

ENDERBY AND DISTRICT SERVICES COMMISSION

Councillor Tundra Baird
Councillor Brad Case

Jackie Pearase
Shelley Verlaan

AGENDA

DATE: Friday, May 16, 2014
TIME: 11:00 a.m.
LOCATION: Council Chambers, Enderby City Hall – 619 Cliff Avenue

1. APPROVAL OF AGENDA

2. ADOPTION OF MINUTES

[Regular Meeting Minutes of March 21, 2014](#) pg 1-2

3. BUSINESS ARISING FROM THE MINUTES OR UNFINISHED BUSINESS

4. DELEGATIONS

5. REPORTS

[Parks and Recreation – Q1 Report](#) pg 3-12

6. NEW BUSINESS

[No Wake Zone](#) – Verbal Report by Jackie Pearase pg 13-26

[AL Fortune Secondary School](#) – Correspondence dated April 24, 2014
Re: Grant Request for use of Arena for Graduation Ceremonies pg 27

[Kayak and Stand Up Paddle-Board Rental Business](#) – Correspondence from
Steve Campbell dated May 2, 2014 pg 28

[Parks, Recreation and Culture Fees Bylaw Amendment](#) – Memo from Chief Financial
Officer dated May 6, 2014 pg 29-34

[Shuswap River Watershed Sustainability Plan](#) – Memo from Chief Administrative
Officer dated May 6, 2014 pg 35

[Spray Park and Farm Credit Canada AgriSpirit Fund](#) – Memo from Chief Administrative
Officer dated May 6, 2014 pg 36

[Heart and Stroke Foundation AED Supply Agreement for Lions Pool](#) – Memo from Chief
Administrative Officer dated May 13, 2014 pg 37-59

[Damage to Diamond 3](#) – Memo from Chief Administrative Officer dated May 13, 2014 pg 60

Permission for Mobile Vendors in Riverside Park for Gold Panners Event – Memo from
Chief Administrative Officer dated May 14, 2014-05-14

pg 61-64

7. **PUBLIC QUESTION PERIOD**

8. **CLOSED MEETING RESOLUTION**

Closed to the public, pursuant to Section 90 (1) (e) of the *Community Charter*

9. **ADJOURNMENT**

ENDERBY AND DISTRICT SERVICES COMMISSION

MINUTES of a regular meeting of the **ENDERBY AND DISTRICT SERVICES COMMISSION** held on Friday, March 21, 2014 at 11:30 a.m. in the Council Chambers of Enderby City Hall.

Members: Tundra Baird - absent City of Enderby
Brad Case City of Enderby
Jackie Pearase Electoral Area F
Shelley Verlaan Electoral Area F

Staff: Tate Bengtson – Chief Administrative Officer, City of Enderby
Jennifer Bellamy – Chief Financial Officer, City of Enderby
Kurt Inglis – Assistant Corporate Officer and Planning Assistant, City of Enderby

Others: Madison Giesbrecht – Manager of Recreation Services
Press and Public

APPROVAL OF AGENDA

The following items were added to the agenda under New Business:

- Sean Hamilton – relocating snow cone business
- Dog Control Service Area

Moved by Jackie Pearase, seconded by *Shelley Verlaan that the agenda be approved as amended.

Carried

ADOPTION OF MINUTES

Regular Meeting Minutes of January 31, 2014

Moved by Shelley Verlaan, seconded by Jackie Pearase that the minutes of the regular meeting of January 31, 2014 be adopted as circulated.

Carried

UNFINISHED BUSINESS

Pedestrian Crossing at Highway 97A – Correspondence from Ministry of Transportation dated February 27, 2014

Moved by Jackie Pearase, seconded by Shelley Verlaan that the correspondence be received and filed.

Carried

The Chief Administrative Officer reported that the Ministry will await a summer day to conduct their review in order to get a good indication of summer traffic volumes.

NEW BUSINESS

Bicycle Racks – Memo from Assistant Corporate Officer and Planning Assistant dated February 4, 2014

Moved by Shelley Verlaan, seconded by Jackie Pearase that the Commission supports the City's recommendation for installation of bicycle racks at the Lions Gazebo, Tuey Park, and Barnes Park near the swimming pool, with the *Park-It* Bike Rack (5 bike capacity) being the preferred model.

Carried

Cemetery Grounds Maintenance Contract – Memo from Chief Financial Officer dated March 17, 2014

Moved by Jackie Pearase, seconded by Shelley Verlaan that the Commission award the Cemetery Grounds Maintenance Contract for 2014 – 2016 to M & M Contracting; and

THAT the Mayor and Chief Administrative Officer be authorized to execute the contract on behalf of the City of Enderby.

Carried

Late Item: Sean Hamilton – Relocation of Snow Cone Business

Sean Hamilton will be approaching Council to obtain permission to relocate his snow cone business from Tuey Park to Belvidere Park.

Late Item: Dog Control Service Area

The Chief Administrative Officer confirmed that Grandview Bench area is within the dog control service area and are being taxed accordingly.

PUBLIC QUESTION PERIOD

None

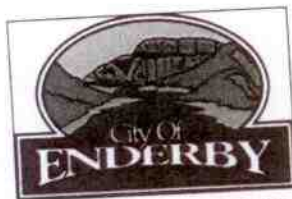
ADJOURNMENT

Moved by Jackie Pearase, seconded by Shelley Verlaan that the meeting adjourn at 11:41 am.

Carried

Chair

Chief Administrative Officer



City of Enderby
Parks and Recreation Services

Administered by
Enderby & District Chamber of Commerce
P.O. Box 1000, Enderby, BC V0E 1V0
Telephone: 250-838-2665 | Fax: 250-838-0123
www.enderbychamber.com/recreation | recreation@enderbychamber.com



Date: April 1, 2014
To: Enderby/Area F Joint Services Commission
From: Madison Giesbrecht, Manager of Recreation Services
Subject: First Quarter Report, 2014

The following report is a synopsis of the status of projects, facilities, and programs managed by the Enderby & District Chamber of Commerce on behalf of Enderby and Area F.

Advertising

Online advertising is ongoing. Up to date available ice lists were posted every Wednesday in the Recreation Section under the Enderby & District Chamber of Commerce Website.

A Spring & Summer Recreation Guide is being produced and distributed; release date is estimated for May 1st, 2014. This guide includes Recreation Services program information, individual and private program information, local outdoor recreation opportunities, events calendar, and program registration information. The Spring & Summer issue is the first of two guides to be released in 2014. One thousand copies of the guides are set to be printed and distributed in Enderby & Area F, Armstrong, Salmon Arm, Vernon, and Sicamous.

A quarter page advertisement will be placed in the Exploring Enderby guide. Ten thousand copies of this guide are distributed all over BC.

Two, 2x4 ads have been purchased in the new tear off Enderby map. One ad will feature the Enderby Outdoor Pool and one will feature the Enderby Arena.

The Enderby & District Recreation Services Facebook page is updated whenever possible and it's numbers continue to grow.

A posting went online, in local newspapers, and on Facebook for the Pool Supervisor positions. It was also posted at local colleges, recreation facilities in Vernon, Armstrong, and Salmon Arm, and in employment resource offices.

Advertising for pool staff was posted on March 19th, 2014 with an application deadline of April 30th. It was placed online, on Facebook, in local newspapers, at recreation facilities in Vernon, Armstrong, and Salmon Arm, at college campuses, and in employment resource centers.

Administration

Schedule sharing continues with the Parks & Recreation staff. Phone calls and meetings are frequently held between the Recreation Services Manager and Parks and Recreation staff to ensure open lines of communication.

Recreation Services Manager, Madison Giesbrecht is currently working on a strategic plan for Enderby & District Recreation Services, it is estimated to be completed in mid May, 2014.

Facility Reports

Arena

The ice was taken out of the arena on Wednesday, March 27th. Following this, Shuswap Minor Lacrosse will begin regular weekly dry floor bookings on Thursday, April 4th.

Regular weekly ice bookings averaged 7 hours for adult rentals, 30.50 hours for youth rentals, and 8.5 hours for public programming.

January arena rentals totaled 35.5 hours for adults, 194.25 hours for youth and school, and 47.75 for public programming; February arena rentals totaled 29.00 hours for adults, 148.00 hours for youth and school, and 42.25 for public programming; March arena rentals totaled 21 hours for adults, 56.50 hours for youth and school, and 35 public programming. When compared to last season:

2013	January	February	March	Total
Youth/ School Rentals	175.25	135.25	127.25	437.75
Adult/ Senior Rentals	38.00	20.50	31.50	90
Total	213.25	155.75	158.75	527.75
2014	January	February	March	Total
Youth/ School Rentals	194.25	148.00	56.50	398.75
Adult/ Senior Rentals	35.50	29.00	21.00	85.50
Public Programming	47.75	42.25	35.00	125
Total	277.50	219.25	112.50	609.25

This chart reflects an increase in usage in January and February between 2013 and 2014; this increase is in part due to tournaments. A decrease in March time is due to lower spring ice use this season. The overall total for 2014 has increased.

Ball Fields

Regular ball bookings are currently underway. Men's Slopitch League has booked their regular games for Wednesdays from 5:00 to 10:00pm, their tournament will be held on June 14th and 15th; their double-headers are scheduled for Saturday, May 24th.

Ladies Slopitch League has booked their regular games for Mondays from 5:00 to 10:00pm and their tournament will be held on May 31st and June 1st; their double-headers are scheduled for Saturday, May 10th.

Mixed Slopitch League has booked their regular games for Friday nights from 5:00 to 10:00pm and their tournament will be held on June 7th and 8th; their double-headers are scheduled for Saturday, May 3rd.

Minor Fastball has booked their games for Tuesday, Wednesday, and Thursday nights from 3:30pm to 7:00pm. They have a tournament booked in Enderby on June 21st and 22nd.

Funtastic has booked the Riverside Ball fields from June 28th to July 1st.

Up to date there has been no confirmation on if the Fall Ball league will be running again this year.

The ball diamonds are currently booked for 97 days from May to September.

Gazebo

The Gazebo currently has 53 days reserved this summer. Sixteen days are reserved for SOAR 2014, Eleven days are reserved for weddings or family reunions, twenty are reserved for ball tournaments, five are reserved for the Lions Club, and one is reserved for a Garden Club.

Lions Pool

Early in this quarter, Recreations Services worked on securing the return of Pool Consultant, Sheryl Hay, and Pool Supervisor, Kaylene Albert. Both have confirmed they will be returning for the 2014 pool season.

The advertisement for an Assistant Pool Supervisor was posted on February 28th with the application deadline on March 31st; three returning employees currently are the leading candidates.

Pool Staff positions were posted on March 19th with an application deadline of April 30th. See advertisement section for posting details.

Pool scheduling, programming, and pool promotional materials have been completed and are ready to be distributed.

Recreation Services, in conjunction with Parks & Recreation, the Pool Supervisor, and the Pool Consultant are working towards completing the Interior Health Pool Safety Plan. This plan benefits the safety, organization, emergency and instructional procedures of the pool. The Pool Safety Plan is

an Interior Health requirement. The estimated completion date for the Pool Safety Plan is May 1st, 2014.

A pool 'Grand Opening' is being planned for May 30th. This Grand Opening will include early registration incentives, goodies and snacks, water safety information, and give aways. This event gives the public a chance to view the facilities and meet the 2014 summer staff.

See detailed pool program information attached under program section.

Parks

Belvidere Park is currently booked for five Music by the River events. Barnes Park is booked for three events, Canada Day, IODE fund raising garage sale, and a family get together.

Programs

Drop In and Shinny Hockey totals for January through March 2014 are \$2,220.00

The last day of Skating Lessons and Hot Shots took place on Tuesday, March 4th. This lesson set went well, with 24 registered participants, and instructors that were interested and engaged. Two lesson sets, sticks and pucks, Goal Getters, and Hot Shots are scheduled to run in 2014-2015 arena season.

- *Attached is the pool schedule.*



May 26 - June 29



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Available for Rent	<div></div> <div>School Swimming Lessons</div> <div>9:00am-3:00pm</div>					Available for Rent
Public Swim 1:00 - 4:00pm	<div><div>Back in 2014</div><div>"Water Safety Week" is <u>June 8-14</u></div><div>Student "Toonie" Swim</div><div>3:30-4:30pm</div><div>(May 26th - June 13th)</div></div>					Public Swim 1:00 - 4:00pm
Available for Rent 838-9256	<div>AFTER SCHOOL LESSONS</div> <div>June 16-27</div> <div>Register Early</div> <div>3:30-6:00pm</div>					Available for Rent 838-9256
	<div>*Available for Rent*</div> <div>4:30-6pm</div> <div>Birthdays or Team Parties</div>		<div>To Book Phone</div> <div>838-9256</div>	<div>*Available for Rent*</div> <div>4:30-6pm</div> <div>Birthdays or Team Parties</div>		
	Public Swim 6-8pm	Toonie Swim 6-7pm	Public Swim 6-8pm	Toonie Swim 6-7pm	Public Swim 6-8pm	
		Aqua Fit 7:05-8:05pm		Aqua Fit 7:05-8:05pm		

Season Grand Opening

Fri. May 30th

Toonie Swim
4-8pm

Registration, Draws,
Cake, games and
more!

Jr. Lifeguard Club

in June

Mon & Wed
3:30-5:00pm

8 Sessions only \$54

Great after school Program




Youth Night

June 20
8-9:30pm



Enderby Pool Schedule July & August



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Available For 838-9256	Closed	Aqua Power 7:15-8:15am	Closed	Aqua Boot Camp 7:15-8:15am	Closed	Available For 838-9256
	Aqua fit 8:15-9:15am	Lap Swimming 8:15 - 9:30am	Aqua fit 8:15-9:15am	Lap Swimming 8:15 - 9:30am <small>(Private lessons Available)</small>	Aqua fit 8:15-9:15am	
	 Red Cross Lessons 9:30 - 12:00pm 					
	<div><div>POOL CLOSED</div><div>New</div><div>12:05- 12:55pm</div></div> <div><div>POOL CLOSED</div><div>New</div><div>12:05- 12:55pm</div></div>					
Public Swim 1-4pm	<div>Canada Day Free Swim July 1st 1-4pm</div> <div>Public Swim 1-4pm</div> <div>Play 'n' Swim 1-3pm</div>					Public Swim 1-4pm
Available For Rent	Advanced Courses & Lessons 4-6pm					Available For Rent 4-5pm
	NEW in 2014 - After Work Red Cross Lessons <i>Mon. to Thurs. 4-6pm (July or Aug)</i> Class creation based on interest Lists					Available For Rent 4-5pm
	Public Swim 6-8pm	Toonie Swim 6:00 - 7:00pm Aqua Boot Camp 7:05-8:05pm	Public Swim 6-8pm	Toonie Swim 6:00 - 7:00pm Aqua Power 7:05-8:05pm	Public Swim 5-7:00pm Youth Night 6:00pm Agas 8-13 "7-9pm" July 4 & 18 Aug. 18 & 19	Public Swim 5-7:00pm
	<div>For Pool information - Call 250-838-9256</div> <div>Summer Program Registration - During public swim times To Rent Pool - phone 838-9256</div>					Available for Rent

Enderby Pool – 2014 Summer Programs

Bronze Star (recommended 11+ years)

Bronze Star is the Lifesaving Society's 1st step in lifeguard training. It is recommended for those students between the ages of 11 and 13 and is designed to deliver high performance training for skilled pre-teens. Candidates learn CPR, land spinal recovery, solo and partner rescues, searches and other first aid skills.

Monday + Wednesday to Friday (9:30am-12:30pm)

June 30 / July 2-4

COST: \$87.75 / 4 sessions

Bronze Medallion (Pre Req. 13+ years or Bronze Star)

Bronze Medallion teaches an understanding of the lifesaving principles embodied in the four components for water rescue education – Judgment, Knowledge, Skill and Fitness. In this course participants will learn to recognize and respond as a lifesaver to a variety of aquatic emergencies. This course is a pre-requisite for LSS Bronze Cross.

Tuesday to Friday (3-6pm)

July 8-11 & July 15-17

COST: \$138.50 / 7 sessions (includes manual & exam)

Bronze Cross (Pre Req. Bronze Medallion)

This course is the 3rd step in lifeguard training. Bronze Cross teaches the difference between lifesaving and lifeguarding, the principles of emergency procedures, and teamwork. Bronze Cross is the pre-requisite for all Life Saving Advance courses.

****Course worth 2 credits towards grade 11*****

Tuesday – Thursday

August 5-7 (9:30am-1pm)

August 12-14 (3:30-6pm)

COST: \$145 / 6 sessions

Junior Lifeguard Club

Calling all Kids 8-13yrs!!! A challenging and exciting club with a focus on fun! For kids who want more than just swimming lessons and who are interested in lifeguarding. Members participate in swimming, lifesaving skills, fitness, community awareness and teamwork. They will also join pool staff for special events and training sessions. See Bonus for club members below.

Wed. & Fri. (4:30-6pm) **BONUS – Club members can Participate in the Youth Nights

July & August Fridays from 7-9pm for only \$2.50 (save \$5)

Cost: \$8 Drop-in / \$70 per Month or \$130 for the whole summer!!

Private and Semi-Private Swim Lessons

Do you or your child need some individualized swim instruction? Get the benefits of one on one attention at a time that suits you best. Phone the Enderby Lions Pool to book your private swim lessons with one of our Red Cross swim instructors. *Limited times available*

***Private 30min. lesson \$15 each per person (\$75 for a week)**

***Semi-Private 30min. lesson (2 or 3 people) \$11/ each (\$55 for a week)**

Play & Swim

Bring your children 4-8yrs out for an afternoon of games, crafts, swimming and more. Limited space available and *class cancelled during poor weather (rain or stormy days). Call ahead to reserve a spot or confirm if the program is running.

Thursdays (2-4pm) **Phone to Reserve a Spot – Limited space

July & August

Cost: \$5 Drop-in

THEMED YOUTH NIGHTS (AGES 8-13)

Check out Friday Nights this Summer!! Join our Staff and make a Splash with a fun and active evening at the Enderby Lions Pool. There will be a different Theme each Friday Night! Bring your swim suit and get ready for games, music, prizes, snacks, Pizza and Beverages☺

Fridays in July & August (7-9pm)

July 4th – “Techno Color”

July 18th - “PJ Party”

August 1st - “Invent your Super Hero”

August 15th - “Round the World”

Cost: \$7.50 / student

Jr. Lifeguard Club: \$2.50 / member

POOL RENTALS

The best place to hold a birthday, team party or group event is the Enderby Lions Pool. Have the whole pool to yourself - including 2 lifeguards and all the toys! Call to reserve your booking.

June Mon. – Friday 4:30-6pm (except June 16-27)

Sat. & Sun. 11am-1pm or 4:00-6pm

July & August Fridays 4-5pm

Sat. & Sun 11am-1pm or 4-5pm

Cost: Up to 50 swimmers \$65.50/hr

50-75 swimmers \$90.00/hr

***Other times may be available – call to reserve 250 838-9256**

Aqua Fit

Now 9 classes a week including Saturdays

Aqua Fit

mixes a low impact cardio workout with flexibility and resistance training in a safe and welcoming environment. All fitness levels can be challenged. Try it once and you're hooked.

Monday, Wednesday, Friday 8:15-9:15am

Noon Fit

A new class to add to the summer workout schedule. Now you can get the benefits of Aqua fit during your lunch break. Work up a Sweat & feel refreshed with this 50min workout over the lunch hour.

NEW Tuesday & Saturday 12:05-12:55pm

Aqua Power

A higher intensity workout using stations and power moves to build cardio, core strength and muscular endurance.

Tuesday 7:15-8:15am

Thursday 7:05-8:05pm

Aqua Boot Camp

Take the plunge into **HARD CORE** Aqua-fit! More intensity, more travelling, more repetitions and more PUSH by our instructors.... Be ready to Go....HARDER!! This class is for the hard core aqua fitter with high fitness level and is regularly active.

Tuesday 7:05-8:05pm

Thursday 7:15-8:15am

*****Note all participants must complete a 2014 PAR-Q form (Health Questionnaire).***

|Participants who are over 69yrs or answer "yes" to any of the questions require a Dr's note to participate.

After School Session June 16-27		
Level 3 5:30-6:00	Level 4 3:45-4:15	Sea Otter-A 3:45-4:15
Level 1/2 4:15-4:45	Salamander 4:15-4:45	Level 5/6 4:15-5:00
Sea Otter-B 4:45-5:15	Level 7/8 4:45-5:30	Croc / Whale 5:00-5:30
Level 9/10 5:15-6:00	Sunfish 5:30-6:00	Parental Levels 5:30-6:00

Parental Levels = Starfish, Duck, Sea Turtle

Session I July 7-18		
Parental Levels 9:30-10:00	Level 3/4 9:30-10:00	Private Lessons 9:30-10:00
Level 5 10:00-10:45	Sea Otter 10:00-10:30	Level 6 10:00-10:45
Salamander 10:45-11:15	Level 1 10:30-11:00	Level 2 10:45-11:15
Sunfish 11:15-11:45	Level 7/8 11:00-11:45	Private Lessons 11:15-11:45
Level 9/10 11:45-12:30	Croc / Whale 11:45-12:15	Private Lessons 11:45-12:15
	Wait List	Wait List

Session II July 21-Aug. 1		
Level 9/10 9:30-10:15	Croc / Whale 9:30-10:00	Sea Otter 9:30-10:00
Parental Levels 10:15-10:45	Level 3/4 10:00-10:30	Salamander 10:00-10:30
Sunfish 10:45-11:15	Level 7/8 10:30-11:15	Private Lessons 10:30-11:00
Level 5/6 11:15-12:00	Level 1/2 11:15-11:45	Private Lessons 11:00-11:30
Private Lessons 12:00-12:30	Wait List	Private Lessons 11:30-12:00
		Private Lessons 12:00-12:30

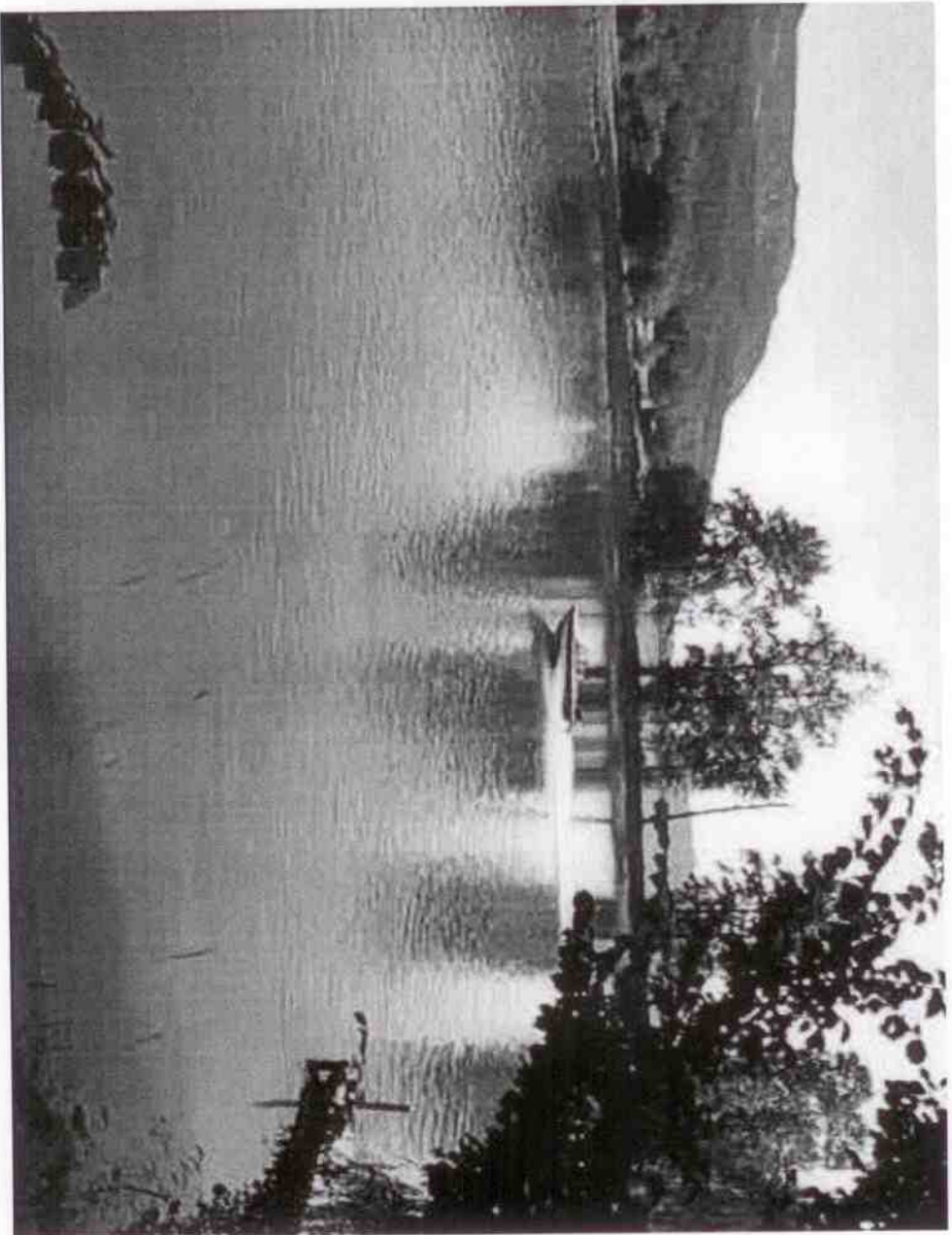
Session III Aug. 11-22		
Sunfish 9:30-10:00	Level 1 9:30-10:00	Level 5/6 9:30-10:15
Level 2 10:00-10:30	Parental Levels 10:00-10:30	Croc / Whale 10:15-10:45
Level 7/8 10:30-11:15	Salamander 10:30-11:00	Sea Otter 10:45-11:15
Level 9/10 11:15-12:00	Level 3/4 11:00-11:30	Private Lessons 11:15-11:45
	Private Lessons 11:30-12:00	Private Lessons 11:45-12:15
Wait List	Wait List	

NEW	After Work Session July 9-25 & Aug 6-27 (Tu./Wed./Thurs.) - (9 sessions) Registration based on interest List. Sign up at the pool with Participants Name, Phone # and Level Min. numbers required to form classes.
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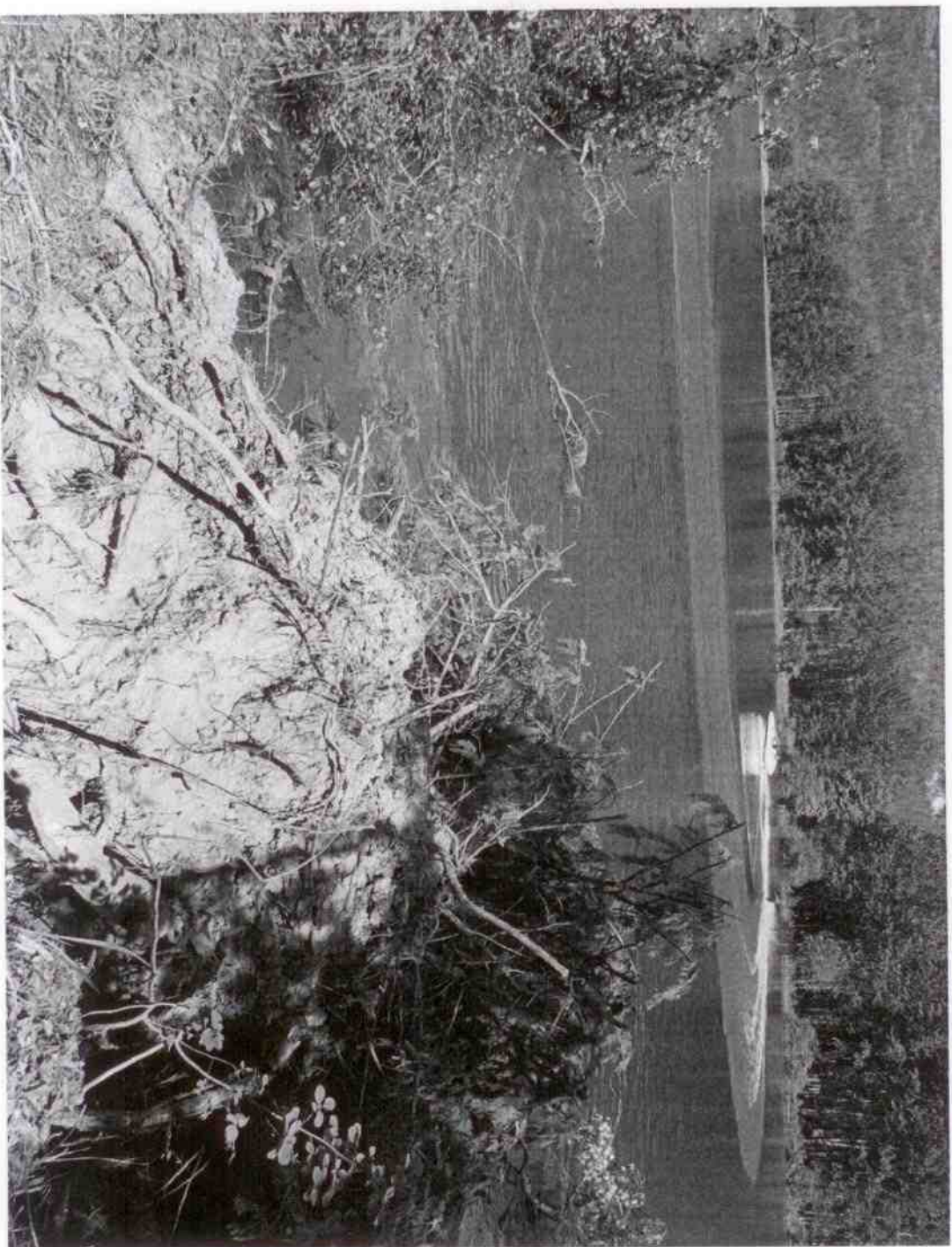
Lifesaving Classes		
Bronze Star	June 30- July 4	\$87.75
Bronze Medallion	July 8-11 & 15-17	\$138.50
Bronze Cross	Aug. 5-7 & 12-14	\$145.00
Jr. Lifeguard club	June, July & August	

12

Effects of Boat Wakes



Harm caused by powered boats in narrow, shallow waterways

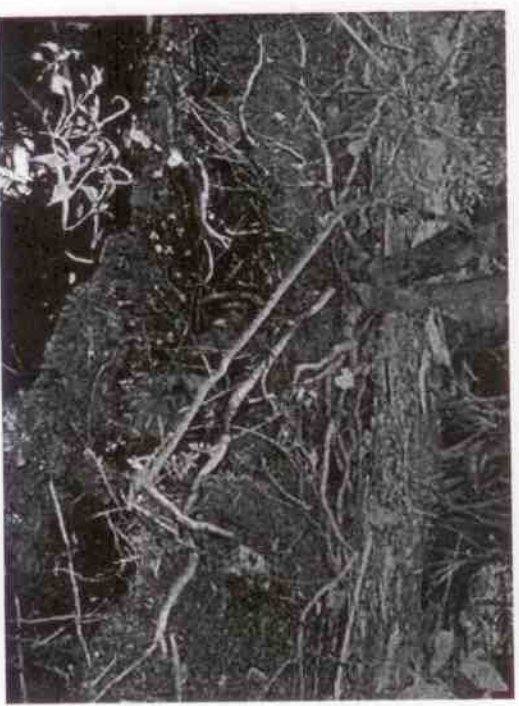


Erosion and Boat Wakes

Boat wakes generate large wave action parallel to the shore. These waves cause erosion and undercutting along the bank.

- Consequences of Shoreline erosion

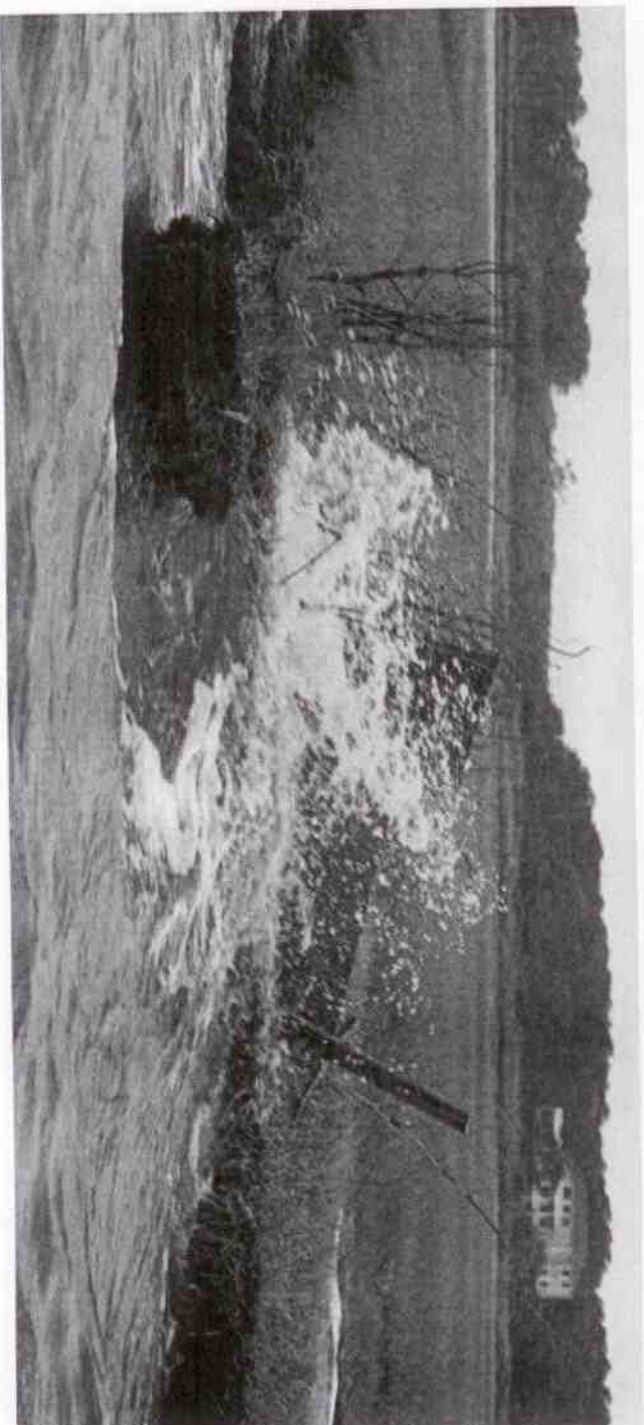
- Increases sedimentation and turbidity
- Releases nutrients (phosphorous and nitrogen that promote algal blooms)
- Shoreline erosion can result in loss of land and affect shoreline property values.



Erosion and Boat Wakes

- Wake waves will weaken or remove vegetation.
- Boat wakes promote undercutting of the bank.
- The parallel waves caused by boat wakes wash away the banks with each pass. If you have not observed this for yourself, there is a video below.

Video link: <https://www.youtube.com/watch?v=kMcSmiaEWg4>

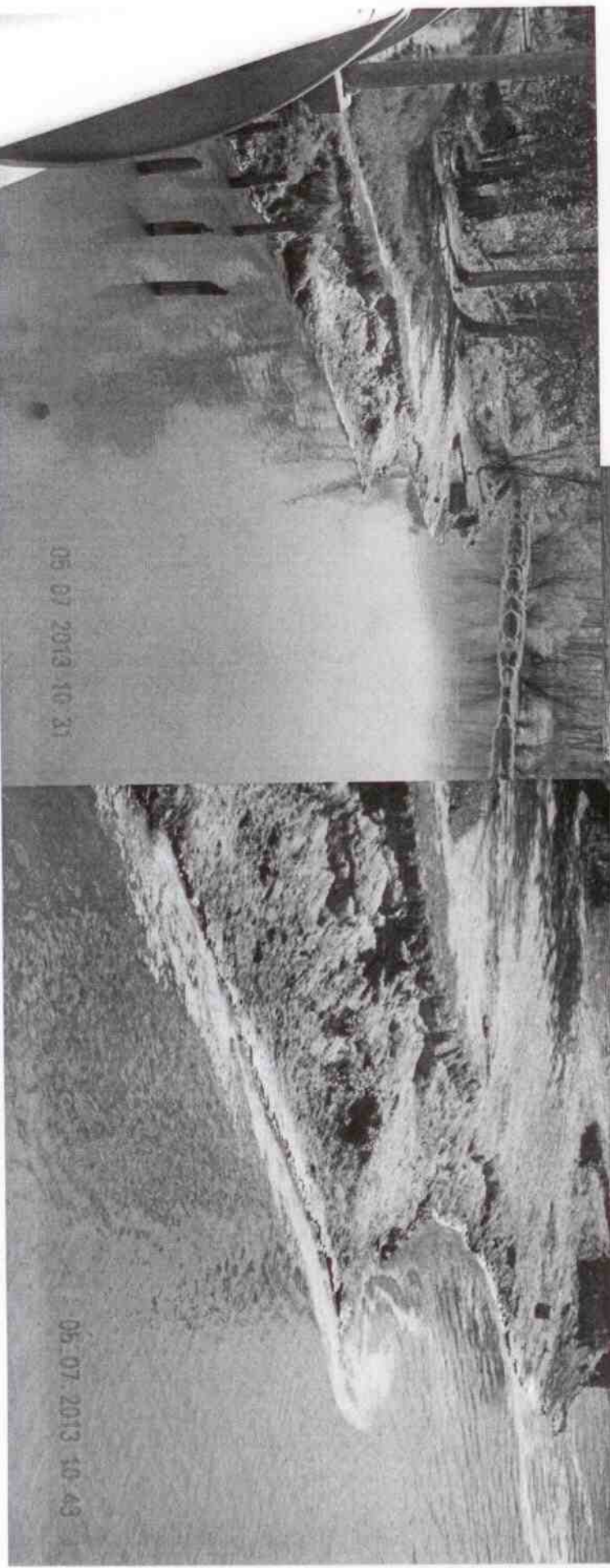


This powerboat is causing a large wake as it goes under the Enderby bridge. You can see the bank sediments being washed into the water in the second picture. Powerboats now go up and down this section of river on a regular basis. As a result, the riverbank is constantly being eroded.

Before



After



05.07.2013 10.31

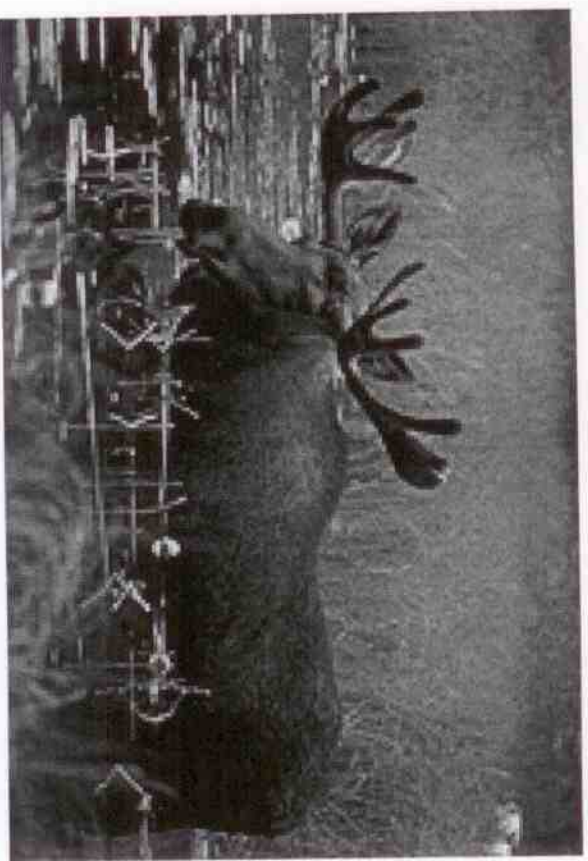
05.07.2013 10.43

Disturbances to Habitat

- Aquatic plants are damaged when boats operate in shallow waters.
- Scouring of sediments damages plant colonies
- Aquatic plants provide shelter and food source for fish.
- Studies (see footnotes) show harm to substrate in waters less than 2 m deep

Disturbance to wildlife

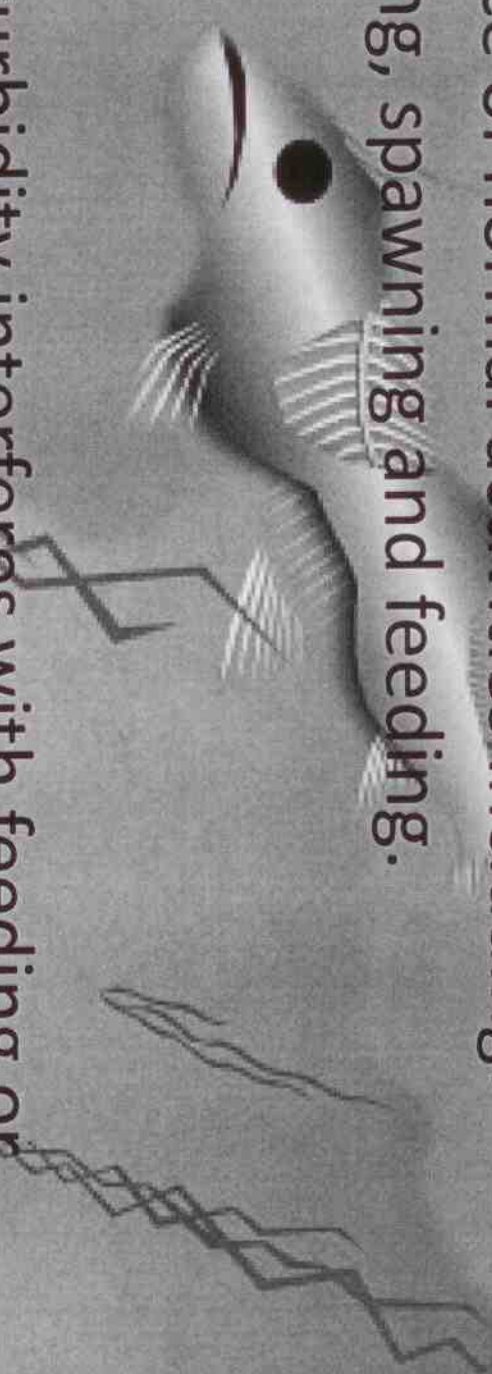
- Nesting waterfowl are driven from their nests by boats
- Increases predation and brood loss
- Birds use scarce energy resources flying away from boats.
- Animals loose feeding territory to boaters in high traffic areas.



Harmful effects on fish populations

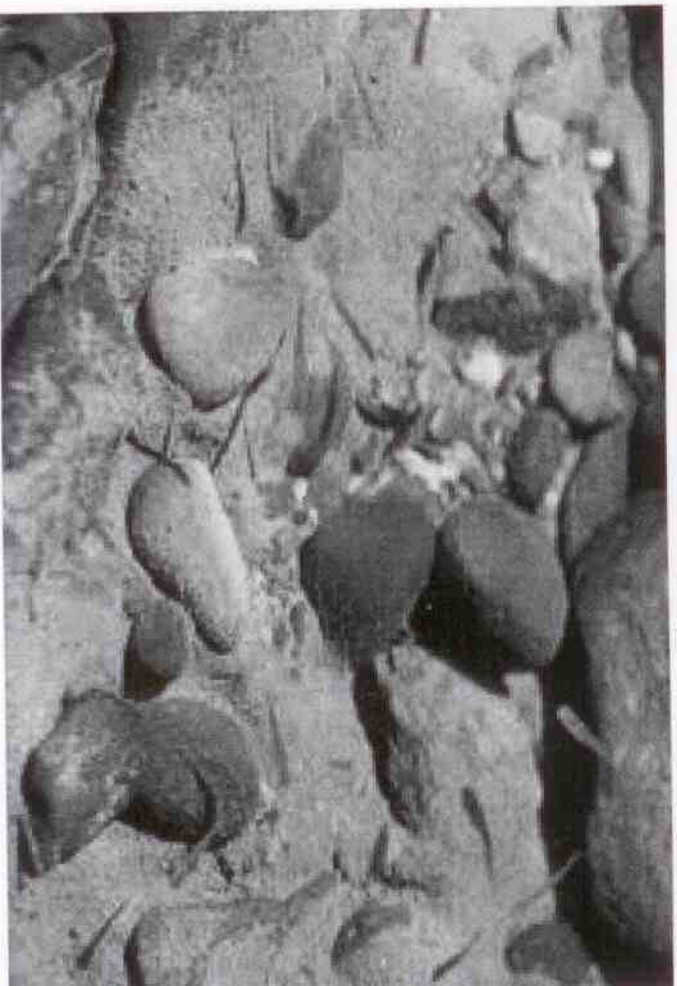
- Direct contact with boats or propellers
- Pollution from exhaust or spills
- Disturbance of normal activities including: nesting, spawning and feeding.

Increased turbidity interferes with feeding or success of eggs. Turbidity caused by waves or propeller damage, also alters spawning habitat.



- Disturbance to Salmon Fry

The young fry hunt for food in shallow waters. A large wave is powerful enough to lift up the fry and deposit them on shores or mudflats. Large boat wakes increase the chances of these little fry being washed ashore by powerful wave action.



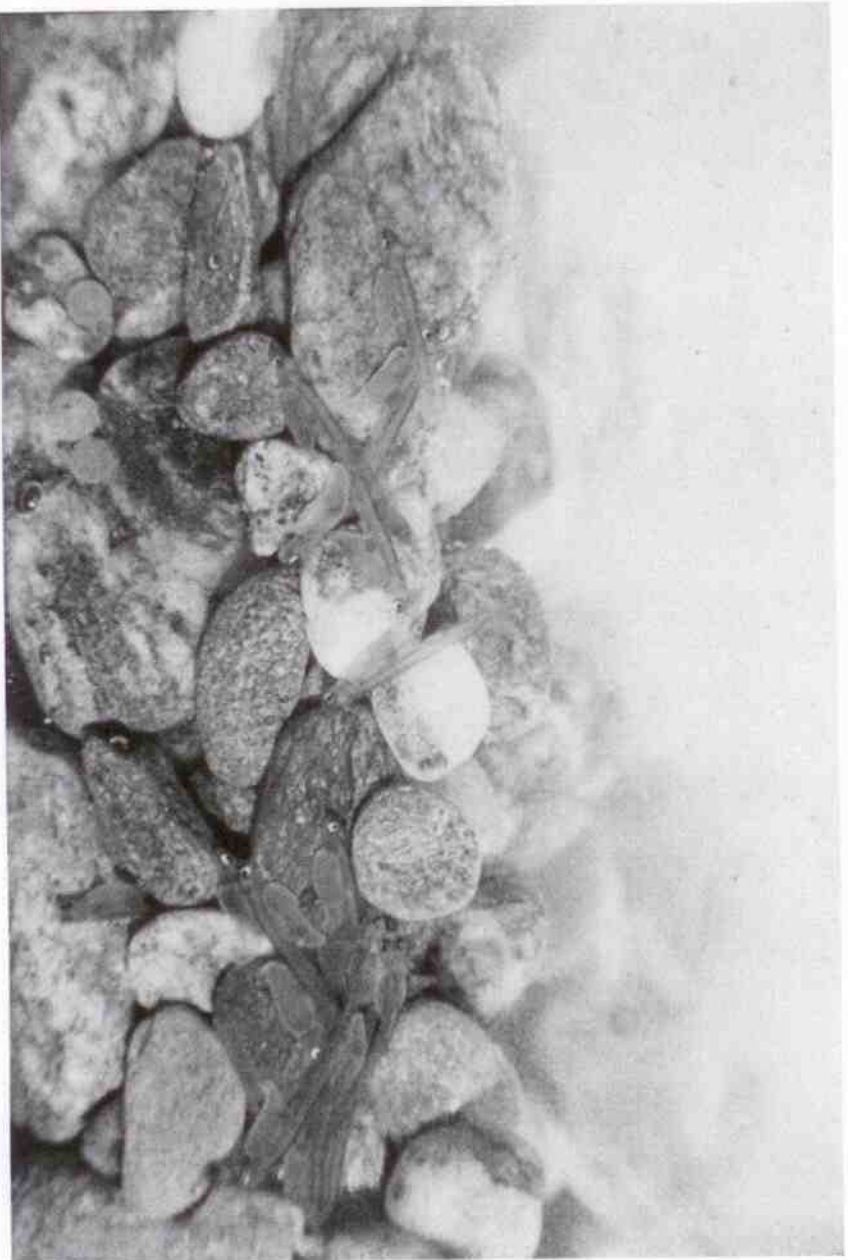
Boat wake is not just a Shuswap River issue. This wake alert was issued for the Cariboo area.

Wake ALERT!

Boating through or near sensitive shallow stream habitats can cause large wakes and bottom pressure.

Surveys conducted in rivers of the Cariboo have shown that juvenile fish are dying in large numbers from being washed-up and stranded in sandbars and mud flats. The source of the disturbance has been found to be the passage of large boats, including jet boats. These boat wakes and bottom pressure increase stream bank erosion, disrupt spawning adults, strand juvenile fish and increase the mortality of incubating eggs. Also, sediment resulting from a boat wake can smother incubating eggs and fish food sources, as well as harm fish by damaging their gills.

Salmon eggs and alvin live below the rocky bottom of the river. When layer upon layer of sediments settle on top of the bottom. The eggs or alvin are damaged and eventually suffocated.

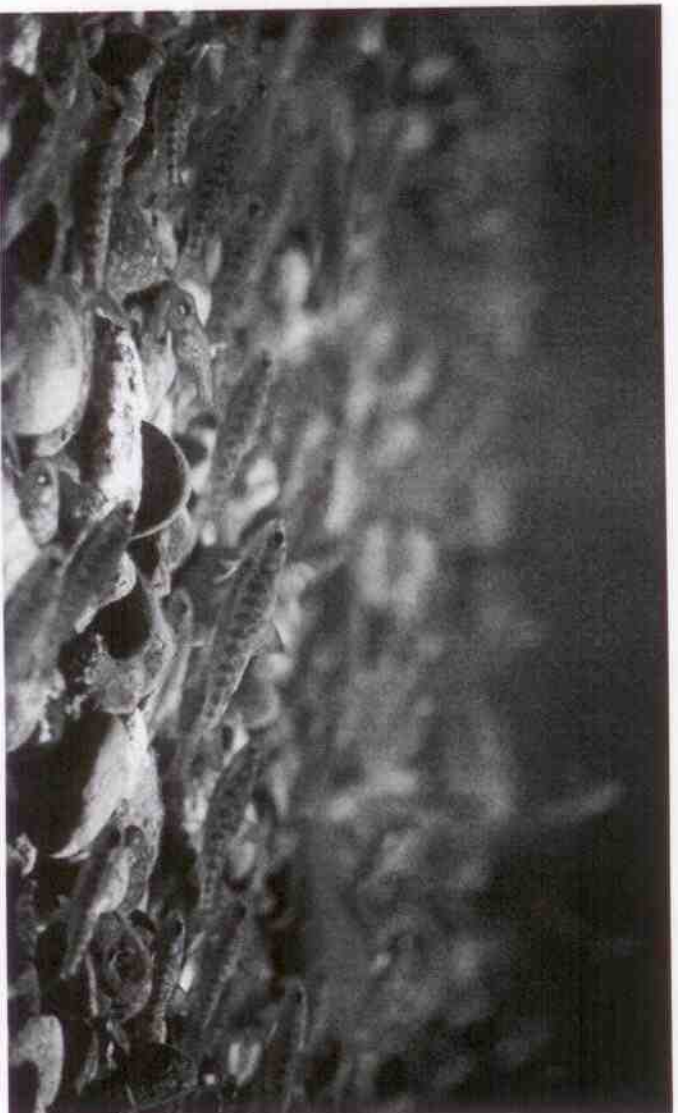


The Shuswap River and its tributaries, provide critical spawning, rearing and foraging habitat for many important freshwater and anadromous salmon species including Kokanee, Sockeye, Chinook and Coho.



The damage of one large wake in these rivers can kill fry and/or eggs in just one pass, resulting in extremely reduced future runs.

Please, help assure we have great fishing for future generations, **NO WAKE** in our sensitive rivers.



Rivers and streams across British Columbia are affected by Boats





Commission Agenda

Phone: 250-838-6431

Fax: 250-804-7780

E-mail: alf@sd83.bc.ca

500 Bass Avenue, Enderby, BC V0E 1V2

April 24, 2014

City of Enderby
PO Box 400
Enderby, BC V0E 1V0

Attention: Barry Gagnon

Corporation of The
City of Enderby

APR 30 2014

Please accept this letter as a formal request for the use of the Enderby Arena free of charge for A.L. Fortune's graduation ceremonies. We are requesting the use of the arena from Monday, June 9 to Monday, June 16, 2013. Having access to the arena for this length of time enables us to erect formal decorations for the Ceremonies on Friday night and then to clean the arena on the following Monday morning.

The staff of A. L. Fortune considers the school and its facilities to be a large part of the community. We have always appreciated the contributions of the City, Area F, businesses, service groups, parents and citizens donate to the school on behalf of the students. The staff and students will continue to show our appreciation to the community by giving back in whatever ways we can.

Thank you for your consideration.

Yours truly,

A.L. FORTUNE SECONDARY SCHOOL


Gene Doray
Principal

cc Madison Giesbrecht
Enderby Chamber of Commerce

★ Subject to Joint
Use Agreement
- grant value would
be equivalent of
incremental labour
costs.
JB

Commission

Steve Campbell
159 Francis Drive
Enderby, B.C.
V0E 1V1

May 2, 2013

Mayor and Council of
The City Of Enderby
619 Cliff Avenue
PO Box 400
Enderby, B. C. V0E 1V0

Re : Kayak and "Stand Up Paddle-board" (SUP) Rental business

Dear Mayor and Council Members,

I am interested in running the rental business on the shores of the Shuswap River again this summer. I expect the primary rental season will be from late June until the Labor-day weekend in September and on occasion before or after those dates.

Last year I rented the equipment from the parking lot in Belvedere Park near the Chamber of Commerce building. I found that I got very little business from just being at that location for days on end. As the season progressed I found that much of my business came from internet marketing and telephone calls so this year I expect to mainly just rent equipment on an "on call" basis. However, there may be days when I'd like to set up in the Belvedere parking lot - and during Funtastic I would like to set up near the boat launch at Riverside Park (I think that the Ball players may be interested in cooling down on a Paddleboard). I also found that there were several requests to drop the equipment off at a launch site on the river and pick it up down river at a different site - I would obviously like to offer that service again.

Like last year, I'd like to promote the idea of "Moonlight paddles" on evenings on or around the full moon of each month. My promotion of this awesome activity would include promoting the idea to paddlers that own their own equipment (canoes or Kayaks). And to attract those that don't have their own equipment I would like to rent Kayaks starting at dusk a few evenings a month. Last year I found that the best location for launching for moonlight paddles was at Belvedere Park.

Like last year the plan is to offer this service in cooperation with Copper Island Diving Ltd. such that Enderby Kayak & Paddleboard Rentals is a division of Copper Island Diving Ltd (that makes the insurance attainable and keeps other business costs affordable).

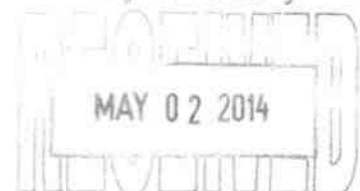
I thank you in advance for your consideration of this matter.

Sincerely,



Steve Campbell

Corporation of the
City of Enderby



28

Commission

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Tate Bengtson, CAO
From: Jennifer Bellamy, CFO
Date: May 6, 2014
Subject: Parks, Recreation and Culture Fees Bylaw

Recommendation

THAT the Commission recommends that Council enacts the attached bylaw cited as "The Corporation of the City of Enderby Parks, Recreation and Culture Fees Imposition Bylaw No. 1535, 2014 Amendment Bylaw No. 1545, 2014".

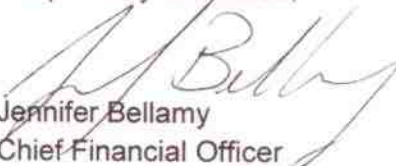
Background

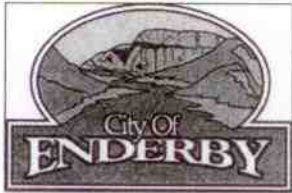
The fees for private swim lesson fees in the current bylaw are set at the same rate as public swim lessons, which for a private lesson only covers the cost for the instructor and no other operating costs. The attached amendment bylaw would make the following adjustments:

- Increase the rate of private lessons to cover the costs of operating the pool during this time.
- Add a semi-private lesson rate which would be for two to three people.
- Remove the 3/4 hour private lessons as these lessons are not used.

Also attached is correspondence from the Chamber of Commerce recommending these rates.

Respectfully submitted,


Jennifer Bellamy
Chief Financial Officer



City of Enderby
Parks and Recreation Services
administered by

Enderby & District Chamber of Commerce

P.O. Box 1000, Enderby, BC V0E 1V0

Telephone: 250-838-2665 | Fax: 250-838-0123

www.enderbychamber.com/recreation | recreation@enderbychamber.com



May 5, 2014

Tate Bengtson
City of Enderby

Re: Bylaw no, 1535, 2014 Schedule of fees

Enderby & District Recreation Services in conjunction with Enderby Lions Pool manager and supervisor would like to suggest a revision in pricing for the private swimming lessons. Currently the private swimming lessons rate is the same as the public swimming lessons; as private lessons take up pool time, one on one work with lifeguards, and scheduling outside the regular scheduled swimming lessons it is suggested the pricing be adjusted to reflect the extra resources and time involved.

Currently the rate is \$37.00 for ½ hour lessons for 5 days and \$48.00 ¾ hour lessons for 10 days. Recreation services would like to suggest an increase in fees based off of similar programs offered by other pools in the area. This would start to generate some revenue for the pool for private lessons. The current rate of \$37.00 for ½ hour lessons only just covers the cost for the instructor to teach the student, it doesn't not cover costs involved with pool operations or generate any revenue. The current rate of \$48.00 ¾ hour for 10 days does not currently cover staff wages or pool operations.

The suggestion would be to readjust the Schedule of fees to reflect the following:

- Private lessons ½ hour class \$75.00 per week.
- Semi-private ½ hour classes (2 or 3 people) \$55.00 per week (5 days).

Thank you for your consideration.

Sincerely,
Madison Giesbrecht
Manager of Recreation Services

THE CORPORATON OF THE CITY OF ENDERBY BYLAW No. 1545

A bylaw to impose fees for providing recreation programs and facilities

WHEREAS The Council of the Corporation of the City of Enderby has adopted "The Corporation of the City of Enderby Parks, Recreation and Culture Fees Imposition Bylaw No. 1535, 2014";

AND WHEREAS Council wishes to amend the fees;

NOW THEREFORE the Council of the Corporation of the City of Enderby, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. This Bylaw may be cited as "The Corporation of the City of Enderby Parks, Recreation and Culture Fees Imposition Bylaw No. 1535, 2014 Amendment Bylaw No. 1545, 2014".
2. Schedule "A" of "The Corporation of the City of Enderby Parks, Recreation and Culture Fees Imposition Bylaw No. 1535, 2014" is deleted and Schedule "A" attached to and forming part of this bylaw is substituted therefore.

READ a FIRST time this ____ day of ____, 2014.

READ a SECOND time this ____ day of ____, 2014.

READ a THIRD time this ____ day of ____, 2014.

ADOPTED this ____ day of ____, 2014.

Mayor

Chief Administrative Officer

SCHEDULE "A"

Parks, Recreation and Culture Fees Imposition Bylaw No. 1535, 2014 Amendment Bylaw No. 1545, 2014

GENERAL CONDITIONS FOR RENTAL OF FACILITIES

1. All rental rates include the standard facility, with normal maintenance staff.
2. Facility rentals, unless exempted by Commission policy, are subject to the renter obtaining a General Liability Insurance Policy through the City of Enderby's "User Group" General Liability Insurance Plan.
3. Ushers, ticket sellers, security forces, etc. are the responsibility of the renter (the City of Enderby reserves the right to provide such services at the Renter's expense).
4. Uses beyond the normal operating hours will require payment of additional labour costs.
5. The City of Enderby reserves the right to require a Performance Bond and/or Damage Deposit.
6. The Renter is responsible to ensure that the facility is vacated at the end of the event.
7. Entrance to or use of facilities will only be requested and approved on the Facility Rental Agreement. Prior entry for decorating, setup, etc. will be subject to the approval of the Facility Manager and noted on the application form.
8. The Renter must not exceed the maximum capacity allowed for the facility.
9. The Renter shall be responsible for loss or damage and assume all risk of injury (including death) to any person arising out of the use of the facility.
10. For all rentals involving the serving of liquor, the renter must carry a liability insurance policy naming the City of Enderby and the Regional District of North Okanagan as additional insured.
11. Should the renter cancel all or part of the rental period, within 30 days of the rental date, they shall not be entitled to any refund of the rental fee. All cancellations resulting in a refund of the rental fee will be subject to a ten (10) percent administration fee. Should the ice be re-rented the original renter will be entitled to a credit equal to the revenue generated by the re-rental to a maximum of the original renter's fees, less the administrative fee.
12. **Facility Rental Agreement:**

Prior to use of any facilities, the Renter must complete a Facility Rental Agreement. This document includes a waiver or release, which must be read by the participant before signing. If the participant requests an explanation of the meaning of the waiver, the staff shall respond as follows:

I have carefully read, clearly understand and voluntarily sign this participation, release and indemnification agreement. I intend, by signing this agreement, to adhere to all policies and procedures stated in this rental agreement.

Under no circumstances is the document to be signed without drawing the participant's attention to the waiver, and confirming that the proper liability insurance coverage is in place.

SCHEDULE "A" – Continued

Parks, Recreation and Culture Fees Imposition Bylaw No. 1535, 2014 Amendment Bylaw No. 1545, 2014

SCHEDULE of FEES

Enderby Memorial Arena

	<u>Rate/Hour</u>
1. Adult Ice Rental	\$ 154.00
2. Youth/Preschool Ice Rental	\$ 85.00
3. Senior Ice Rental	\$ 111.00
4. School District Ice Rental	*
5. Drop In Parent and Children Skate (inc. GST)	\$ 2.00
6. Drop In Shinny Hockey Ice Rental (inc. GST)	\$ 20.00
7. Adult Dry Floor	\$ 60.00
8. Youth Dry Floor	\$ 28.00
9. Senior Dry Floor	\$ 31.00
10. School District Dry Floor	*
11. Dry Floor – Roller Derby	\$ 31.00
12. Arena Dry Floor – Day Rate	\$ 624.00**
13. Arena Dry Floor – Day Rate – Commercial	\$1248.00**
14. Arena Dry Floor – Day Rate – Youth	\$ 500.00**

* Fee based on incremental cost per Joint Use Agreement
** a 50% discount will apply for rentals of 7 days or more

Swimming Pool Rates

	<u>Rate</u>
1. Public Swim – Adult (inc. GST)	
a. Per swim	\$ 3.75
b. 10 visit pass	\$ 33.75
c. 1 month pass	\$ 41.25
2. Public Swim – Senior / Youth (inc. GST)	
a. Per swim	\$ 3.50
b. 10 visit pass	\$ 31.50
c. 1 month pass	\$ 38.50
3. Public Swim – Preschool (inc. GST)	
a. Per swim	\$ 3.00
b. 10 visit pass	\$ 27.00
c. 1 month pass	\$ 33.00
4. Public Swim – Family (inc. GST)	
a. Per swim	\$ 9.00
b. 10 visit pass	\$ 79.50
c. 1 month pass	\$ 99.00
5. Fitness Class – Adult	
a. Per class	\$ 5.75
b. 10 visit pass	\$ 51.50
c. 1 month pass	\$ 55.00
6. Fitness Class – Senior / Youth (inc. GST)	
a. Per class	\$ 5.50
b. 10 visit pass	\$ 49.50
c. 1 month pass	\$ 52.50
7. Public Swim - Parent & 1 Preschool Child	
a. Per swim (inc. GST)	\$ 5.00
8. Toonie Swim Program (inc. GST)	\$ 2.00
9. Swim Lessons – ½ hr (inc. GST)	\$ 37.00/session
10. Swim Lessons – ¼ hr (inc. GST)	\$ 48.00/session
11. Private Lessons – ½ hr 5 days (inc. GST)	\$ 75.00/session
12. Semi-Private Lessons (2-3 people) – ½ hr 5 day (inc. GST)	\$ 48.00/session
13. Pool Rentals – up to 50 swimmers	\$ 67.00/hour
14. Pool rentals – 50+ swimmers	\$ 91.50/hour
15. Swim Club	\$ 24.00/hour
16. School District - 1st Lifeguard	*
- 2nd Lifeguard	*
- 3rd Lifeguard	*

SCHEDULE "A" – Continued

Parks, Recreation and Culture Fees Imposition Bylaw No. 1535, 2014 Amendment Bylaw No. 1545, 2014

<u>Swimming Pool Rates - Continued</u>	<u>Rate</u>
17. Licensed Not for Profit Preschool or Youth Organizations	
- 1st Lifeguard	\$ 17.00/hour
- 2nd Lifeguard	\$ 17.00/hour
- 3rd Lifeguard	\$ 17.00/hour

* Fee based on incremental cost per Joint Use Agreement

<u>Park Rates</u>	<u>Rate</u>
Grindrod Park Overnight Camping as Ancillary Use to Baseball Tournaments	\$ 17.75
Riverside Park (includes ball diamond area for non-ball use) – Youth per day	\$ 100.00 *
Riverside Park (includes ball diamond area for non-ball use) – Adult / Commercial per day	\$ 500.00 *

* A 50% discount will apply for rentals of 7 days or more

<u>Gazebo Rates</u>	<u>Rate</u>
Fee (per day)	\$ 110.00
Damage Deposit (per rental)	\$ 500.00
Kitchen Clean Up (per rental when used)	\$ 52.00

<u>Sports Fields / Ball Diamonds</u>	<u>Rate</u>
Adult Leagues (per team per season)	\$ 240.00
Minor Leagues (per team per season)	\$ 120.00
Funtastic	\$ 0.00
Day Rate – Per Diamond	\$ 81.00
(If not paid as part of a league)	

In addition to the above rates the user will be responsible for paying Commercial General Liability insurance premium in accordance with the User Group Rating Schedule provided by the City of Enderby insurance provider as amended from time to time.

The rates and availability for Drop in Parent and Children Skate and Drop in Shinny Hockey will apply when vacant ice is available and an attendant is working on a scheduled shift.

GST is not included in above prices, except where indicated.

Interest in the amount of 2% per month shall apply on all account balances unpaid after 30 days.

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Enderby/Area F Joint Services Commission
From: Tate Bengtson, CAO
Date: May 6, 2014
Subject: Shuswap River Watershed Sustainability Plan

RECOMMENDATION

THAT the Commission considers the Shuswap River Watershed Sustainability Plan and indicates its support for the Plan as well as potential partnership opportunities.

BACKGROUND

The Regional District of the North Okanagan has recently completed the Shuswap River Watershed Sustainability Plan (SRWSP), which was endorsed by the RDNO Board on April 16, 2014. The report is available for download at www.rdno.ca/srwsp. Upon request of the Commission members, paper copies of the report will be made available.

The Sustainability Coordinator responsible for the report has indicated particular interest in potential partnerships to assist with plan implementation. She has requested that this feedback be provided prior to May 30.

Council considered the Plan at its regular meeting of May 5, 2014 and resolved to send a letter to RDNO expressing its support and interest in collaboration.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer

Commission

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Enderby/Area F Joint Services Commission
From: Tate Bengtson, CAO
Date: May 6, 2014
Subject: Spray Park and Farm Credit Canada AgriSpirit Fund

RECOMMENDATION

THAT the Commission supports a grant application to Farm Credit Canada's AgriSpirit Fund to go towards capital works for the renewal of the Enderby spray park.

BACKGROUND

At its meeting of January 10, 2014, the Commission endorsed the development of a comprehensive plan for Barnes Park, including renewal of the spray park. Staff estimate that the comprehensive plan will be completed during the summer of 2014 (a request for pre-qualification will close on May 9, which will help staff to select a well-qualified designer at a competitive price). In the meantime, a grassroots organization is fundraising and staff are monitoring for grant opportunities to help offset costs.

A local farming family brought to staff's attention the AgriSpirit Fund administered by Farm Credit Canada. This fund can provide a donation between \$5,000 and \$25,000 for capital projects in communities with a population less than 150,000. Eligible projects include playgrounds. Local governments are eligible applicants. A critical objective is that the project enhances the quality of life for people in rural communities. Projects must be completed within two years of receiving AgriSpirit funding. The application close date is June 12, 2014.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Enderby/Area F Joint Services Commission
From: Tate Bengtson, CAO
Date: May 13, 2014
Subject: Heart and Stroke Foundation AED Supply Agreement for Lions Pool

RECOMMENDATION

THAT the Commission authorize the Chair and Chief Administrative Officer to execute an agreement with the Heart and Stroke Foundation for supply of an automated external defibrillator for the Lions Pool.

BACKGROUND

The Heart and Stroke Foundation is undertaking an initiative to supply automated external defibrillators (AEDs) at public locations throughout BC. The program is called BC Public Access to Defibrillation (BC PAD). An application was made last year requesting that the Lions Pool be considered as a recipient of a donated AED (there is already an AED in the Arena), which was successful.

An AED will be supplied for free, subject to the terms and conditions of the attached supply agreement. An arrangement will be made for pool staff to receive an orientation session, which will be provided free of charge in conjunction with the Heart and Stroke Foundation and the BC Ambulance Service. Arena staff will also attend as a refresher. As host, the City will provide in-kind support including access to a classroom and projector.

The Heart and Stroke Foundation notes that up to 40,000 cardiac arrests occur each year in Canada, which amounts to 1 cardiac arrest every 12 minutes. Access to defibrillation has been identified as a critical component in improving survival rates. An AED can help up to 75% of sudden cardiac arrest victims survive, as well as shorten recovery times.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer



IN THE MATTER OF

The BC Public Access to Defibrillation Program and the Mutual Understanding
Between

the Heart and Stroke Foundation of Canada
(as represented by its BC Office)

and

City of Enderby
ACCEPTING DONATED AED for
Lions Pool

AED SUPPLY AGREEMENT

WHEREAS:

- A. The Heart and Stroke Foundation of Canada as represented by its BC office (hereinafter called the "HSFC") is a non-profit, registered charity providing fundraising, health promotion, research, patient support and advocacy throughout British Columbia for the benefit of people affected by cardiovascular and cerebrovascular disease;
- B. Sudden cardiac arrest strikes over 40,000 Canadians each year, often without warning. The vast majority of cardiac arrest victims will die without an electric shock, also called defibrillation, to restart their heart;
- C. HSFC has developed the BC Public Access to Defibrillation program (hereinafter called the "BC PAD Program") to ensure prompt defibrillation of out-of-hospital sudden cardiac arrest victims by enhancing and increasing access to automated external defibrillators (hereinafter called "AED") in public places in British Columbia in accordance with the BC PAD Program as further described in Schedule "A";
- D. The BC PAD Program seeks to place AEDs in public places where there is a greater chance they will save a life;
- E. HSFC intends on donating AEDs to community centres, recreation centres, secondary schools, arenas, pools, playing fields, senior centres and other identified priority public places over three years;

- F. A province-wide survey of all British Columbia municipalities was completed in 2012 to identify specific venues within each municipality;
- G. Through the BC PAD program, HSFC is donating one (1) AED Unit to Lions Pool of Enderby and
- H. The Recipient agrees to participate in the BC PAD Program which will result in the installation of the donated AED Unit at the Venue along with the coordination of the required Venue Orientation Session;

NOW THEREFORE, in consideration of mutual covenants and understandings described above, the receipt and sufficiency of which are hereby acknowledged, HSFC and the Recipient agree on respective roles and responsibilities as set out in this Letter of Agreement ("the Agreement") as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined in this Section 1.1 shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

"AED Units" means automated external defibrillators donated by HSFC and accepted by Recipient, as described in Schedule "C";

"AED Accessories" means the AED cabinet and wall mount and all other accessories as further set out in Schedule "B";

"AED Box" means the AED Unit(s) and the AED Accessories as further set out in Schedule "B";

"AED Orientation Materials" means CPR Anytime Kits, DVDs and handouts, as available and all other materials contained in the Facilitator Box, as further set out in Schedule "B";

"AED Signs" means signs or plaques provided by HSF to Recipient noting the presence of an AED Unit and/or crediting the persons or entities contributing to the donation of the AED Packages;

"AED Trainer Units" means the three (3) AED trainers, the AED training remote, six (6) pocket masks, and the CPR/AED Instructional DVD contained in the Facilitator Box, and loaned by HSFC to the Recipient in accordance with this Agreement;

"Agreement" means this AED Supply Agreement and all supplemental, amending or confirming instruments;

"BC PAD Program Facilitator" means any combination of BC Ambulance Paramedics, local firefighters and/or other HSFC-approved medical service personnel;

"Claims" means claims, losses, damages (direct, indirect, consequential or otherwise) suits, judgments, causes of action, legal proceedings, executions, demands, penalties or other sanctions of every nature and kind whatsoever, whether accrued, actual, contingent or otherwise and any and all costs arising in connection therewith, including without limitation, legal fees and disbursements on a solicitor and own client basis (including without limitation all such legal fees and disbursements in connection with any and all appeals);

"Confirmed Placement Window" means a twelve day period during a month, proposed by the PAD Program Facilitator to the Recipient and/or to the Venue Contact for the Recipient, during which a Venue Orientation Session may be scheduled;

"Facilitator Box" means the AED Trainer Units and the AED Orientation Materials;

"Guests" means one or more employees of the Recipient or volunteers selected by Recipient, at Recipient's discretion, to participate in the Venue Orientation Session;

"Intellectual Property" means all copyrights, trademarks, patents, service marks, industrial designs, ideas, works, creations, trade secrets, developments, programs, codes, drawings, sketches, compilations of information, analysis, experiments, data, formula, methods, processes, techniques, prototypes, products, samples, equipment, and any modifications or improvements thereto;

"PAD Coordinator" means designated HSFC personnel assigned by HSFC to administer the PAD Program;

"Permitted Use" means the use for which AED Units were designed, as stated by the manufacturer, in accordance with applicable operating instructions, insurance policies, laws and government regulations.

"Person" means an individual, a corporation, a limited partnership, a general partnership, and any other legal or business entity, and "Persons" shall have a corresponding meaning.

"Recipient" shall mean the municipal or regional corporation who owns, leases or is generally responsible for the Venue and who has the legal capacity to enter into this Agreement and to fulfill the obligations thereunder;

"Venue" means the site as designated by Recipient, where the AED Box and the Facilitator Box will be delivered. For the purpose of this Agreement, the Venue designated by the Recipient is Enderby Pool;

"Venue Contact" means a person appointed by the Recipient and designated as the primary contact for matters pertaining to the AED Unit, the Venue Orientation Session and the implementation of the PAD Program at the Venue;

“Venue Orientation Session” means the complimentary orientation session offered by one or more BC PAD Program Facilitators;

1.2 Headings

The headings contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope, construction, interpretation or intent of this Agreement or in any way affect this Agreement.

1.3 Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of British Columbia and the applicable laws of Canada and shall be treated in all respects as an British Columbia contract. Each of the parties attorns to the jurisdiction of the courts of the Province of British Columbia.

1.4 Severability

If any covenant, obligation, term, condition or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation, term, condition or agreement to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, term, condition or agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.5 Entire Agreement

This Agreement and any agreements herein contemplated to be entered into between, by or with the parties hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, offers to connect, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver. Failure on the part of a party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned party of its rights hereunder.

1.6 Rights of Parties Independent

The rights available to the parties under this Agreement and at law shall be deemed to be several and not dependent on each other and each such right shall be accordingly construed as complete in itself and not by reference to any other such right. Any one or more and/or any

combination of such rights may be exercised by a party from time to time and, subject to the provisions of this Agreement, no such exercise shall exhaust the rights of such party or preclude any other party from exercising any one or more of such rights or combination thereof from time to time thereafter or simultaneously.

1.7 Schedules

The Schedules annexed hereto form part of and shall be construed in accordance with this Agreement. The following are such Schedules:

- | | | |
|-----|--------------|--|
| (a) | Schedule "A" | BC PAD Program Overview |
| (b) | Schedule "B" | "PAD Program Materials" including the contents of the AED Box and of the Facilitator Box |
| (c) | Schedule "C" | The Powerheart AED G3 Plus |

ARTICLE 2 OBLIGATIONS OF THE PARTIES

2.1 HSFC Obligations

HSFC:

- (a) shall, as soon as possible after the execution of this Agreement, offer to Recipient, free of charge, except as may be incurred in accordance with paragraph 2.2 of this Agreement, one AED Unit and associated AED Accessories as contained in the AED Box, on an "as is" basis, for installation at the Venue ("HSFC's Offer");
- (b) shall, as soon as possible after the acceptance by the Recipient of HSFC's Offer, make necessary arrangements to have the AED Box shipped to the Venue designated by the Recipient;
- (c) shall, as soon as possible after the acceptance by the Recipient of HSFC's Offer, make necessary arrangements to have the Facilitator Box shipped to the Venue as designated by the Recipient, along with a postage prepaid container or box for returning the AED Trainer Units to HSFC at the address provided, one business day after the Venue Orientation Session has been completed, in accordance with this Agreement;
- (d) shall, as soon as possible after the acceptance by the Recipient of HSFC's Offer, facilitate communication between the Recipient and/or the Venue Contact and the BC PAD Program Facilitator to initiate the scheduling of the Venue Orientation Session to be provided to up to six (6) Guests during the Confirmed Placement Window agreed by the Recipient and/or the Venue Contact and the BC PAD Program Facilitator. The Venue Orientation Session shall be provided by one or more BC PAD Program Facilitator;

- (e) may, during the operational life of the AED Unit, provide additional materials such as decals, posters and other materials associated with the BC PAD Program for distribution or display by Recipient at the Venue;
- (f) shall work with the BC Ambulance Service, to establish a program for the oversight of AED Units placed through the BC PAD Program, which program shall be offered and performed by the BC Ambulance Services and/or other HSFC-approved medical service personnel.

2.2 Recipient Obligations

Recipient:

- (a) shall, upon receipt of HSFC's Offer, indicate its acceptance of HSFC's Offer in writing by returning a signed copy of this Agreement by e-mail or as otherwise agreed by the parties;
- (b) upon receipt of HSFC's Offer, shall designate a Venue Contact who shall be responsible for the implementation and the performance of the Recipient's Obligations under paragraphs 2.2 and Section 6 of this Agreement on behalf of the Recipient;
- (c) upon acceptance of HSFC's Offer, shall take delivery or arrange for the Venue Contact to take delivery of the AED Box on behalf of the Recipient;
- (d) upon acceptance of HSFC's Offer, shall take delivery or arrange for the Venue Contact to take delivery of the Facilitator Box on behalf of the Recipient and shall store the unopened Facilitator Box in a secure area for the BC PAD Program Facilitator offering the Venue Orientation Session;
- (e) shall become the sole and exclusive owner of each AED Box received from HSFC and installed at the Venue, immediately upon delivery of each AED Box to the Venue;
- (f) shall, within one (1) business day following the date the Venue Orientation Session is held at the Venue or at any other appropriate location as agreed with the BC PAD Program Facilitator and the PAD Coordinator, return by overnight courier, or as otherwise agreed by the parties, the AED Trainer Units provided by HSFC, in the labelled and postage prepaid container or box provided by HSFC;
- (g) upon delivery of the AED Box to the Venue, shall designate or arrange for the Venue Contact to designate a publicly accessible location within the Venue where the AED Unit will be installed and made available for use by members of the public;
- (h) as soon as possible after the delivery of the AED Box to the Venue, shall install or arrange for the installation of the AED Unit in a publicly accessible location within the Venue where the AED Unit will be installed and made available for use by members of the public;

- (i) upon the confirmation of the date for the Venue Orientation Session, shall ensure that Recipient and/or the Venue Contact designates at least one (1) Guest and up to a maximum of six (6) Guests to receive and partake in an Venue Orientation Session;
- (j) upon receiving an e-mail notification from the PAD Coordinator regarding the scheduling of the Venue Orientation Session with the BC PAD Program Facilitator, shall schedule or shall arrange for the scheduling and hosting of the Venue Orientation Session at the Venue or at any other appropriate location as agreed by the parties;
- (k) as soon as possible after the selection of a date for Venue Orientation Session, shall register or shall arrange for the registration of the AED Unit with the B.C. Ambulance Service's Provincial AED Registry;
- (l) shall ensure that Emergency Medical Service providers and the B.C. Ambulance Service's Provincial AED Registry are kept informed of the specific location of the AED Unit within the Venue and/or of any change in the location of the AED Unit installed at the Venue;
- (m) as soon as possible after the delivery and installation of the AED Unit at the Venue, shall, by itself or in consultation with the BC PAD Program Facilitator, work to incorporate the AED Unit into the Venue's emergency response plan(s), as recommended or required;
- (n) shall not assign, transfer or otherwise change the location of the AED Unit within the Venue without first notifying HSFC and the B.C. Ambulance Service, via the B.C. Ambulance Service's Provincial AED Registry.

ARTICLE 3

TRANSFER OF TITLE AND RISK OF LOSS

3.1 Transfer of Title and Risk of Loss of AED Units

Title to the AED Box, including the AED Unit, and risk of loss and/or damage to the AED Box and/or any of its contents, shall transfer to the Recipient and/or to any other legal entity as designated by the Recipient, as the case may be, immediately upon delivery of the AED Box to the Recipient or to the designated Venue.

3.2 Ownership of AED Trainer Units.

For the purpose of clarity, all right, title and interest in and to the AED Trainer Units contained in the Facilitator Box shall remain with HSFC and HSFC's title thereto shall not be impaired by the loan or delivery of the AED Trainer Units to the Recipient, and/or by their use by the Recipient, the Guests and/or the BC PAD Program Facilitators providing the Venue Orientation Session.

ARTICLE 4 DELEGATION

4.1 Delegation. Delegation.

The parties agree that Recipient may delegate the performance of any of its obligations under Paragraph 2.2 and/or Section 6 of this Agreement to the Venue or the Venue Contact. Notwithstanding the foregoing, such delegation shall not relieve the Recipient of any of its obligations or responsibilities under this Agreement.

ARTICLE 5 DISCLAIMER OF WARRANTIES

5.1 Disclaimer of Warranties.

Notwithstanding any provision of this Agreement, Recipient acknowledges that HSFC is not a manufacturer, supplier or vendor of AED Unit, or any component of the AED Box or the AED Trainer Units and Recipient accepts and takes the AED Box and/or the AED Trainer Units, and each part thereof, "as is", and HSFC makes no representation, warranty or covenant, express or implied, as to any matter whatsoever, including, without limitation, the condition, quality, durability, value, design, operation, suitability, merchantability, or fitness for a particular purpose in any respect whatsoever or as to the absence of latent or other defects, whether or not discoverable, or as to the absence of any infringement of any patent, trademark, copyright or other intellectual property right, as to any obligation based on strict liability in tort or any other representation, warranty or covenant of any kind or character, expressed or implied with respect thereto, and hereby disclaims any such representation, warranty or condition. Recipient specifically waives all rights to make a claim against HSFC for breach of any representation, warranty or condition whatsoever relating to the AED Box, including the AED Unit, the AED Trainer Units, their installation, their use and/or their deployment. In no event shall Recipient have any remedy against HSFC for any actual, incidental, special, consequential damages or other claim, loss, damage or expense caused directly or indirectly by the AED Box, including the AED Unit, the AED Trainer Units, or any deficiency or defect thereof or the installation, operation, use, deployment, storage, maintenance or repair thereof or thereto. Recipient may have rights under the contract evidencing HSFC's purchase of the AED Unit (if applicable) from the manufacturer or vendor. HSFC hereby assigns to Recipient during the Term, for the sole purpose of prosecuting a claim, the benefits of any and all warranties, if any, expressed or implied, with respect to the AED Unit, running from the manufacturer or the vendor of the AED Unit to the Recipient or its assigns, to the extent assignable. The Recipient's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the AED Unit and not against HSFC or its assigns. The Recipient expressly acknowledges that HSFC makes, and has made, no representations or warranties as to the existence or the availability of such warranties of the manufacturer of the AED Unit. This Section 5.1 shall survive the expiration or termination of this Agreement.

ARTICLE 6 MAINTENANCE OF AED UNIT AND TRAINING

6.1 Maintenance of AED Unit

Except as otherwise provided in this Agreement, Recipient, at its sole cost and expense, shall maintain, service and repair the AED Unit and AED Accessories, including AED electrode pads (adult and pediatric): (i) in accordance and consistent with (A) the manufacturer's or supplier's recommendations and all maintenance and operating manuals or service agreements, whenever furnished or entered into, including any subsequent amendments or replacements thereof, issued by the manufacturer, supplier or service provider; (B) the requirements of any and all applicable insurance policies, (C) the purchase agreement or supply contract, if any, so as to preserve all of the Recipient's and HSFC's rights thereunder, including all rights to any warranties, indemnities, or other rights or remedies, (D) the requirements of the BC Ambulance Service's Provincial AED Registry; (E) all applicable laws, (F) the prudent practice of other companies or organizations who have installed AED Units on their premises; (ii) without limiting the foregoing, so as to cause the AED Unit to be in good repair, condition and working order and in at least the same condition as when delivered to the Venue, except for ordinary wear and tear resulting despite the Recipient's full compliance with the terms hereof.

6.2 In addition to the foregoing, the Recipient shall,

- (a) ensure that any maintenance, service, repair or software updates to the AED Unit are performed by a qualified person as approved by the AED Unit manufacturer as soon as possible after the Recipient has become aware that the AED Unit is not or may not be operating in accordance with the manufacturer's instructions;
- (b) at its sole cost and expense, shall confirm by conducting regular checks that the AED Accessories that have a shelf life have not expired;
- (c) at its sole cost and expense, maintain on site and during the Term, in close proximity to the AED Unit at least one spare set of AED electrode pads for adults and one spare set of pediatric AED electrode pads, for each AED Unit received by the Recipient and installed at the Venue (which shall be used to replace any electrode pads that have been used or that have expired);
- (d) ensure that AED batteries and AED electrode pads are stored, maintained and replaced in accordance with the AED Unit manufacturer's instructions;
- (e) immediately or as soon as possible after the deployment of an AED Unit, report or shall ensure the reporting of, the deployment of an AED Unit received by Recipient from HSFC to (i) the applicable Emergency Medical Service(s) providers; and (ii) to the B.C. Ambulance Service Provincial AED Registry;

- (f) ensure that any data relating to an AED Unit installed at the Venue is downloaded and sent directly to the BC Ambulance Service as soon as possible after the deployment of the AED Unit in question;
- (g) ensure that any information relating to the number and nature of events where an AED Unit was deployed, and/or where a person's life was saved as a result of the deployment of the AED Unit in question, is shared with HSFC and the B.C. Ambulance Service.

ARTICLE 7 REPRESENTATION AND WARRANTIES

7.1 The Recipient represents, warrants and covenants to HSFC that:

- (a) the Recipient is and will at all times remain duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation;
- (b) the execution, delivery and performance by the Recipient of this Agreement are within its powers, have been duly authorized by all necessary corporate action on its part, does not require the approval of any shareholder or holder of any of its obligations except such as have been duly obtained and do not and will not at any time contravene (i) its organizational documents, or (ii) any law, governmental rule, regulation, or order or contractual restriction binding on or affecting it;
- (c) no authorization or approval or other action by any authority is required for the due execution, delivery, and performance by the Recipient of this Agreement;
- (d) this Agreement constitutes the legal, valid and binding obligations of the Recipient enforceable against the Recipient in accordance with its terms;
- (e) there is no action, suit, proceeding, or investigation at law or in equity, before or by any court, public board, or body to which the Recipient is a party, pending or threatened against or affecting the Recipient nor to the best of its knowledge, is there any basis therefore, wherein an unfavourable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement;
- (f) the AED Unit shall only be used for the Permitted Use and Recipient will not use or permit, or suffer the use of, the AED Unit, the AED Trainer Units or any part or parts therefore for any other purpose.

ARTICLE 8 PUBLICITY

8.1 Venue Orientation Session(s). To the extent that HSFC wishes to advertise the occurrence of a Venue Orientation Session at the Venue, the Recipient agrees to participate in one or more press releases issued by HSFC regarding the public announcement that a Venue Orientation Session is taking place at the Venue.

8.2 Success Stories. The Recipient agrees to participate in and contribute to the preparation and issuance of press releases by HSFC (by providing all relevant non-confidential information) following the successful deployment of an AED Unit at Recipient's Venue and any other success stories related to the BC PAD Program.

ARTICLE 9 INSURANCE

9.1 The Recipient shall, at its sole cost and expense, take out and keep in full force and effect throughout the Term of the Agreement and any period when it is in possession of the AED Unit(s), commercial general liability on an occurrence basis, including for personal injury, death and property damage, with limits of liability of not less than \$2 million.

9.2 The Recipient shall be responsible for the payment of all insurance premiums for the insurance policy required by this Section and all deductibles payable under the insurance policy required by this Section.

ARTICLE 10 INDEMNITY

10.1 Limitation of HSFC's Liability. Save to the extent that any Claim results from or is contributed to by the negligence of HSFC or by the wilful misconduct of HSFC, HSFC shall not be liable or responsible in any way to the Recipient, to the Venue, or to any other Person for, and the Recipient hereby releases HSFC in respect of :

(a) Any loss or damage to property (including loss of use thereof) of the Recipient, the Venue, or any other Person located in, on or around the Venue, however caused;

(b) Any injury to the Recipient, the Venue Contact, or any other Person, or any loss or damage suffered to the AED Unit, by reason of the installation of one or more AED Units at a Venue owned, leased or designated by the Recipient, any Orientation Session offered in connection with the use and deployment of an AED Unit, any failure to provide the required or recommended orientation or training for the use of an AED Unit, the use of any AED Trainer Units and/or any AED Orientation Materials, any use and/or

deployment of an AED Unit(s) installed at the Venue, including any failure or malfunction when used and/or when not in use.

10.2 Indemnification of HSFC. The Recipient shall indemnify HSFC and save HSFC harmless from and against any and all Claims in connection with:

- (a) any injury or any loss or damage to property referred to Section 10.1;
- (b) the negligence or wilful misconduct of the Recipient, the Venue Contact, or of any Person deploying or involved in the deployment of an AED Unit received by Recipient under this Agreement and installed at Recipient's Venue;
- (c) the failure of the Recipient to observe and perform any of the Recipient's covenants herein and the Recipient's obligations as set out in this Agreement;
- (d) the breach of a representation or warranty of the Recipient;
- (e) any Claims made by third parties in relation to this Agreement and/or an AED Unit.

In the event HSFC, without actual fault on its part, is made a party to any litigation commenced by or against the Recipient, the Recipient shall protect and hold HSFC harmless and shall pay all costs and expenses incurred or paid by HSFC in connection therewith.

10.3 Release

The Recipient releases and forever discharges HSFC and its employees, agents, officers, directors, representatives, advisors, successors and assigns from and against any and all Claims whether asserted or unasserted, which the Recipient may now have or may hereafter have as a result of, without limitation, any loss, damage or injury to person or to property, howsoever caused, arising out of the use, deployment, storage, installation, maintenance or repair of an AED Unit received by the Recipient and/or the Venue as designated by the Recipient pursuant to this Agreement.

ARTICLE 11 INTELLECTUAL PROPERTY

11.1 As between the parties, each party will at all times be and remain the sole and exclusive owner of its own Intellectual Property existing as of the date of this Agreement.

11.2 The Recipient acknowledges and agrees that HSFC or its licensors is the owner of all right, title and interest, in and/or Intellectual Property, including copyright, in and to the AED Materials, the AED Signs and any additional materials provided by HSFC to Recipient under this Agreement.

11.3 HSFC hereby grants to the Recipient a royalty free, non-exclusive, non-transferable, right and license (without the right to sublicense to others except as otherwise permitted), to use the AED Materials exclusively as an aid to the Venue Orientation Session and/or to promote the Venue as a location for an Venue Orientation Session, the site of an AED Unit sponsored by the BC PAD Program, to display the AED Signs and to distribute additional materials that may be provided by HSFC, in the manner contemplated by this Agreement, for as long as AED Units provided under this Agreement remain installed and operational at the Venue.

11.4 The Recipient shall not have the right to copy, have copied, distribute, modify, create derivative works or otherwise use the AED Materials, the AED Signs and any other additional materials provided by HSFC, or to use any trade-marks owned by HSFC without the prior written approval of HSFC.

ARTICLE 12 TERM AND TERMINATION

12.1 Term. The term of this Agreement shall commence upon the execution of this Agreement and shall continue and remain in effect for three (3) years (the "Term"), unless terminated earlier in accordance with this Agreement.

12.2 Termination for Cause. Either party may terminate this Agreement for material breach by the other upon written notice. The breaching party will have thirty (30) days from receipt of notice to cure such breach. If such breach has not been timely cured, then the non-breaching party may immediately terminate this Agreement upon written notice.

12.3 Termination for Convenience. Either party may terminate this Agreement for convenience by providing at least forty five (45) days prior notice to the other party.

12.4 Effect of Termination. Upon the date of termination,

- (a) the Recipient will immediately advise the BC Ambulance Service Provincial AED Registry that its Venue is no longer an HSFC-approved site for an AED Unit;

- (b) the Recipient shall return to HSFC, at Recipient's sole cost and expense, any remaining AED Orientation Materials, AED Signs and any other additional materials provided by HSFC in connection with the AED Unit under this Agreement;
- (c) the license granted to the Recipient for the use of the AED Materials shall immediately terminate and the Recipient, either by itself or through the Venue, shall no longer have any right to use the AED Materials provided by HSFC;
- (d) to the extent that the Recipient has used any trade-marks owned by HSFC, shall immediately cease any use of such trade-marks and destroy or return any materials, whether printed or in electronic form, created by or for the Recipient and/or the Venue and bearing any HSFC trade-mark;
- (e) the Recipient shall return to HSFC the AED Trainer Units, if not already returned, in accordance with this Agreement;
- (f) notwithstanding any other provision of this Agreement, to the extent that an AED Unit received by the Recipient under this Agreement remains operational, the Recipient shall take immediate steps to have the AED Unit transferred to another HSFC approved-venue or to HSFC for further deployment, by coordinating such transfer with HSFC, the PAD Coordinator and one or more BC PAD Program Facilitators.

12.5 Survival. Notwithstanding the foregoing, any terms and conditions of this Agreement expressly identified, including Section 1, 2.2(l), 2.2(n), 5, 7(1)(f), 9, 10, 11, 12.4 and 13, or that would, by their nature, survive the expiration or termination of this Agreement shall so survive.

ARTICLE 13

GENERAL CONTRACT PROVISIONS

13.1 Notice

Every notice, consent, request, instruction, approval and other communication provided for or permitted by this Agreement and all legal process in regard hereto shall be validly given, made or served, if in writing and delivered, sent by facsimile, or by electronic mail, to the party to whom it is to be given at:

- (a) in the case of a communication to HSFC:
 - Address
 - 1212 West Broadway
 - Vancouver BC V6H 3V2

 - Attention: Deborah Rusch, Manager PAD Program
 - Telephone Number: 604.737.3415
 - Fax: 604.736.8732

(b) in the case of a communication to the Recipient:

Address

Attention:

Telephone Number:

Fax:

or to such other address in the Province of British Columbia as any party hereto may, from time to time, designate in writing delivered in a like manner. Notice delivered or sent by facsimile or by e-mail, shall be deemed delivered on the date of such delivery or transmission if such day is a Business Day and if delivered or transmitted and received prior to 5:00 p.m. on such Business Day, failing which such notice shall be deemed to be delivered on the next Business Day following the date of delivery or transmission.

13.2 Assignment

Except as otherwise provided in this Agreement, the Recipient shall not assign or otherwise transfer this Agreement, or any part hereof, nor delegate any of its duties hereunder, whether by operation of law or otherwise, to any third party without the prior written consent of HSFC.

13.3 Successors and Assigns

This Agreement shall be binding upon the parties hereto and their respective successors, assigns and successors in title.

13.4 Business Day

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

13.5 Further Assurances

The parties agree to execute all additional documentation and perform all further acts as may be necessary to give effect to the terms and conditions of this Agreement.

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SIGNATURE PAGE TO FOLLOW]


13.6 Counterparts

The parties acknowledge and agree that this Agreement may be executed in counterparts and by means of facsimile transmission.

13.7 Construction

The parties acknowledge that ambiguities in this Agreement, if any, shall not be construed strictly or in favour of or against either party, but rather shall be given a fair and reasonable construction.

**HEART AND STROKE FOUNDATION OF
CANADA**

Per: 

Name: GAVIN ARTHUR

Title: VP RESEARCH & HEALTH PROMOTION

Per: 

Name: Ewa Her

Title: Director of Finance

I/We have the authority to bind the
corporation.

City of Enderby

Per: _____

Name: _____

Title: _____

Date: _____

Per: _____

Name: _____

Title: _____

I/We have the authority to bind the
corporation.



To help save lives, the Heart and Stroke Foundation and the Province of British Columbia are making Automated External Defibrillators (AEDs) available in public places where there is a risk someone can suffer a sudden cardiac arrest.

Sudden cardiac arrest strikes suddenly and affects people of all ages. Over 2000 British Columbians die from sudden cardiac arrest every year.

Sudden cardiac arrest is different from a heart attack. A heart attack occurs when one or more of the arteries to the heart are blocked and the heart does not receive enough blood.

In contrast, sudden cardiac arrest occurs when the heart's electrical system malfunctions and the heart beats irregularly and dangerously fast. The ventricles begin to quiver and can no longer pump blood from the heart to the rest of the body.

In the first few minutes, blood flow to the brain is reduced so drastically that the victim loses consciousness. Without immediate help, a victim of sudden cardiac arrest will suffer brain damage within three minutes and after twelve minutes it's unlikely they'll survive.

Emergency treatment includes cardiopulmonary resuscitation (CPR) and defibrillation, or an electric shock to the heart.

An Automated External Defibrillator (AED) is a device that analyzes the heart's electrical activity and determines if a shock is needed. If needed, the device safely delivers the shock to the victim.

Through the Public Access to Defibrillation Program, the Heart and Stroke Foundation is working to ensure defibrillators are readily available to victims of sudden cardiac arrests in public places, including recreation and community centres, swimming pools, arenas, busy parks and beaches and secondary schools that serve as community centres in the evenings and on weekends.

Up to 40,000 cardiac arrests occur each year in Canada. That's one cardiac arrest every 12 minutes.

Sudden cardiac arrest doesn't discriminate. It can strike anyone at any time in any place. Even people who are young, healthy and fit can succumb to cardiac arrest, and without a shock from an AED, they are unlikely to survive.



Almost all of cardiac arrest victims will die without an electric shock to restart their heart. Survival rates fall by 7-10% for every minute that passes without defibrillation.

Public access to AEDs will help save lives.

The Cardiac Chain of Survival



Early defibrillation is a key link in the Chain of Survival™. The Chain of Survival™ consists of a series of seven links that give the victim of a medical emergency the best chance of living:

Chain of Survival™

All links in the Chain of Survival™ are important to reduce death and disability from heart disease and stroke. The Chain of Survival™ is only as strong as its weakest link. The success of each link depends on the link immediately before and after. Recognizing the warning signals of cardiac arrest, doing CPR and reacting by calling 9-1-1 (or other emergency response number), helps to get an AED to the victim quickly and reduce delay to defibrillation.

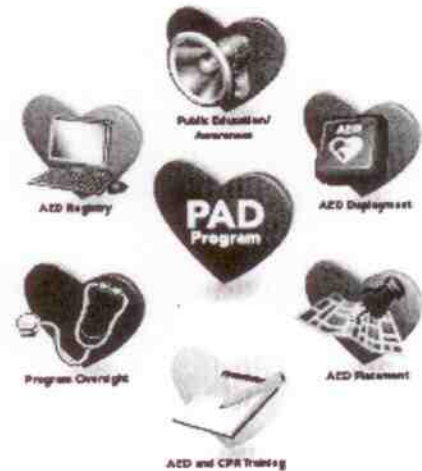
The need for publicly accessible defibrillators

Unfortunately in Canada, early defibrillation is seldom available to victims in public places. Public AED placement is sparse, and the median Emergency Medical Services response time in BC is 9.3 minutes. By placing AEDs in public spaces across the province we can strengthen the Chain of Survival and help up to 75% of sudden cardiac arrest victims survive. Sudden cardiac arrest victims who receive CPR and early defibrillation have shorter recovery times and are more likely to lead healthy, productive lives.



Overview of the BC PAD Program

Through the PAD Program, the Foundation, in partnership with the BC Ambulance Service, plans to donate 650 AEDs over three years to recreation centres, arenas, pools, community centres, libraries, senior centres, busy playing fields, parks and beaches, and secondary schools that are open to the community evenings and weekends.



AED Placement

The Program will donate one or more AEDs to every municipality in British Columbia, depending on population size. The Heart and Stroke Foundation is working with local governments to identify priority locations. These locations are places where large numbers of people gather on a regular basis and/or emergency response times are longer than it takes to save a victim of sudden cardiac arrest.



AED and CPR Orientation

The PAD program will help people become familiar with AED use and will teach them how easy it is to open an AED and follow the voice prompts during a rescue. People who receive AED training will also learn bystander CPR.

All venues will receive an orientation to their AED and learn how to respond to a sudden cardiac arrest from a health care provider.



AED Registry

A priority of the PAD Program is to link with 9-1-1 dispatch to inform callers if an AED is available at their location. The registry will serve as a database system that tracks AED locations. The registry will also send maintenance reminders and collect data to help refine the PAD program.



Awareness and Education

To support community AEDs, the HSF is implementing a public awareness campaign about sudden cardiac arrest and AEDs.

The Foundation is also standardizing installation and signage, making it easy to recognize AEDs.



AED Deployment

Agreements between the Heart and Stroke Foundation and the AED venue will ensure PAD Program AEDs are properly installed and maintained.



Program Oversight

Trained medical professionals will be responsible for handling and analyzing AED data after a sudden cardiac arrest, debriefing venue staff and others following an event, and consulting with venue staff about the AED, as required.



An Automated External Defibrillator (AED) is a safe and easy-to-use portable device used to deliver lifesaving electric shocks to sudden cardiac arrest victims. An AED will only shock a shockable heartbeat. A bystander or trained professional can simply attach the pads to a person's chest and push the button when alerted by the AED. The AED demonstrates what to do throughout every step using voice prompts and on-screen instructions, including how to perform CPR.

The Heart and Stroke Foundation is advocating to government to establish legislation:

- requiring AEDs to be placed in specific public locations
- requiring registration of public AEDs

For more information, please contact the PAD Program Manager at 604-737-3415 or drusch@hsf.bc.ca

JANUARY 2013

10 | P A G E

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SCHEDULE B

**PAD Program Materials**

Materials shipped to each venue receiving an AED include:

AED Box

- AED
- Cabinet with front decals and side decals
- Adult pads (2 sets)
- Pediatric pads (1 set)
- Carrying case
- Mounting case
- Mounting hardware
- Safety Kit
 - Razor
 - Wet and dry towels
 - Mask
 - Gloves
 - Scissors
 - Gauze
 - Carabiner attachment
- AED Maintenance and Installation Guide
- AED ID Tag
- AED User Manual/Operations Manual
- 3D sign (1)
- Door decal (1)
- Community Toolkit Hard Copy (1)
- Venue Launch Kit
 - Posters (2)

Facilitator Box

- CPR/AED Instructional DVD (return)
- 3 AED trainers (return)
- 1 remote for AED trainer (return)
- 6 CPR Anytime Kits and PAD-specific inserts
- CPR/AED Evaluation Checklist (22 paper copies)
- Course evaluation form (8 paper copies)
- 1 sheet of 8 adhesive nametag labels
- 6 pocket masks (return)
- 6 new pocket mask valves
- HSF Programs Fact Sheet (10 copies)
- Sanitizer wipes
- 2 x D batteries
- 2 x AAA batteries
- Facilitator PAD Champion pin (1)

The POWERHEART® AED G3 Plus

Our flagship automated external defibrillator, complete with RescueCoach™ and CPR metronome to pace chest compressions

Appropriate Locations

- Work places
- Transportation
- Sporting venues
- Schools
- Retail & hotels
- Recreation facilities
- Places of worship
- Any public place

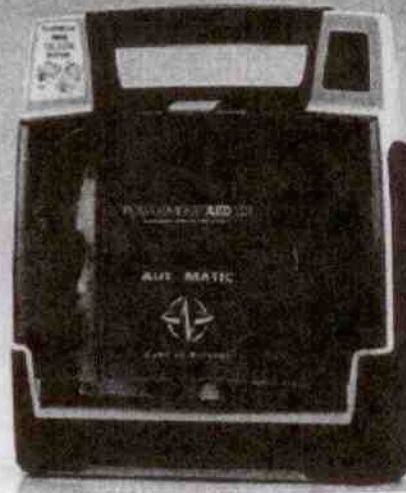
Primary Benefits

Reliability. The device is Rescue Ready®, meaning it self-tests daily to ensure it works when you need it.

Ease of Use.

- The RescueCoach™ voice prompts and metronome guide you through a very stressful rescue situation.
- The device knows when to (and when not to) deliver the shock.
- The text screen lends extra help in noisy and chaotic environments.

Assurance. The unit has a 7-year warranty and a 4-year full battery replacement guarantee.



Rescue Ready™ performance sets Powerheart AEDs apart

Our Rescue Ready technology distinguishes us among competitors.

- + Every day, to ensure anytime functionality, the AED self checks all main components (battery, hardware, software, and pads).
- + Every week, the AED completes a partial charge of the high-voltage electronics.
- + Every month, the AED charges the high-voltage electronics to full energy.

If anything is amiss, the Rescue Ready status indicator on the handle changes from green to red and the device will emit an audible alert to prompt the user to service the unit. In sum, a Powerheart AED is Rescue Ready when a life depends on it.

Most anyone can operate a Powerheart AED G3 Plus

In the chaos that follows sudden cardiac arrest, concerned but untrained people are hesitant to intervene. Will they know what to do? There's a life on the line!

We designed the Powerheart AED G3 Plus with RescueCoach™ voice prompts to talk rescuers through the steps.

- + When the rescuer applies the pads, the device analyzes the heart rhythm and "knows" when to deliver (or not deliver) the shock.
- + The shock is delivered automatically, with no button to push, and no human intervention. (We also make a semi-automatic version.)
- + After the shock, the unit prompts for CPR with a built-in metronome that sets the pace for proper chest compressions.

In a University of Pennsylvania simulated rescue study, the AED G3 Plus helped untrained adults deliver CPR of a quality similar to that of trained professionals.¹

¹ Peer reviewed study by Benjamin S. Abella et al. "Untrained Volunteers Perform High Quality CPR When using an Automatic External Defibrillator with a CPR Voice Prompting Algorithm." *Circulation*, 2007; 116:1111-1117.



The POWERHEART® AED G3 Plus

TECHNICAL SPECIFICATIONS	
DEFIBRILLATOR Operations Waveform Energy (J) range available Protocols Factory default (nominal) Voice prompts CPR cadence Text screen Visible indicators Audible alerts Synchronized shock Pacemaker pulse detection Programmable Pediatric capability Warranty	9390A (fully automatic version) and 9390E (semi-automatic version) STAR® biphasic truncated exponential Escalating variable energy (VE) 105J to 360J 5 energy protocols available 200VE, 300VE, 300VE RescueCoach voice instructions guide user confidently through rescue process Metronome for compression frequency Displays rescue prompts to guide user through rescue process as well as additional critical rescue information for EMS responders Rescue Ready status indicator, SmartGauge battery status indicator, service indicator, PAD indicator, text display Voice prompts, system alert Built-in automatic synchronization feature Yes Yes, via MDLink® Yes 7 years
PADS Minimum combined surface area Extended length of lead wire Supplied Type Shelf life	228 cm² (35.3 sq in) 1.3 m (4.3 ft) Self-checking, pre-connected to the AED Adult, pre-gelled, self-adhesive, disposable, non-polarized (identical pads can be placed in either position) defibrillation pads 2 years
BATTERY Type Guarantee	IntelliSense® lithium battery 4-year, full operational replacement
AUTOMATIC SELF-TESTS Daily Weekly Monthly	Battery, pads (presence and function), internal electronics, SHOCK/CONTINUE button, and software Battery, pads (presence and function), internal electronics, partial energy charge, SHOCK/CONTINUE button, and software Battery, pads (presence and function), internal electronics, full energy charge cycle, SHOCK/CONTINUE button, and software
EVENT DOCUMENTATION Type Internal memory ECG playback Communications Clock synchronization	Internal memory 60 minutes ECG data with event annotation, multiple rescue functionality Viewable via Rescuelink® software via PC Serial port or USB (via adapter) for PC with Windows Rescue event time stamp of event data
DIMENSIONS (H x D x W)	8 cm x 31 cm x 27 cm (3.3 in x 12.4 in x 10.6 in)
WEIGHT	3.1 kg (6.6 lb)
MODEL NUMBERS 9390A-501 9390E-501	Powerheart AED G3 Plus Automatic with 2005 AHA/ERC Guidelines protocols Powerheart AED G3 Plus Semi-Automatic with 2005 AHA/ERC Guidelines protocols Each AED package includes (1) defibrillator, (1) IntelliSense battery (9146), (1) pair of defibrillation pads, and (1) Quick Start Tool Kit including CD-Rom with AED Manual, Training Video, Rescuelink and MDLink, and serial communication cable

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THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Enderby/Area F Joint Services Commission
From: Tate Bengtson, CAO
Date: May 13, 2014
Subject: Damage to Diamond #3

RECOMMENDATION

THAT the Commission direct staff to bill the user groups for repair works to Diamond #3 in Riverside Park consequent to its use on May 9-10, 2014.

BACKGROUND

On May 9, 2014, a user group which had rented the ball diamonds in Riverside Park used Diamond #3 under extremely wet conditions, which caused significant damage. On May 10, 2014, a different user group which had rented the same ball diamonds also used Diamond #3, which exacerbated the damage.

Diamond #3 is traditionally waterlogged at this time of year due to its relation to the water table; as a result, activities conducted on the diamond can do considerable damage to the grounds. Clause 6.1 of the rental agreement signed with the user groups clearly outlines the responsibility for damages:

The Renter will pay for all loss or damage to the Premises or equipment arising from the rental.

Staff are currently evaluating how best to effect the necessary repairs, as well as determine a reasonable allocation of responsibility between the two user groups. The estimate currently under development anticipates at least a half-load of sport shale and a yet-to-be-determined quantity of labour and equipment hours to complete these repairs. The bill for repairs will be valued at the total cost less that amount that is built into the league fees for regular wear-and-tear maintenance.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Enderby/Area F Joint Services Commission
From: Tate Bengtson, CAO
Date: May 14, 2014
Subject: Permission for Mobile Vendors in Riverside Park for Gold Panners Event

RECOMMENDATION

THAT the Commission considers granting permission to the event organizer for mobile vendors to be located in Riverside Park from May 16 to 18, 2014 to service the 23rd Annual BC Open Gold Panning Competition;

AND THAT the Commission refers the matter of permitting mobile vendors in the Riverside RV Park to the forthcoming discussions on renewal of the City-Chamber Agreement.

BACKGROUND

The Enderby & District Chamber of Commerce has requested (see attached correspondence) that the Commission permit mobile vendors in Riverside Park ("the Park") and Riverside RV Park ("the Campground") from May 16 to 18, 2014 to service the 23rd Annual BC Open Gold Panning Competition. As there are some differences between the Campground and the Park, each will be addressed separately.

The Park is subject to the provisions of 40(c) of Business License and Regulation Bylaw No. 1408, 2009 (see attached excerpt), which requires the vendor to first obtain the written permission of what was then the Fortune Parks and Recreation Commission (now the Enderby/Area F Joint Services Commission). As the request is for a fixed-term event rather than an ongoing operation, granting permission to the event host (the Chamber) rather than individual vendors is the most efficient and effective way to address the matter. Individual mobile vendors would still be subject to the terms and conditions of the Business License and Regulation Bylaw. Typically, when there is a rental of an entire park space for an event (such as Barnes Park for Canada Day), the local authority does not become involved in permitting mobile vendors, as the space is effectively under the control of the event host. In this case, as there is not a rental of an entire space, it is appropriate for the Commission to consider granting permission.

Despite the fact that the Campground is owned by the City of Enderby, it is subject to an operating contract by a separate entity: the Enderby & District Chamber of Commerce. Neither the current City-Chamber Agreement nor any existing policy evidences consideration of

permitting mobile vendors within the campground. As Campground terms of operation is rightfully part of the City-Chamber Agreement, and given the short timeline for confirming this matter with the Chamber prior to the event commencing, it is recommended that the Commission refer the matter to discussions later this year for renewal of the Agreement and provide no further comment at this time. As the Chamber is, by definition, responsive to the business community, this approach will enable it, as event host, to take the actions that it deems reasonable or appropriate in the absence of a clear policy or operating term respecting this matter.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer

Excerpt from Business License and Regulation Bylaw No. 1408, 2009

Mobile Vendor

35. No mobile vendor shall operate within the City without first having obtained a City of Enderby Business Licence.
36. Where food is being sold, the mobile vending unit (vehicle/trailer/cycle) must have a valid permit as issued by the Medical Health Officer of the Province of British Columbia.
37. No mobile vendor shall operate on or from any municipally owned property, boulevards or highways unless and until the applicant has provided evidence of:
 - (a) Motor Vehicle Liability Insurance with a minimum coverage of \$2,000,000;
 - (b) Comprehensive Public Liability and Property Damage Insurance for \$2,000,000 inclusive, with the City as an additionally named insured.
38. Every person who operates a mobile vending unit shall be responsible to provide suitable garbage collection containers, and to keep the area around the vending location free of any waste material originating from the vendor's business.
39. Mobile vending units must be attended (staffed) at all times when on a site, and must be removed from the location when not staffed.
40. No mobile vendor shall operate within the City, except for the following conditions:
 - (a) when the zoning on privately owned property allows a mobile vendor;
 - (b) ***by first obtaining written consent of the Council for City owned property, boulevards, and highways;***
 - (c) ***by first obtaining written consent of the Fortune Parks and Recreation Commission for municipally owned parks, playgrounds and the like;***
 - (d) by first obtaining written consent from the School District for government owned school grounds.
41. Where a mobile vendor is catering to or delivering to a residential site, business or construction site, such units shall not park or stop on the traveled portion of a highway, and shall not be stopped at one location longer than is necessary to serve customers, and at no time shall remain stopped for longer than twenty (20) minutes at any one location.

[emphasis added]



Enderby & District

CHAMBER OF COMMERCE

Where the Shuswap meets the Okanagan

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May 12th, 2014

Joint Services Commission
C/O Tate Bengtson
City of Enderby

Re: Request permission for mobile vendors at Riverside RV Park & Campground

Dear Joint Services Commission,

The Enderby & District Chamber of Commerce has been working with the Vernon Placer Miners Club in organizing the 23rd Annual BC Open Gold Panning Competition. As part of the festivities, there have been requests to allow mobile vendors at the campground during the 3 day event, starting May 16th to May 18th, 2014.

The Chamber would like to request permission to allow for mobile vendors to be located at the park/campground for the duration of the event, subject to the vendor(s) obtaining a business license and health inspection.

The Enderby & District Chamber of Commerce encourages these events as it showcases Enderby, Area F and our facilities.

Thank you for your consideration,

Sincerely,

Corinne Peard
General Manager