



COWICHAN LAKE RECREATION COMMISSION MEETING AGENDA

THURSDAY, JUNE 22, 2017
COWICHAN LAKE SPORTS ARENA MEETING ROOM
311 SOUTH SHORE ROAD, LAKE COWICHAN BC

7:00 PM

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9. NEW BUSINESS

10. ADJOURNMENT

The next Cowichan Lake Recreation Commission Meeting will be held Thursday, July 27, 2017 at 7:00 PM, in the Cowichan Lake Sports Arena Meeting Room, 311 South Shore Road, Lake Cowichan, BC.

Commission Members

T. Gamble, Chairperson
L. Johnson, Vice-Chair
T. Akiyama

C. Bath
E. Fearon
Mayor R. Forrest, Town of Lake Cowichan

Director K. Kuhn
Director I. Morrison
T. Repstock

Minutes of the Cowichan Lake Recreation Commission Meeting held on Thursday, May 25, 2017 in the Cowichan Lake Sports Arena Meeting Room, 311 South Shore, Lake Cowichan BC at 7:00 PM.

PRESENT: Chair T. Gamble
Vice-Chair L. Johnson
Mayor R. Forrest
Director I. Morrison
Alternate Director J. Tatham
T. Akiyama
T. Repstock

ALSO PRESENT: J. Elzinga, General Manager, Community Services, CVRD
L. Blatchford, Manager, Cowichan Lake Recreation
R. Frost, West Cowichan Facilities Coordinator
L. Bowery, Recording Secretary

ABSENT: E. Fearon
C. Bath
K. Kuhn

APPROVAL OF AGENDA

It was moved and seconded that the agenda be approved.

MOTION CARRIED

ADOPTION OF MINUTES

M1 Regular Cowichan Lake Recreation Commission meeting of April 27, 2017

It was moved and seconded that the minutes of the Regular Cowichan Lake Recreation meeting of April 27, 2017 be adopted.

MOTION CARRIED

CORRESPONDENCE

C1 Lake Cowichan Fire Department (LCFD) – Monroe Grobe

The Commission agreed by consensus to move Item NB1 directly after Item C1.

NB1 **It was moved and seconded that a letter be written offering the 40% discount as per established policy and that the discount be offered to Lake Cowichan Fire Department for their annual hockey fundraising event in future years.**

MOTION CARRIED

REPORTS

R1 Rob Frost, West Cowichan Facility Coordinator Verbal Report

Nothing to report.

R2 Linda Blatchford, Manager, Cowichan Lake Recreation Verbal Report Re: Updates about Lake to Lake Walk & Marathon Press Release; NAHC; BC Hockey; Curling Rink Report Status; LEGEND update; Ice; Lake Days Dance; Free Rec Day; June Commission Agenda; Ice Conditions of Use Form; 2018 Budget Process

Lake to Lake Walk and Marathon press release was shared.

NAHC update by J. Elzinga

- Final debrief coming soon;
- Fantastic event;
- Good sportsmanship shown by the kids and;
- The hand carved trophy may appear in the Sports Hall of Fame.

BC Hockey U-18 female Invitational Selection Camp went extremely well. Cowichan Lake Recreation facility and staff received kudos from BC Hockey staff and Hockey Canada Scouts for being exceptional. This event brought in \$28,235.00.

The RFP for the Curling Rink Report has not been prepared yet, but the plan is to start that process next week.

LEGEND went live today and the manager is excited about the functionality of this system.

The Lake Days Dance poster was shared and dance tickets are now on sale.

Free Rec Day for Adults is Saturday, June 3, 2017 from 4:00 PM to 8:00 PM. There will be free Yoga, Zumba, Carpet Bowling, and Pickleball. As well as a live band and a no host bar from 6:00 PM to 8:00 PM.

The June Commission Agenda will be very full one.

The new Ice – Conditions of Use document was shared.

The 2018 budget process has changed.

R3 Directors I.Morrison and K.Kuhn Verbal Report Re: CVRD Board Update

- Area F Grants-in-Aid done;
- Compliments received on Kinsol Trestle;
- Saturday Victoria commuter service;
 - \$10.00 flat rate;
 - 3 runs per day and;
 - Pilot project to start in September.
- Public meeting for Water/Sewer Project to be held at Mesachie Hall on June 8, 2017 at 7:00 PM;

- New Area B Interim Director to replace Sonia Furstenuau;
- Meade Creek moved to temporary location on North Shore Rd and;
- Dr. Paul Hasselback from Mid Island Health did a presentation to the Board on a proposed Regional Overdose Prevention Site.

R4 Mayor R. Forrest Verbal Report Re: Town of Lake Cowichan Update

Capital Projects and Events

- Paving Cowichan Ave West;
- New water mains being installed;
- Tenders out for water treatment plant project;
- Centennial Park project is re-commencing today;
- Applying for a grant to retrofit the Town Hall;
- Public Meeting at the Centennial Hall on May 29, 2017 at 6:30 PM;
- Heritage Wall of Fame Event Saturday, June 10, 2017 at 4:00 PM and;
- Still Standing public showing Tuesday, August 1, 2017 at 9:00 PM, location to be determined.

NEW BUSINESS

NB1 LCFD request

The Commission agreed by consensus to move Item NB1 directly after Item C1.

ADJOURNMENT

8:40 PM **It was moved and seconded that the meeting be adjourned.**

MOTION CARRIED

The meeting adjourned at 8:40 PM.

Chair

Recording Secretary

Dated: _____

June 9, 2017

I am writing to you on behalf of 1st Lake Cowichan Scouts.

We would like to thank you for your amazing support over this past year in allowing us to use such a fabulous facility (Mesachie hall) as our meeting place for Cubs and Scouts.

We used the hall each Tuesday evening between September and June, and have made a wealth of memories there! There were 14 Cubs (age 8-10) and 12 Scouts (age 11-14) involved this year. The hall is the perfect location for our group, and we enjoy having the gym area, dining hall for crafts and activities, and kitchen as well. And the proximity to the ball field, playgrounds, Bear Lake and community resources is fabulous.

We would like to request that our contract for use be extended for another year, as is.

That would mean us meeting once a week (Tuesday evenings) between 5:30-9pm. (we are normally only there 6:30-8, but it is nice to have extra time allotted for special events).

Thank you for considering our request.

With great respect,

Amanda Sawatzky,

On behalf of 1st Lake Cowichan Scouts.



STAFF REPORT TO COMMISSION

DATE OF REPORT June 13, 2017
MEETING TYPE & DATE Cowichan Lake Recreation Commission of June 22, 2017
FROM: Cowichan Lake Recreation Division
 Community Services Department
SUBJECT: 1st Lake Cowichan Scouts Mesachie Lake Hall Use 2017
FILE:

PURPOSE/INTRODUCTION

The purpose of this report is to provide information regarding the 1st Lake Cowichan Scouts use of Mesachie Lake Hall.

RECOMMENDED RESOLUTION

That Cowichan Lake Recreation continue to rent the Mesachie Lake Hall to the Scouts for \$25/month (plus tax) September 1, 2017 to August 31, 2018.

BACKGROUND

At their meeting, June 25, 2015, the Cowichan Lake Recreation Commission agreed to enter into a contract with the 1st Lake Cowichan Scouts allowing them to use the Mesachie Lake Hall, rent free from September 2015 to January 1, 2016. Effective January 1, 2016, a rental fee of \$25 per month for the next eight months was then charged.

At their meeting, June 23, 2017 the Commission agreed to continue to rent the Mesachie Lake Hall to the Boy Scouts for \$25 a month (plus tax) September 1, 2016 to August 31, 2017.

This agreement was to be reviewed after one year.

Amanda Sawatzky wrote a letter to the Commission on June 9, 2017 requesting that their contract for hall use be extended for another year without any changes. Please see the attached letter.

ANALYSIS

80 dates in the Mesachie Lake Hall were requested by this group between September 6, 2016 and June 11, 2017 for a total of 195 hours of use.

Multiple Use User Groups (MUUGS) are allowed to have one free meeting a month in the arena meeting room. 1st Lake Cowichan Scouts had 9 meetings during their season which added up to 31.5 hours of meeting time.

No other user group requested use of the Mesachie Lake Hall or the meeting room during the times that the Scouts used the facility.

There were no concerns or issues raised by facility staff regarding cleanliness of the facilities, damage or issues of compromised security during this time.

This program provides community benefit in that it assists with keeping children active while teaching them valuable lifelong skills. Management feels that it is great to see this facility used on a weekly basis.

FINANCIAL CONSIDERATIONS

\$250 dollars in rental revenue for the Mesachie Lake Hall was generated by this group through their use this past season which worked out to \$1.28/hr of use. This does not include the one free meeting a month.

COMMUNICATION CONSIDERATIONS

Staff would contact 1st Lake Cowichan Scouts to let them know the Commission’s decision.

STRATEGIC/BUSINESS PLAN CONSIDERATIONS


Not applicable

Referred to (upon completion):

- Community Services (*Island Savings Centre, Cowichan Lake Recreation, South Cowichan Recreation, Arts & Culture, Public Safety, Facilities & Transit*)
- Corporate Services (*Finance, Human Resources, Legislative Services, Information Technology, Procurement*)
- Engineering Services (*Environmental Services, Recycling & Waste Management, Water Management*)
- Land Use Services (*Community & Regional Planning, Development Services, Inspection & Enforcement, Economic Development, Parks & Trails*)
- Strategic Services

Prepared by:

Reviewed by:



Linda Blatchford
Manager

Not Applicable
Not Applicable



John Elzinga
General Manager

ATTACHMENTS:

Attachment A – Letter from Amanda Sawatzky on behalf of 1st Lake Cowichan Scouts June 9, 2017.



STAFF REPORT TO COMMISSION

DATE OF REPORT June 12, 2017

MEETING TYPE & DATE Cowichan Lake Recreation Commission of June 22, 2017

FROM: Cowichan Lake Recreation Division
Community Services Department

SUBJECT: Mesachie Lake Post Office Agreement

FILE:

PURPOSE/INTRODUCTION

The purpose of this report is to renew the rental agreement between Canada Post and the CVRD for space within the Mesachie Lake Hall for community post office boxes and to include a small rate increase.

RECOMMENDED RESOLUTION

That it be recommended to the Board that the rental agreement with Canada Post for space in the foyer of the Mesachie Lake Hall be renewed for a term of five years commencing June 1, 2017 and expiring May 31, 2022 based on the following fee structure:

- \$120.11/month plus applicable taxes for the three month period from June 1, 2017 to August 31, 2017;
- Thereafter, a yearly rental increase equal to the annual change to the previous year's Consumer Price Index (Victoria) plus 2% plus applicable taxes.

BACKGROUND

A rental agreement between Canada Post (the Tenant) and the CVRD – Cowichan Lake Recreation (the Landlord) has been in place since 2008 when Cowichan Lake Recreation modified the foyer of the Mesachie Lake Hall to allow for the installation of post office boxes and a small office space for Canada Post. The most recent agreement was renewed in August of 2012 and expired on May 31st, 2017.

The Landlord is responsible for heating, ventilation, air conditioning, electricity and general repairs and maintenance as well as any capital upgrades to the building.

The Tenant in turn, pays a monthly rental fee; cleans and maintains their premises; assists the Landlord with “keeping an eye on” the building during their office times; informs the Landlord immediately of security or maintenance concerns; and unlocks the building and provides access to other parts of the building as directed by the Landlord.

ANALYSIS

Residents visit this facility on a daily basis allowing them easy access to neighbors and information regarding other community events, programs and general news. The community hall sees more use on a daily basis.

According to Stewart McDannold Stuart, “since this is a lease and is therefore a form of disposition of land or improvements, pursuant to section 186 of the Local Government Act, the Board must make the land/improvements available to the public for acquisition, by publishing notice of its intention to dispose of the lands/improvements in accordance with section 187. The

requirement for making the land and improvements available to the public does not apply in certain limited circumstances including disposition to a “public authority”, which is defined to include the government of Canada or an agent of the government of Canada. Under the Canada Post Corporation Act, Canada Post is an agent of the government of Canada”.

Other, non-recommended but reasonable alternatives or options would be for Canada Post to install super boxes throughout the community or for them to move their post office boxes to another building owned by someone else. If this were to happen, Cowichan Lake Recreation would lose revenue and the hall would not have the level of supervision or use that it has now.

FINANCIAL CONSIDERATIONS

Currently, the Tenant pays \$120.11/month plus applicable taxes. Historically we have been having a yearly increase equal to the rate of inflation plus 2%.

The recommendation, by staff, to have the yearly rate increase as stated above was discussed with the post mistress. No concerns were presented.

Canada Post has a similar rental agreement for space in the Honeymoon Bay Community Hall with an annual rate increase based on the CPI (Victoria) plus 2%. This rate increase became part of the renewed agreement that was approved by the CVRD Board. Having a similar rate increase in the Mesachie Lake Hall agreement would provide continued consistency.

COMMUNICATION CONSIDERATIONS

A preliminary review of the current rental agreement was done by CVRD staff and Canada Post staff. Minor mutual modifications were made to the agreement.

Should the Board agree to renew this rental agreement with Canada Post, the Corporate Secretary and the Chairperson of the CVRD Board would be authorized to sign the document on behalf of the CVRD and Canada Post would be notified.

STRATEGIC/BUSINESS PLAN CONSIDERATIONS

N/A

Referred to (upon completion):

- Community Services (*Island Savings Centre, Cowichan Lake Recreation, South Cowichan Recreation, Arts & Culture, Public Safety, Facilities & Transit*)
- Corporate Services (*Finance, Human Resources, Legislative Services, Information Technology, Procurement*)
- Engineering Services (*Environmental Services, Recycling & Waste Management, Water Management*)
- Land Use Services (*Community & Regional Planning, Development Services, Inspection & Enforcement, Economic Development, Parks & Trails*)
- Strategic Services

Prepared by:

Linda Blatchford
Manager

Reviewed by:

Not Applicable
Not Applicable



John Elzinga
General Manager

ATTACHMENTS:

Attachment A – Proposed Rental Agreement, Canada Post Outlet within the Mesachie Lake Community Hall.

RENTAL AGREEMENT

CANADA POST OUTLET WITHIN THE

MESACHIE LAKE COMMUNITY HALL

THIS AGREEMENT MADE THIS _____ DAY OF _____, 2017

BETWEEN:

COWICHAN VALLEY REGIONAL DISTRICT
175 Ingram Street
Duncan British Columbia, V9L 1N8
(Hereinafter called the "Landlord")

OF THE FIRST PART

AND:

Wynn Coburn
Representing Canada Post Corporation
3444 Auchinachie Road,
Duncan, BC, V9L-4A3
(Hereinafter called the "Tenant")

OF THE SECOND PART

Whereas the Landlord is the registered owner of the lands legally described as Lot 1, Plan VIP22649, Section 31, Renfrew District, situated within Cowichan Lake Land District, P.I.D. 003-283-810 ("the Lands").

And whereas there is a building located on the Lands ("the Building") commonly known as the Mesachie Lake Community Hall, Mesachie Lake, British Columbia, at 9315 South Shore Road, Mesachie Lake, B.C., V0R 2N0.

And whereas the Landlord has agreed to rent to the Tenant part of this Building as shown outlined in red on Schedule "A" and attached hereto, being for all purposes of this agreement 75 square feet in area (the "Premises"), upon the terms and condition herein contained.

PROVISIONS:

1. ACCESS

The Landlord covenants to allow the Tenant, its agents, clerks, servants, employees and other persons conducting business with it in common with other persons entitled thereto, to enter and depart the Premises and the parking facilities by the main means of ingress and egress, situated on the lands, to and from the Premises and the Parking facilities at the following times only:

- Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays from 8:00 a.m. to

Mesachie Lake Hall Canada Post Agreement 2017 - 2022

7:00 p.m. local time.

The Tenant covenants to unlock the Building and provide access to other parts of the Building as directed by Cowichan Lake Recreation management, at the following times:

- Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays from 8:00 a.m. to 12:50 p.m.

The Tenant covenants to “keep an eye on” the Building during the aforementioned hours. The Tenant further covenants to notify Cowichan Lake Recreation management immediately of security or maintenance concerns.

Any change in the days and / or times of operation will be agreed to in writing by the Landlord and the Tenant.

2. TERM

The Landlord shall rent the Premises to the Tenant for a term of five (5) years (the “Term”) commencing on June 1st, 2017 and terminating May 31st, 2022.

3. RENT

The Tenant shall pay, subject to the provision of this agreement, the sum of \$120.11 per month, plus applicable taxes effective June 1, 2017 until August 31, 2017.

Effective September 1, 2017 and until May 31, 2018, the Tenant shall pay \$120.11 per month, plus applicable taxes and an increase calculated based on the percentage increase in the Consumer Price Index (all items) for Greater Victoria, as maintained by Statistics Canada or its successor in function, and as measured from the commencement of the immediately preceding year, plus an additional 2%.

Effective June 1, 2018 and on June 1 of each remaining year of the term, the monthly rent payable shall be calculated as the monthly rent payable during the immediately preceding year plus an increase calculated based on the percentage increase in the Consumer Price Index (all items) for Greater Victoria, as maintained by Statistics Canada or its successor in function, and as measured from the commencement of the immediately preceding year, plus an additional 2%.

4. UTILITIES

The Tenant shall pay the cost of installing and operating in the Premises any and all computer, fax, word processing equipment and any other electronic equipment.

The Landlord shall permit the Tenant to continue using the existing telephone service within the building, at the Landlord’s cost, however the Tenant shall reimburse the Landlord for all long distance charges and other rates specifically applicable to the Tenant’s business.

5. TENANT IMPROVEMENTS

The Tenant, at its sole cost and expense, shall have the right to install fixtures and to make any repairs, alterations and improvements, including partitions and floor coverings (“Tenant

Mesachie Lake Hall Canada Post Agreement 2017 - 2022

Improvements”) to the Premises that it may deem necessary for the proper conduct of its business, provided that:

- (a) Nothing shall be done which would have the effect of weakening the structure of the Building;
- (b) The Tenant shall be responsible for any damage caused to the Building thereby;
- (c) Before commencing the work, plans of any changes shall be submitted to the Landlord for its consent, which consent shall not be unreasonably withheld or delayed;
- (d) If any partition or other structure erected in the Premises is removed by the Tenant, such removal shall be made in a good, proper and workmanlike manner; and
- (e) The Tenant shall not be required at the expiration of the Term or other termination of this agreement to restore the Premises to the state they were in prior to the erection and installation of the Tenant’s improvements and fixtures.

6. REMOVAL OF FIXTURES

The Tenant at its sole option shall have the right but not the obligation during or at the expiration or earlier termination of this agreement to remove its leasehold improvements, equipment and fixtures and all other articles placed in or upon the Premises by it, notwithstanding that the same or part of some of them may be affixed to the Building, and the same shall remain the property of the Tenant unless said property is not removed from the Premises at the Termination of this agreement. The Tenant shall repair any damage done to the Building or Premises as a result of the removal of any fixtures.

7. COMPLIANCE WITH LAWS

The Landlord agrees to deliver and maintain the Premises in accordance with all applicable laws and regulations including health, safety, and fire and building codes. The Tenant shall use and occupy the Premises in a safe, careful and proper manner so as not to contravene any present or future applicable laws or regulations.

8. CLEANING

The Landlord shall be responsible for the cleaning of the Building with the exception of the Premises. The Tenant shall be responsible for the cleaning of the Premises and for picking up garbage and flyers related to the business of Canada Post that may be discarded in the Building or on the Lands and for putting them into the appropriate waste container.

The Landlord shall provide suitable containers for the disposal and / or recycling of paper and other forms of waste.

The Landlord shall be responsible for removal of paper and other forms of waste.

9. HEATING, VENTILATION, AIR CONDITIONING

The Landlord agrees to provide, maintain, and replace as necessary such heating, ventilation and air conditioning systems as shall be adequate to maintain a reasonable working temperature and humidity during the hours stated under Access in section 1.

10. SERVICES TO PREMISES

The Landlord agrees to furnish electricity, at their expense, to the Premises for lighting and for office and other equipment capable of operating from the circuits available in the Building.

11. LANDLORD'S REPAIRS

The Landlord agrees to maintain, replace and keep in a good state of repair, as would a prudent owner of a similar building, at its sole cost and expense, the Building including all structural support of the Building, including without limitation the roof, the roof membrane, outside and support walls, all window frames, exterior weather walls, subfloors, bearing walls, and structural columns and beams, foundations and footing of the Building except if the Landlord can clearly demonstrate that the requirement for said repair arises solely as a result of the negligence of the Tenant.

The Landlord is responsible for keeping the parking lot clear of snow.

12. LOSS OR DAMAGE

The Tenant shall not be liable for any damage caused by occupants of property adjacent to the Premises or caused by members of the public, other than persons conducting business with the Tenant. All property of the Landlord kept or stored at the Building shall be so kept or stored at the risk of the Landlord only and the Landlord releases and agrees to indemnify the Tenant and save it harmless from any claims arising out of any damage to the same except with respect any damage that was caused or contributed to by the negligence of the Tenant.

The Landlord shall not be liable for any damage caused by occupants of property adjacent to the Premises or caused by members of the public. All property of the Tenant kept or stored at the Building shall be so kept or stored at the risk of the Tenant only and the Tenant releases and agrees to indemnify the Landlord and save it harmless from any claims arising out of the damage to the same except with respect any damage that was caused or contributed to by the negligence of the Landlord.

13. LANDLORD'S INSURANCE

The Landlord shall throughout the Term carry:

- (a) All risk property insurance on the Building; and
- (b) Commercial General liability insurance with a minimum limit of two million dollars (\$2,000,000.00) inclusive for personal injury, bodily injury (including death) and property damage arising out of any one occurrence or series of occurrences arising from one cause. The policy or policies shall provide coverage for, but not be limited to, all operations and premises of the Landlord incidental to this agreement.

14. TENANT'S INSURANCE

The Tenant shall at its own expense procure and maintain in force for the duration of this agreement:

- (a) Commercial general liability insurance with a minimum limit of two million (\$2,000,000.00) inclusive for personal injury, bodily injury (including death) and

- property damage arising out of any one occurrence or series of occurrences arising from one cause. The policy shall name the Landlord as additional insured; and
- (b) Tenant legal liability insurance with a minimum limit of two million dollars (\$2,000,000.00) inclusive. May be included under commercial general liability insurance listed above.

15. INDEMNIFICATION OF THE TENANT

Notwithstanding any other provision of this agreement, the Landlord shall indemnify the Tenant and save it harmless from all losses, claims, actions, damages, liability, and expense in connections with loss of life, personal injury, damage to property or any other loss or injury whatsoever or any occurrence in, upon or at the Building other than the Premises, or the occupancy or use by the Landlord of the Building or any part thereof other than the Premises, occasioned wholly or in part by any act or omission of the Landlord or by anyone permitted to be in any part of the Building other than the Premises by the Landlord, unless such loss, claim, action, damage, liability, or expense is caused by, or to the extent contributed to, by the negligence of the Tenant.

16. INDEMNIFICATION OF THE LANDLORD

Notwithstanding any other provision of this agreement, the Tenant shall indemnify the Landlord and save it harmless from all losses, claims, actions, damages, liability, and expense in connections with loss of life, personal injury, damage to property or any other loss or injury whatsoever or any occurrence in, upon or at the Premises, or the occupancy or use by the Tenant of the Building or any part thereof other than the Premises, occasioned wholly or in part by any act or omission of the Tenant or by anyone permitted to be in any part of the Premises by the Tenant, unless such loss, claim, action, damage, liability, or expense is caused by, or to the extent contributed to, by the negligence of the Landlord.

17. DAMAGE TO THE PREMISES

If by reason of fire or other event, the Premises, or any part therefore of, are, during the Term, damaged or destroyed, and, by reason thereof, the Premises are, in the opinion of the Tenant, acting reasonably, rendered un-tenantable then the Tenant may declare that the rent shall be payable only to the date of such damage or destruction and the agreement shall terminate, provided however that if the Premises are so damaged, but, in the opinion of the Tenant, acting reasonably, rendered un-tenantable, then at the opinion of the Tenant, the agreement shall not terminate if the Landlord forthwith repairs and makes the premises fit for the use of the Tenant, but the rent shall be payable to the date of such damage or destruction and shall then abate until the Premises have been made so fit.

18. FORCE MAJEURE

Notwithstanding anything contained in this agreement, neither the Landlord nor the Tenant shall be deemed to be in default with respect to the performance of any of the terms, covenants and conditions of this agreement, as such default is due to acts of God, strikes, lockouts, or other labour disturbances, war, blockades, insurrection, riots, arrests, civil disturbances, explosions, any legislative, administrative or judicial action, any act, omission or event whether of the kind herein enumerated or otherwise not within the control of such party and which by the exercise of control of such party could not have been prevented.

19. SIGNAGE

The Tenant shall supply and install if it so chooses, and at its sole expense, identification signage in or outside the Premises and on the interior or exterior of the Building. The Landlord shall not receive any remuneration for allowing the Tenant to erect said signs. The Tenant shall first consult with the Landlord to seek approval as to the type, size and proposed location of the signage before it is installed.

20. PARKING

The Landlord shall provide the Tenant and the Tenant's agents, servants, employees and other persons conducting business with the Tenant, in common with other persons authorized by the Landlord, and free of charge, with the use of the parking spaces on the Lands, during the hours stated under section 1 of this agreement.

21. SUCCESSORS

The rights and liabilities of this agreement extend to and bind the successors and assigns of the Landlord and the Tenant.

22. ENTIRE AGREEMENT

This agreement and the Schedule attached hereto set forth the entire agreement between the Landlord and the Tenant governing the Premises, and there are no covenants, promises, agreement, conditions, or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent amendment to this agreement shall be binding upon the Landlord or the tenant unless in writing and signed by each of them.

23. TERMINATION

This agreement may be terminated by either the Tenant or the Landlord, for whatever reason deemed necessary, by a notice in writing, giving six (6) months prior written notice.

24. ENTRY TO THE PREMISES

The Tenant agrees to permit the Landlord, its servants, agents, or employees, to enter the Premises together with a representative of the Tenant at any time during normal business hours upon at least 48 hours written notice to the Tenant for the purposes of reasonable inspections of the Premises and the making of necessary repairs, alterations, or improvements to the Premises. In the event of an emergency, the Landlord may gain entry to the Premises without prior notice but only together with an authorized representative of the Tenant, unless, after using its best efforts, the Landlord is unable to locate an authorized representative of the Tenant.

25. DEFAULT

In the event that the Tenant fails to pay rent and / or any other sums required to be paid hereunder on the day required, and such non-payment continues for a period of fifteen (15) business days after written notice hereof has been given by the Landlord to the Tenant, or the Tenant fails to observe or perform any term, covenant, or obligation; of this agreement to be performed by the Tenant and such non-performance continues unrectified for a period of thirty

(30) business days after written notice hereof given by the Landlord to the tenant, then the Landlord shall be entitled to terminate this agreement by notice to the Tenant.

26. USE

The Tenant shall use the Premises for the purpose of operating a Canada Post postal outlet and for no other purpose without the prior written consent of the Landlord.

27. TAXES

The Tenant shall pay all taxes, rates, duties and assessments whatsoever, whether parochial, municipal, parliamentary, or otherwise, now charged or hereafter to be charged on the Premises or upon the Tenant on account thereof, except such taxes, rates, duties, and assessments which the Tenant is by law exempted from.

28. ASSIGN OR SUBLET

The Tenant shall not assign nor sublet, license, sublicense or grant any other right or interest in the Premises without prior written consent of the Landlord.

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.

29. FORFEITURE

The Landlord, by waiving or neglecting to enforce the right to termination and forfeiture of this Agreement 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 Agreement.

30. HOLDING OVER

If the Tenant holds over following the Term and the Landlord accepts rent, this Agreement becomes a tenancy from month to month subject to those conditions in this Agreement applicable to a tenancy from month to month.

31. INSOLVENCY

If

- a. 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;
- b. a writ of execution issues against the goods or chattels of the Tenant;
- c. the Tenant makes any assignment for the benefit of creditors;
- d. the Tenant becomes insolvent;
- e. the Tenant is an incorporated company or society and proceedings are begun to wind up the company or society; or
- f. the Premises or any part of it 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 Agreement without the written consent of the Landlord;

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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 Agreement.

If the Tenant becomes bankrupt this Agreement shall terminate immediately without any further act or notice of the Landlord.

32. FITNESS OF PREMISES

The Landlord has made no representation or warranties as to the condition, fitness or nature of the Premises and by executing this Agreement, the Tenant releases the Landlord from any and all claims which the Tenant now has or may in future have in that respect.

33. NET LEASE

This Agreement 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 in respect of the Premises or the contents thereof except those mentioned in this Agreement.

In Witness thereof, the parties duly executed this agreement this _____ day of _____, 2017

SIGNED, AND DELIVERED by)
CANADA POST CORPORATION)
In the presence of:) CANADA POST CORPORATION
Name) Per:
Address) Wynn Coburn, Authorized Signatory
Occupation)

THE CORPORATE SEAL OF THE)
COWICHAN VALLEY REGIONAL DISTRICT)
was affixed in the presence of:)
Chair) (SEAL)

Mesachie Lake Hall Canada Post Agreement 2017 - 2022

_____)
Corporate Secretary)

In Witness thereof, the parties duly executed this agreement this _____ day of _____, 2017