

The Spit: Ours to Enjoy and Protect

(at least until our lease expires on November 29, 2010)

Do you know that SWS has a lease for the Spit? Most members don't, so we thought it would be helpful to tell you a bit about the lease, what it requires us to do, and how it has shaped our activities at the Spit.

In June of 2006, then-President Gary Smith signed a lease which he had negotiated with the District of Squamish on behalf of our Society. The lease covers the area from the yellow gate to the end of the Spit, and is in effect until November 29, 2010. The Spit currently belongs to the Province, and is leased to the District of Squamish. The District in turn leases it to us. Some key reasons for the District to want the lease with us were to provide support for a high-profile sports activity in the area and to transfer responsibility for liability to an interested and organized group. Some key reasons for us were to be able to acquire funding from the District for improvements and to have some assurance that we would be able to carry on the windsports activities we had traditionally enjoyed.

The fee for the lease was \$1.00, and there is no other cost to SWS for use of the Spit. However, SWS is required to provide and pay for some very specific services. Here are some important details from the lease:

- We are required to comply with all laws and environmental requirements, including all Squamish bylaws.
- We must maintain our status as a Society, which means we must comply with BC's Society Act.
- We have liability for all activities which take place on the Spit, and must maintain insurance to protect us from the cost of claims and from suits for damage.
- If we fail to observe the terms of the lease, the District can terminate the lease immediately, by providing us notice in writing.
- The lease defines our windsports season as beginning in mid May and ending in mid September. We must hire, pay, and supervise a site attendant for that period, 7 days per week in July and August and 5 days per week for the rest of the season ("weather and water conditions permitting"). The lease details the duties of the site attendant.
- The lease requires us to maintain a retrieval craft at the Spit, and to operate it "as required".
- We are responsible for preparing and displaying signage to tell people about our rules and procedures, fees, safety, the requirement to sign a waiver, and other relevant information. This includes the point that the Squamish Terminals beach area is out of bounds for security reasons and is to be avoided except in emergency situations. Also, we must inform people that "Adjacent watered areas and land are part of a sensitive estuary conservation area and any and all activities must respect the values and protection of this environment."
- Any improvements we propose to the Spit must be reviewed by several environmental groups and authorities, even before we can propose them to the District of Squamish.

- The District of Squamish is not obligated to contribute to the cost of operating or improving our windsports facility.
- We must provide portable toilet facilities and garbage collection service at the Spit during the Windsports season.

Your Board plans to begin discussions with the District soon to try to ensure that we have a new lease in effect before the 2011 season begins.