reason of any defect in the Premises or any injury to any person or to any personal property contained on the Premises unless the damages, losses, costs, expenses or injuries are the result of the negligence of the Landlord;



### **Insurance**

- (m) that it will take out and maintain during the Term, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use and occupancy of the Premises by the Tenant in the amount of not less than the amount of insurance coverage the Landlord is required to have for the premises per single occurrence or such greater amount as the Landlord may from time to time designate, naming the Landlord as an insured party thereto and shall provide the Landlord with a certified copy of such policy or policies;
- (n) that all policies of insurance shall contain a waiver of subrogation clause in favour of the Landlord and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving the Landlord 30 days prior to written notice;
- (o) that if the Tenant does not provide or maintain in force the insurance required by this Lease, the Landlord may take out the necessary insurance and pay the premium for periods of one year at a time, and the Tenant shall pay to the Landlord as additional rent the amount of the premium immediately on demand;
- (p) that if both the Landlord and the Tenant have claims to be indemnified under any insurance required by this Lease, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant;

### **Indemnification**

- (q) that it will indemnify the Landlord from and against all lawsuits, damages, losses, costs or expenses which the Landlord may incur by reason of the use of the Premises by the Tenant or the carrying on upon the Premises of any activity in relation to the Tenant's use of the Premises and in respect of any loss, damage or injury sustained by the Tenant, or by any person while on the Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, including all costs and legal costs, taxed on a solicitor and client basis, and disbursements and this indemnity shall survive the expiry or sooner determination of this Lease, and is limited to the indemnification to any damages, losses or claims suffered up until the date of the expiry of the lease;

**Builders' Liens**

- (r) that it will indemnify the Landlord from and against all claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Tenant may make or cause to be made on, in or to the Premises; and will allow the Landlord to post and will keep posted on the Premises any notice that the Landlord may desire to post under the provisions of the Builders' Lien Act;

**Landlord's Access**

- (s) that the Landlord shall have access at all times to the Premises;

**Possession**

- (t) that it will at the expiration or sooner determination of this Lease peaceably surrender and give up possession of the Premises without notice from the Landlord, any right to notice to quit or vacate being hereby expressly waived by the Tenant, despite any law or custom to the contrary;

**Maintenance**

- (u) to maintain the premises at all times to same standards to which the Village maintains this and other Village owned properties, as set out in Village Municipal Buildings Maintenance Policy dated September 9<sup>th</sup>, 2003;

**Annual Reports**

- (v) to present the Tenants Annual Report to the Council of the Landlord each year;

6. **Landlord's Covenants**

The Landlord covenants with the Tenant for quiet enjoyment;

7. **Miscellaneous Covenants**

And it is hereby mutually agreed:

**Re-entry**

- (a) that if the Tenant shall default in the payment of rent, or the payment of any other sum payable hereunder, or fail to perform any covenant hereunder and if such default shall continue for thirty (30) days after the giving of written notice by the Landlord to the Tenant, then the Landlord may re-enter the Premises and the

rights of the Tenant with respect to the Premises shall lapse and be absolutely forfeited;

**Forfeiture**

- (b) that the Landlord, by waiving or neglecting to enforce the right to forfeiture of this Lease or the right of re-entry upon breach of any covenant, condition or agreement in it, does not waive the Landlord's rights upon any subsequent breach of the same or any other covenant, condition or agreement in this Lease;

**Distress**

- (c) that if the Landlord is entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use enough force necessary for that purpose and for gaining admittance to the Premises and the Tenant releases the Landlord from liability for any loss or damage sustained by the Tenant as a result;

**Destruction**

- (d) that if the Premises or any part of them are at any time during the Term burned down or damaged by fire, lightning, explosion, tempest, or earthquake, so as to render them unfit for the purpose of the Tenant, and if the Landlord elects not to undertake restoration, repair or replacement this Lease shall terminate and the rent or a proportionate part of it according to the date the damage was sustained shall be abated.

**Tenant's Improvements and Fixtures**

- (e) that all removable buildings, structures, and improvements, including cover-all buildings, placed or constructed on the Premises by the Tenant, and all of the Tenant's equipment, fixtures and other belongings, shall be removed by the Tenant within 12 months of the end of the Term or other determination of this Lease;

**Holding Over**

- (f) that if the Tenant holds over following the Term and the Landlord accepts rent; this Lease becomes a tenancy from month to month subject to those conditions in this Lease applicable to a tenancy from month to month;

**Landlord's Payments**

- (g) that if the Landlord incurs any damage, loss or expense or makes any payment for which the Tenant is liable under this Lease, then the Landlord may add the cost or amount of the damage, loss, expense or payment to the rent and may recover it as if it were rent in arrears;

### Landlord's Repairs

(h) that

- (i) if the Tenant fails to repair or maintain the Premises in accordance with this Lease, the Landlord, its agents, employees or contractors may, upon ninety-six (96) hours notice, enter the Premises and make the required repairs or do the required maintenance and recover the cost from the Tenant, and
- (ii) in making the repairs or doing the maintenance the Landlord may bring and leave upon the Premises all necessary materials, tools and equipment, and
- (iii) the Landlord will not be liable to the Tenant for any inconvenience, annoyance, loss of business or injury suffered by the Tenant by reason of the Landlord effecting the repairs or maintenance;

### Insolvency

(i) that if

- (i) the Term or any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale or chattel mortgage, or
- (ii) if a writ of execution issues against the goods or chattels of the Tenant, or
- (iii) if the Tenant makes any assignment for the benefit of creditors, or
- (iv) if the Tenant becomes insolvent or bankrupt, or
- (v) being an incorporated company or society if proceedings are begun to wind up the company or society, or
- (vi) if the Premises or any part of them becomes vacant and unoccupied for a period of thirty (30) days or is used by any other person or persons for any purpose other than permitted in this Lease without the written consent of the Landlord, the Term shall, at the option of the Landlord, immediately become forfeited and the then current month's rent for the three months next following shall immediately become due and payable as liquidated

damages to the Landlord, and the Landlord may re-enter and repossess the Premises despite any other provision of this Lease;

**Removal of Goods**

- (j) if the Tenant removes its goods and chattels from the Premises, the Landlord may follow them for 30 days;

**Renewal**

- (k) that upon the expiration of the Term the parties may mutually agree to enter into a new lease of the Premises containing agreed terms and conditions.

**Time**

- (l) that time shall be of the essence of this Lease;
- (m) that either party may terminate this Lease by giving six (6) months written notice of termination and the termination shall be effective at the expiration of the six (6) month period;

**Notices**

- (n) that any notice required to be given under this Lease shall be deemed to be sufficiently given:
  - (i) if delivered, at the time of delivery, and
  - (ii) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the Landlord:

At the address on page 1 of this Lease

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If to the Tenant:

At the address on page 1 of this Lease

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or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of the mailing the notice, the delivery of mail in the

Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute then the notice may only be given by actual delivery of it;

**Fitness of Premises**

- (o) that the Landlord has made no representation or warranties as to the condition, fitness or nature of the Premises and by executing this Lease, the Tenant releases the Landlord from any and all claims which the Tenant now has or may in future have in that respect;
- (p) that the Tenant admits that it has inspected the Premises in their present state and that they are suitable for the Tenant's purposes;

**Net Lease**

- (q) that this Lease shall be a complete carefree net lease to the Landlord as applicable to the Premises and the Landlord shall not be responsible during the Term for any cost, charges, expenses or outlays of any nature whatsoever except for the cost of insuring the structure in respect of the Premises or its contents except those mentioned in this Lease;

**Binding Effect**

- (r) that this Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees;

**Amendment**

- (s) that the parties hereto may by agreement amend the terms of this Lease, such amendment to be evidenced in writing and executed by both parties;

**Law Applicable**

- (t) that this Lease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia;

**Interpretation**

- (u) that when the singular or neuter are used in this Lease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;
- (v) all provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;

(w) that the headings to the clauses in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or provision of it;

IN WITNESS the parties have signed and sealed this Lease on the \_\_\_\_ day of \_\_\_\_\_, 2004.

THE CORPORATE SEAL OF the )  
Village of Silverton )  
was hereunto affixed )  
in the presence of: )  
\_\_\_\_\_)  
Mayor )  
\_\_\_\_\_)  
Administrator )

C/S

**SIGNED, SEALED AND DELIVERED**  
By Slocan Lake Gallery Society  
in the presence of:

\_\_\_\_\_)  
Officer )  
\_\_\_\_\_)  
Officer )