



REGULAR MEETING OF COUNCIL

AGENDA

DATE: Monday, February 16, 2015
TIME: 4:30 p.m.
LOCATION: Council Chambers, Enderby City Hall

1. **APPROVAL OF AGENDA**
2. **ADOPTION OF MINUTES**

[Regular Meeting Minutes of February 2, 2015](#) pg 1-6
3. **PUBLIC AND STATUTORY HEARINGS**
4. **PETITIONS AND DELEGATIONS**

[Gabriele Wesle, President – Enderby Open Air Farmers Market](#)
Re: 2014 Report and Improvements for 2015 pg 7
5. **DEVELOPMENT MATTERS**
6. **BUSINESS ARISING FROM THE MINUTES AND/OR UNFINISHED BUSINESS**
 - a. [Community Book Exchange](#) – Verbal update from Mayor McCune
7. **BYLAWS**
8. **REPORTS**

[Mayor and Council](#)
9. **NEW BUSINESS**
 - a. [Inflow and Infiltration Management Plan](#) – Memo from Chief Administrative Officer dated February 11, 2015 pg 8-23
 - b. [Bylaw Dispute Adjudication System](#) – Memo from Assistant Corporate Officer and Planning Assistant dated February 12, 2015 pg 24-28
 - c. [2015 – 2017 Gardens and Grounds Maintenance Contract](#) – Memo from Chief Financial Officer dated February 12, 2015 pg 29-42
10. **PUBLIC QUESTION PERIOD**
11. **CLOSED MEETING RESOLUTION**

Closed to the public, pursuant to Section 90 (1) (c), (i) and (g) of the *Community Charter*
12. **ADJOURNMENT**

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THE CORPORATION OF THE CITY OF ENDERBY

Minutes of a **Regular Meeting** of Council held on Monday, February 2, 2015 at 4:30 p.m. in the Council Chambers of City Hall

Present: Acting Mayor Brad Case
Councillor Tundra Baird
Councillor Roxanne Davyduke
Councillor Brian Schreiner
Councillor Shawn Shishido

Chief Administrative Officer – Tate Bengtson
Chief Financial Officer – Jennifer Bellamy
Recording Secretary – Bettyann Kennedy
The Press and Public

APPROVAL OF AGENDA

Moved by Councillor Schreiner, seconded by Councillor Davyduke that the agenda be approved as circulated.

Carried Unanimously

ADOPTION OF MINUTES

Regular Meeting Minutes of January 19, 2015

Moved by Councillor Baird, seconded by Councillor Shishido that the minutes of the regular meeting of January 19, 2015 be adopted as circulated.

Carried Unanimously

PETITIONS AND DELEGATIONS

Shelly Hand, Branch Manager – BC SPCA Shuswap Branch

Re: Overview of Provincial and Local Involvement in the Community

Ms. Hand provided Council with a brief overview of the services being offered at the Shuswap SPCA branch:

- No sustained government funding; 100% donor funded.
- 40 shelters throughout BC. Over 41,000 animals cared for and 7,000 cruelty investigations yearly.
- 2 full-time, 4 part-time, 4 casual, and 40 volunteers at the Shuswap branch. Open 7:30 – 4:30 and are available 365 days per year.
- They focus on spending more quality time with the animals to make them calm for viewings.
- Last year 130 dogs & puppies and 612 cats & kittens came to the Shuswap branch.
- Cats and dogs are transported to lower mainland after 2 weeks as there is a better likelihood of finding homes there.
- Kibble Kupboard created to assist low income households feed their pets.
- Education services include making presentations at schools to teach responsible pet ownership with emphasis on compassion and empathy for living things.

- Strategic plan includes dealing with the large feral cat problem in the area.
- Approximately 10% of surrendered animals are from Enderby.

BUSINESS ARISING FROM THE MINUTES AND/OR UNFINISHED BUSINESS

2015 Road Projects – Granville Avenue and Vernon Street – Memo from Chief Administrative Officer dated January 27, 2015

Moved by Councillor Schreiner, seconded by Councillor Shishido that Council direct staff to proceed with detail designs for Vernon Street as a 2015 capital road project.

Carried Unanimously

Moved by Councillor Baird, seconded by Councillor Schreiner that Council advise staff to make changes to the proposed design standards for Granville Avenue.

As a result of discussions that included heavy truck traffic that may result from phase 2 construction of the Memorial Terrace development and the lack of a turn-around area for snow ploughs, the following amendment was made to the previous motion:

Moved by Councillor Schreiner, seconded by Councillor Shishido that Council direct staff to proceed with a Granville Avenue design that includes only a turn-around option for snow ploughs and repairs to the north side sidewalks.

Carried Unanimously

BCTS Proposed Harvest on Cherry Ridge – Correspondence from Ministry of Forests, Lands and Natural Resource Operations dated January 20, 2015

Moved by Councillor Baird, seconded by Councillor Davyduke that the correspondence be received and filed.

Carried Unanimously

Veterans Way Honorary Street Name – Memo from Chief Administrative Officer dated January 26, 2015

Moved by Councillor Baird, seconded by Councillor Schreiner that Council direct staff to proceed with installing street blades giving the honorary designation of "Veterans Way" to that portion of Mill Avenue between Maud Street and George Street.

Carried Unanimously

BYLAWS – Adoption

Sanitary Sewer Regulation Bylaw No. 1470, 2010 Amendment Bylaw No. 1564, 2015

A bylaw to amend sanitary sewer regulation bylaw No. 1470

Moved by Councillor Baird, seconded by Councillor Shishido that Sanitary Sewer Regulation Bylaw No. 1470, 2010 Amendment Bylaw No. 1564, 2015 be adopted.

Carried Unanimously

Water and Sprinkling Regulation Bylaw No. 1468, 2010 Amendment Bylaw No. 1565, 2015

A bylaw to amend water and sprinkling regulation bylaw No. 1468

Moved by Councillor Baird, seconded by Councillor Shishido that Water and Sprinkling Regulation bylaw No. 1468, 2010 Amendment Bylaw No. 1565 be adopted.

Carried Unanimously

Garbage Collection Regulation Bylaw No. 1566, 2015

A bylaw to provide for garbage collection within the boundaries of the City of Enderby

Moved by Councillor Baird, seconded by Councillor Shishido that Garbage Collection Regulation Bylaw No. 1566, 2015 be adopted.

Carried Unanimously

Fees and Charges Bylaw No. 1479, 2010 Amendment Bylaw No. 1567, 2015

A bylaw to establish fees and charges for services and information

Moved by Councillor Baird, seconded by Councillor Shishido that Fees and Charges Bylaw No. 1479, 2010 Amendment Bylaw No. 1567, 2015 be adopted.

Carried Unanimously

REPORTS

Councillor Baird

Attended the LGLA Newly Elected Officials seminar and learned some tips on presenting the value of municipal services. Also enjoyed the team building opportunities.

Councillor Shishido

Learned a lot from the Newly Elected Officials seminar.

Chamber of Commerce Strategic Planning Session – 4 main focuses:

- RV Park:
 - Washrooms - open all year; considering options for additional cost for water and electricity.
 - Proper rate structure – planning for expansion.
 - Improve tree layout – for every tree removed, need to plant 1.5 trees. Will be determining a long term layout (5-10 yr plan)
- Recreation Services:
 - Considering bringing in someone to do an analysis and catalogue of events. Survey to determine what people want and to identify gaps in services.
 - Madison Giesbrecht is leaving. They will be finding a replacement, possibly for programming part-time and administration part-time.
 - New person for River Ambassador Program will be needed.
- Visitor Centre / Tourism
 - Goal is to maintain current operations.
 - Obtained funding this year. Government will be privatizing visitor's centres and discontinuing quality control. Must consider a potential loss of \$12,500 in grants.
 - 28% increase in visitors last year (excluding girl guides)
 - Will be working on developing a community events calendar with links to Exploring Enderby and City websites.
 - Key events: Gold Panners, Accordion Group, Wine & Beer festival, Arts Festival, Sunday events.

- Exploring Enderby Guide – looking at making it a seasonal theme. One guide covering 4 seasons of activities.
- Chamber of Commerce:
 - Would like to encourage Council to revisit a downtown revitalization initiative.
 - Seeking engagement and education of members as to what the Chamber does.
 - They are not clear on how the City's business license program works. Would like to see a Chamber brochure at City Hall.
 - Host events that members would pay for.

Councillor Davyduke

Learned a lot at the LGL Newly Elected Officials seminar including governance, networking, and the uniqueness of municipalities.

Attended the Chamber of Commerce strategic meeting.

Visited the schools:

- AL Fortune theatre group is performing "Grease" March 1-6
- Breakfast and lunch programs – acknowledge the donations from Salmon Arm Rotary and Sutherland's Bakery.
- Grade 8 class has a Critical Enquiry program which develops their ability to problem solve and deal with issues.
- Young Entrepreneurs program includes job shadowing. Perhaps the City and the Chamber could participate.
- Will contact A L Fortune to invite a student to become a Youth Representative at City Council meetings.

Councillor Case

Enderby and District Services Commission meeting earlier today:

- Approved grant for use of arena for AL Fortune graduation.
- Approved new sign for Riverside Park being donated by the Lions Club.
- Diverted installation of no-wake buoys until the Shuswap River Watershed Sustainability Initiative completes its public consultation.
- Replacement of chiller at arena is necessary. Insurance claim is still pending, but need to place order soon due to fabrication time. The Commission has requested that Council consider funding from the Community Works Funds. The Chief Financial Officer reported that funds are available.

Moved by Councillor Schreiner, seconded by Councillor Shishido that Council approve the use of \$125,000 from the Community Works Fund for the purchase of a replacement chiller should the insurance claim be denied.

Carried Unanimously

- Barnes Park sketch plan was advanced to public consultation.
- Selected a design for Belvidere hand launch. It will include 5 concrete steps each 12 m long and 1.2 m wide with wheelchair access. Considering installing a donation box. Project will start in 2016.
- Commission satisfied with current digital billboard policy.
- Shuswap Trail Alliance fundraiser is taking place this weekend.

2014 RCMP Quarter 4 Report

Moved by Councillor Baird, seconded by Councillor Davyduke that the report be received and filed.

Carried Unanimously

2014 RCMP Victims Assistance Quarter 4 Report

Moved by Councillor Baird, seconded by Councillor Shishido that the report be received and filed.

Carried Unanimously

NEW BUSINESS

Digital Billboard Sponsorship Application – IODE Lambly's Landing – Memo from Assistant Corporate Officer and Planning Assistant dated January 22, 2015

Moved by Councillor Baird, seconded by Councillor Shishido that Council approve the IODE Lambly's Landing Chapter's sponsorship application valued at \$4,900 in-kind.

Carried Unanimously

Bea Kirkwood-Hackett – Correspondence dated January 26, 2015

Re: Composting Program

Moved by Councillor Schreiner, seconded by Councillor Davyduke that further exploration into a composting program be referred to the Community Services and Council Project & Events Management portfolios.

Carried Unanimously

Discussion included approaching the high school to develop an entrepreneur opportunity.

Community Book Exchange

Moved by Councillor Schreiner, seconded by Councillor Shishido that this item be postponed until the February 16, 2015 regular meeting.

Carried Unanimously

Mock Billing Statistics for September – December 2014 – Memo from Chief Financial Officer dated January 29, 2015

Moved by Councillor Baird, seconded by Councillor Davyduke that the report be received and filed.

Carried Unanimously

PUBLIC QUESTION PERIOD

None

CLOSED MEETING RESOLUTION

Moved by Councillor Baird, seconded by Councillor Schreiner that, pursuant to Section 92 of the *Community Charter*, the regular meeting convene In-Camera to deal with matters deemed closed to the public in accordance with Section 90 (1) (i) of the *Community Charter*.

ADJOURNMENT

The regular meeting reconvened at 5:50 p.m.

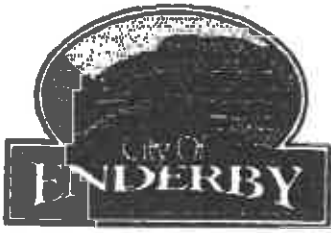
Moved by Councillor Shishido, seconded by Councillor Schreiner that the meeting adjourn at 5:50 p.m.

Carried Unanimously

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Agenda



REQUEST TO APPEAR AS A DELEGATION

On 16 February 2015
Day Month Year

Date of Request January 28, 2015

Name of Person Making Request Gabriele Weste

Name and Title of Presenter(s) President of the Enderby
Open Air Farmers Market

Contact Information greencroftgardens@mybc.ca (250) 306-6582

Details of Presentation Report on the 2014 market season,
input from market board on improvements for the
upcomming market season starting April 24, 2015.

Desired Action from Council (check all that apply)

- Information Only
- Proclamation
- Funding Request
- Road Closure Parking lot request
- Policy or Resolution

Please describe desired action in detail Inquire about adding
an evening market day for end of June -
beginning of September.

Please attach any supporting documentation or presentation materials related to your delegation request.

Agenda

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Mayor and Council
From: Tate Bengtson, CAO
Date: February 11, 2015
Subject: Inflow and Infiltration Management Plan

RECOMMENDATION

THAT Council receives and files the Inflow and Infiltration Management Plan.

BACKGROUND

As a condition of the City of Enderby's wastewater discharge permit, as amended June 25, 2014, the City was required to submit an Inflow and Infiltration (I/I) Management Plan to the Ministry of Environment. The City is required to report on the plan as part of its annual reporting as well as review the plan itself every five year. On December 31, 2014, the completed plan was submitted to the Ministry.

I/I refers to rainwater and groundwater entering the sanitary sewer system through defects associated with design or degradation of the system or unlawful connections made to the system. Inflow and Infiltration costs money as it contributes unnecessarily to the total flows. This unnecessary flow must, like all other wastewater, be pumped and treated. It also puts the sewer system at risk of overflow. The City of Enderby has seen an increase in its average daily flows and maximum daily flows, particularly since 2011. This increase is outpacing the growth rate of its service population. This implies an increase in infiltration, inflow, or both.

Reducing I/I involves a four-step process:

1. Knowledge;
2. Assessment;
3. Planning; and
4. Remediation.

Key next steps involve augmenting efforts to assess the sanitary sewer collection system on a regular basis, prioritizing preliminary design of capital works with combined sewer sections to pursue grant funding, continuing to increase contributions to asset management reserves at an incremental rate of increase of 1% per year, developing a mitigation plan for overland flooding, and remediating deficiencies upon discovery.

This Plan commits to four targets: reducing I/I from 65% to 50% of base daily flows within 10 years, reducing maximum daily flows to less than the maximum daily discharge as specified in the Permit for extreme weather events with less than a 5-year return interval within 10 years, completing a flood response strategy for the mitigation of I/I impacts prior to 2016, and reporting regularly on I/I in the Wastewater Annual Report.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer

Inflow and Infiltration Management Plan

City of Enderby

December 31, 2014

Submitted to the Ministry of Environment

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EXECUTIVE SUMMARY

The City of Enderby is required to submit to the Ministry of Environment an Inflow and Infiltration (I/I) Management Plan as part of Permit PE 203 authorizing the discharge treated effluent to the Shuswap River. I/I refers to rainwater and groundwater entering the sanitary sewer system through defects associated with design or degradation of the system or unlawful connections made to the system. Inflow and Infiltration costs money as it contributes unnecessarily to the total flows. This unnecessary flow must, like all other wastewater, be pumped and treated. This capacity is better reserved for future customers, as this helps spread the burden of paying for the operation of the sanitary sewer system. Reducing I/I also helps to defer costly capacity-related infrastructure upgrades.

The City of Enderby has seen an increase in its average daily flows and maximum daily flows recently. This increase is outpacing the growth rate of its service population. This implies an increase in infiltration, inflow, or both. From 2011 to 2013, maximum daily flows have increased markedly.

A base infiltration rate of 20-25% of average daily flows is common in most municipalities. This is consistent with the textbook recommendation of 12 m³ per day per kilometer of sewer line. Given Enderby's 23.75 kilometers of sewer line, the textbook calculation would expect a base infiltration rate of 285 m³ per day. Assuming an average daily flow of 1,200 m³ per day, Enderby's base infiltration should be 240-300 m³ per day; however, base infiltration is approximately 500 m³ per day, which is 65% higher than typical values.

Infiltration will generally need to be addressed through remediation, while inflow will need to be corrected through enforcement or adding new infrastructure. Reducing I/I involves a four-step process: Knowledge, Assessment, Planning and Remediation. Key next steps involve augmenting efforts to assess the sanitary sewer collection system on a regular basis, prioritizing preliminary design of capital works with combined sewer sections to pursue grant funding, continuing to increase contributions to asset management reserves at an incremental rate of increase of 1% per year, developing a mitigation plan for overland flooding, and remediating deficiencies upon discovery.

This Plan commits to four targets: reducing I/I from 65% to 50% of base daily flows within 10 years, reducing maximum daily flows to less than the maximum daily discharge as specified in the Permit for extreme weather events with less than a 5-year return interval within 10 years, completing a flood response strategy for the mitigation of I/I impacts prior to 2016, and reporting regularly on I/I in the Wastewater Annual Report.

Finally, the Plan identifies a number of deficiencies that have already been identified and, in some cases, remediated during the course of 2014.

OVERVIEW

BACKGROUND

The City of Enderby is required to submit to the Ministry of Environment an Inflow and Infiltration Management Plan (“the Plan”) as part of Permit PE 203 (“the Permit”) authorizing the discharge treated effluent to the Shuswap River. The Permit, issued under Part 2, Section 14 of the *Environmental Management Act*, was last amended in June 2014.

The requirement for the Plan is described in Section 3.6 of the Permit. The Permit describes the terms of reference for the Plan as managing and limiting

inflow and infiltration into the system during both normal and high runoff events. The Plan should assess and address the main aspects of inflow and infiltration management including sources and locations, potential impacts on the treatment system, as well as proposed interim and permanent measures to address each aspect as well as an implementation schedule.

The Plan is to be submitted to the Ministry of Environment by December 31, 2014. Progress under the Plan is to be reported as part of subsequent Wastewater Annual Reports. The Plan and associated mitigation measures are to be reviewed every 5 years.

DESCRIPTION OF THE SANITARY SEWER SYSTEM

The City of Enderby sanitary sewer collection system receives wastewater from buildings (e.g. toilets, sinks, showers, washing machines) and conveys it to the Wastewater Treatment Plant. Sanitary sewer plays a critical role in protecting human health and the environment. The sanitary sewer collection system is distinct from the storm collection system, which collects and conveys rainwater; however, there are points in the system where rainwater enters the sanitary sewer collection system by design, degradation, or unlawful connection.

The sewer collection system includes the following components:

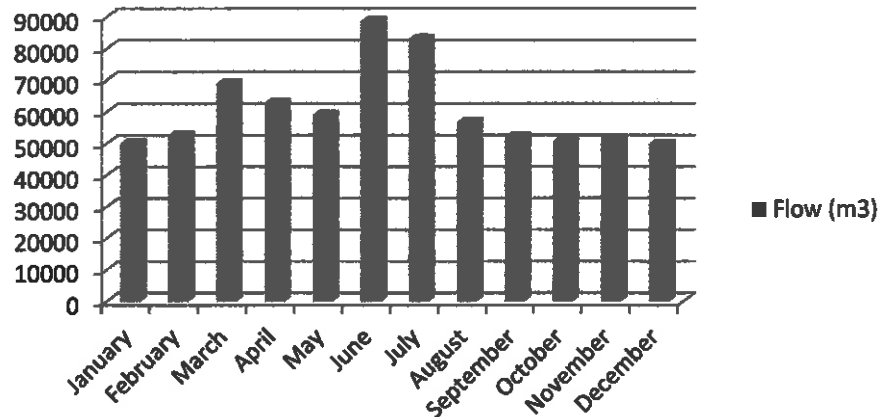
- **Service laterals**, which convey wastewater from buildings to the sanitary sewer collection system. Individual property owners are responsible for that part of the service lateral that is located on their property. The remainder of the lateral, from the property line to the sanitary sewer main line, is owned and maintained by the City of Enderby.
- **Main lines**, which receive wastewater from service laterals and convey it to the Wastewater Treatment Plant for treatment. Sewer mainlines convey sewage by means of gravity when possible, or otherwise by pumping it. Main lines which rely upon pumping are known as force mains. The City of Enderby has approximately 23.75 kilometers of sewer main lines.
- **Lift stations**, which contain the pumps that convey wastewater through a force main. The City of Enderby has nine lift stations.

As of 2013, the City of Enderby’s wastewater system, inclusive of treatment and collection, has a replacement value of \$29,896,140. The total loss in value to the system, representing the City’s

infrastructure deficit, is \$15,946,834 or 53% of the total value. The remaining value is \$16,086,325 or 47% of the total value.

The total monthly flow to the Wastewater Treatment Plant for 2013, which is generally consistent with previous years, shows a gradual escalation in flows during the spring and then a significant spike in June and July.

Total Flow by Month (m3)



At the Wastewater Treatment Plant, the waste is separated into three products:

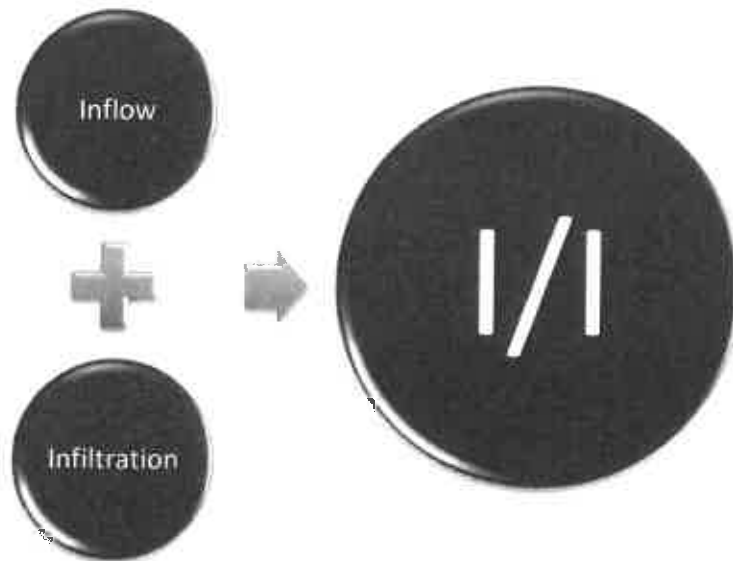
1. **Compostable biosolids**, which are hauled to a local farm and used to enrich the soil, and which must meet the Quality Criteria of Class B biosolids as described under the *Organic Matter Recycling Regulation*.
2. **Treated water**, which must meet discharge characteristics specified in the Permit prior to being discharged to the receiving environment.
3. **Disposable biosolids**, which are unsuitable for compost or discharge and must be hauled to the landfill.

DEFINITION OF INFLOW AND INFILTRATION

Inflow and infiltration ("I/I") refers to rainwater and groundwater entering the sanitary sewer system through defects associated with design or degradation of the system or unlawful connections made to the system.

Inflow is rainwater that enters the sanitary sewer collection system generally as a result of improper plumbing or outdated design standards. Common sources of inflow include roof and foundation drain connections and combined sewers.

Infiltration is groundwater that seeps into the sanitary sewer collection system generally as a result of degradation or poor construction. Common sources of infiltration include broken sewer laterals, root intrusion, leaky lateral connections to mains, pipe cracks or breaks, and manhole deterioration.



IMPORTANCE OF REDUCING INFLOW AND INFILTRATION

Inflow and Infiltration costs money. It contributes unnecessarily to the total flows. This unnecessary flow must, like all other wastewater, be pumped and treated. This capacity is better reserved for future customers, as this helps spread the burden of paying for the operation of the sanitary sewer system. Reducing I/I also helps to defer costly capacity-related infrastructure upgrades.

In some cases, such as during a major rain event, I/I can overwhelm the system and disrupt treatment operations. It can force the City of Enderby to discharge water to the receiving environment in an amount that exceeds the daily discharge limit of 3,400m³ as specified in the Permit. For instance, in 2013, there were eighteen days when the Wastewater Treatment Plant operated in excess of its maximum daily discharge requirements under the Permit. It can also lead to overflows of raw or partially-treated sewage.

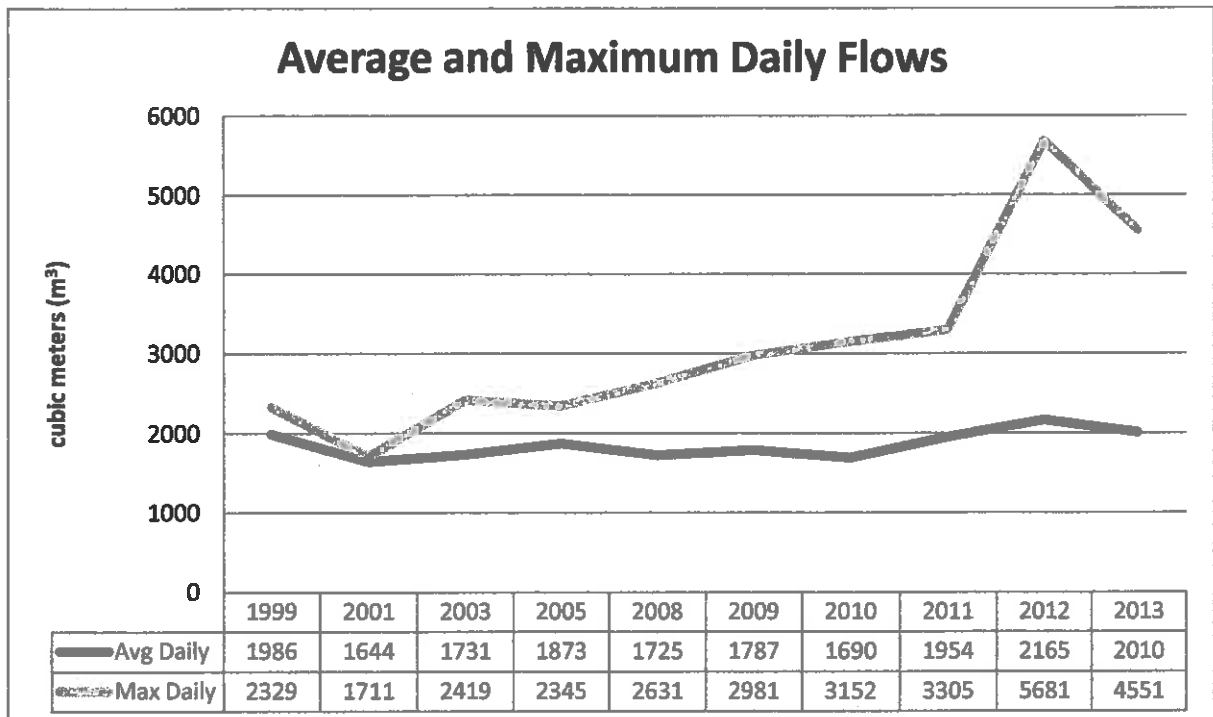
The implications of reducing I/I are summarized as follows:

- Reduces operating costs;
- Creates new capacity in the collection system, which increases the potential to add new customers and share in capital and fixed operating costs;
- Defers capacity-related infrastructure upgrades;
- Decreases likelihood of a sewer overflow during a rain event;
- Helps keep discharge volumes within Permit requirements.

INFLOW AND INFILTRATION RATE

A certain amount of I/I is “unavoidable and is accounted for in routine sewer design. However, when I/I exceeds design allowances, sewer capacity is consumed and usually results in overflows and increased conveyance costs.”¹ The typical design allowance for I/I is 12 m³ per day per kilometer of sewer line.²

The City of Enderby has seen an increase in its average daily flows and maximum daily flows recently. This increase is outpacing the growth rate of its service population. This implies an increase in infiltration, inflow, or both. Daily sewer flows for the City of Enderby are shown in the below chart.



Average daily flows from 2001 to 2010 are relatively constant. There was a reduction between 1999 and 2001 due to the repair of a significant source of I/I.

From 2011 to 2013, maximum daily flows have increased markedly. During this period, there has been a number of peak storm events, high river water (including overland flooding in 2012), and elevated groundwater tables. The problem may be exacerbated by new inflow sources or additional infiltration caused by deterioration of the sanitary sewer collection system.

¹ “Capital Regional District Core Area Liquid Waste Management Plan: Sanitary Sewer Overflow Management Plan,” Engineering Design Services and Environmental Services, Capital Regional District (June 2008), 12. <https://www.crd.bc.ca/docs/default-source/septic-pdf/sanitary-sewer-overflow-mgt-plan.pdf?sfvrsn=0>. Accessed on November 30, 2014.

² Charlie Higgins, “City of Enderby Sewer System Analysis Report,” Focus Consulting Group (forthcoming, 2015), 4.

The growing gap between the average and maximum daily flows is generally associated with periods of high rainfall and, in 2012, overland flooding. This is aggravated by infiltration occurring when the water table is high, which leads to increased groundwater entering the sanitary sewer collection system. Moreover, the lack of storm sewer collection infrastructure in certain areas of the community has led many residents to pump groundwater from their basements directly into the sanitary sewer collection system.

The following excerpt from a forthcoming long-term infrastructure analysis commissioned by the City of Enderby is indicative of what the sanitary sewer daily flow rate *should be*, contrasted to what it *actually is*.

Average daily flows for winter months in 2012-13 are approximately 1,700 m³ per day. Water use data provided for recent winter months indicates average daily water demands in the order of 1,450 m³ per day. A calculation of wastewater flows using 400 [litres per capita per day] and a population of 3,000 relates to an average daily sewer flow of 1,200 m³ per day. This would seem to be a reasonable sewer flow given the water use of about 1,450 m³ per day (250 m³ per day is consumed or lost in unaccounted for losses/uses). Typical text book values of percentage of water use that become wastewater are 60 to 90 percent. The ratio for this calculation would be 83% (1,200 / 1,450). With an estimated average daily flow of 1,200 m³ per day, base infiltration would be 500 m³ per day (1,700 – 1,200).

Average daily flows in 2012-13 increase in the wet weather months to about 2,000 m³ per day indicating I/I of approximately 800 m³ per day (2,000 – 1,200). During peak months with heavy rainfall events, high water tables, and flooded areas, the flows at the Wastewater Treatment Plant (mid-June to mid-July) increased to peak values of over 5,000 m³ per day in 2012 [and] 4,500 m³ per day in 2013....This indicates that the peak I/I is in the order of 3,300 to 3,800 m³ per day in 2012-13. These extreme flows can be attributed somewhat to the areas that were flooded in Enderby where manholes may have been under water and residents were pumping basements into the sewer system.³

The report suggests that a base infiltration rate of 20-25% of average daily flows is common in most municipalities. This is consistent with the textbook recommendation of 12 m³ per day per kilometer of sewer line. Given Enderby's 23.75 kilometers of sewer line, the textbook calculation would expect a base infiltration rate of 285 m³ per day. Assuming an average daily flow of 1,200 m³ per day, Enderby's base infiltration should be 240-300 m³ per day; however, base infiltration is approximately 500 m³ per day, which is 65% higher than typical values.⁴

³ Higgins, 4.

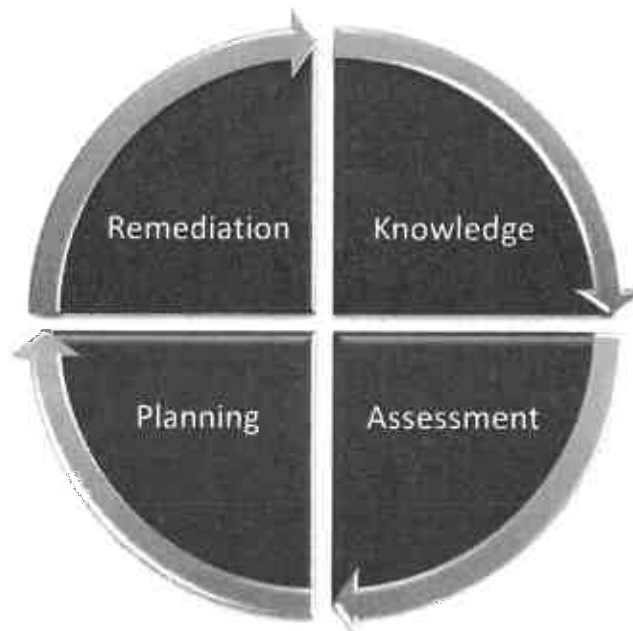
⁴ Higgins, 4.

STEPS TO REDUCE INFLOW AND INFILTRATION

Infiltration will generally need to be addressed through remediation, while inflow will need to be corrected through enforcement or adding new infrastructure. With respect to enforcement, City of Enderby Sanitary Sewer Regulation Bylaw No. 1470, 2010 disallows extraneous flows (included as a type of prohibited waste) and provides the City with the powers of right of entry, issuance of orders, and offense prosecutions. Moreover, City of Enderby Municipal Ticketing Information System Bylaw No. 1518, 2013 provides the City with the ability to issue an MTI ticket for the discharge of prohibited waste. However, the City of Enderby prefers to encourage voluntary compliance whenever possible, with enforcement as a last resort.

Reducing I/I involves a four-step process that begins with a proper understanding of the sanitary system as it currently operates, and as its operation may change in the future (Knowledge and Assessment). These steps are complemented by the implementation of solutions (Planning and Remediation).⁵ Given the size of the City of Enderby sanitary sewer system, budgetary constraints, and the exigency of remediating known problems, the Knowledge and Assessment steps will occur concurrently with the Planning and Remediation steps.

The above approach recognizes that I/I is not a problem that can be resolved once and for all; countering design flaws, degradation, and unlawful connections is a process characterized by ongoing vigilance and incremental successes. Over time, as the knowledge base of the system is refined and remedial actions are completed, the approach will shift from reactive to proactive.



⁵ See Federation of Canadian Municipalities and National Research Council, "Infiltration/Inflow Control/Reduction for Wastewater Collection Systems," *National Guide to Sustainable Municipal Infrastructure 1.0* (March 2003): ix.

KNOWLEDGE

Knowledge is the basis for developing and implementing a functional, measurable plan. The City of Enderby already has a variety of tools and an existing knowledge base upon which it can draw:

1. Inflow and Infiltration Report (completed in 1997);
2. Infrastructure Maps including pipes sizes, locations of lift stations and manholes and flow directions from which major sub-basins may be extrapolated (completed);
3. Asset Management Report (forthcoming, 2015);
4. I/I monitoring through daily flows (ongoing); and
5. I/I monitoring through lift station operating hours (commencing in 2015).

ASSESSMENT

In addition to known deficiencies, the following methods will continue to be used in 2015 and future years to assess potential I/I sources:

1. Inflow
 - a. Smoke testing; and
 - b. Camera.
2. Infiltration
 - a. Inspections; and
 - b. Camera.

PLANNING

As the City of Enderby has limited resources, strategic planning based on prioritization and responsible investment in asset management is critical to I/I reduction. Moreover, response planning to mitigate the impact of overland flooding will position the City to limit the impact of extreme events in the future. The following are key planning elements involved in I/I reduction:

1. Prioritize major capital upgrades with combined sewer sections for preliminary design work that may be used as a basis to seek grant funding;
2. Continue to increase contributions to asset management reserves at an incremental rate of increase of 1% per year; and
3. Develop a plan in 2015 for mitigating the impact of overland flooding upon the sanitary sewer collection system.

REMEDIATION

A multi-faceted approach to remediation is required in order to address the problems afflicting the sanitary sewer collection system. The following are key remediation elements involved in I/I reduction:

1. Sewer manhole rehabilitation, including grouting, frame resetting, raising manholes to grade, interior coating, and replacement of surrounding asphalt;
2. Joint and crack sealing of mains;
3. Elimination of inflow connections;

4. **Plugging abandoned service connections;**
5. **Repair service laterals and joins to main lines; and**
6. **Performing major capital upgrades according to a prioritized replacement timeline.**

TARGETS AND COMMITMENTS

Due to the size of the City's sanitary sewer collection system and its limited resources, the City's approach to I/I reduction is to create systemic improvement through targeted measures and best practices.

This Plan commits to four targets: the first identifies a target for reducing I/I. The second identifies a target for addressing mitigation of extreme events with less than a 5-year return interval. The third identifies a target for flood response. The fourth identifies a target for regular reporting to the Ministry of Environment, Council for the City of Enderby, and the general public.

1. Reduce I/I from 65% to 50% of base daily flows within 10 years.
2. Reduce maximum daily flows to less than the maximum daily discharge as specified in the Permit for extreme weather events with less than a 5-year return interval within 10 years.
3. Complete a flood response strategy for the mitigation of I/I impacts by December 31, 2015.
4. Include a section in the Wastewater Annual Report detailing outcomes of the Plan and associated measures.

There are important *caveats* to consider with the above targets as related to data interpretation. The Federation of Canadian Municipalities and the National Research Council warn:

Experience has shown that, in many cases, I/I removal rates were substantially less than expected due to many reasons, particularly the migration of infiltration from rehabilitated to non-rehabilitated areas. Care must be exerted when forecasting rehabilitation results...Private building connections can contribute a large part of I/I (as much as 70 percent or more) and must be considered carefully in an infiltration/inflow control/reduction program.⁶

In addition, caution must be urged so as not to ascribe *causation* to a particular *correlation* of data. An increase in I/I in a particular year may be due to repaired-versus-deteriorated lines or added-versus-removed inflow connections, but it may also be the result of the regular ebb-and-flow of groundwater tables or the presence-or-absence of extreme weather events. Moreover, the impact of the City of Enderby's universal water metering initiative, which will begin billing in 2015, may decrease base rates, which may necessitate a revision to the above targets in order to reflect progress accurately.

Beyond the above, there is a broad range of explanatory (and potentially extraneous) variables that are factored into or potentially may confound a simple analysis of flows. As a result, changes in the average flows from year to year must be viewed in terms of *trend* and *context*. Achieving its targets for a single year does not mean that the City of Enderby has fulfilled its I/I reduction goals any more than failing to meet its targets for a single year necessarily implies a failure of its efforts.

⁶ *National Guide*, x.

KNOWN DEFICIENCIES AND 2014 PROGRESS

There are a number of known deficiencies that the City of Enderby has already begun to address.

1. The City has spent, or is committed to spending, \$117,000 renewing the Mill Avenue sanitary sewer system line from George Street past Maude Street, and along Belvedere Street from Cliff Avenue to Mill Avenue. Deficiencies were identified in this line during camera work performed recently.
2. During reconstruction of Mill Avenue in the summer of 2014, a roof drain from a building was observed to be flowing directly into the sanitary sewer. The owner has agreed to re-plumb or otherwise redirect the stormwater away from the sanitary sewer by September 2015. As the commercial building has a large, flat roof, it is anticipated that the elimination of this inflow source will have a positive impact during extreme weather events in particular.
3. During the winter of 2014, a significant source of infiltration was discovered during routine camera work near the intersection of Stanley Avenue and George Street (Highway 97A). The infiltration was due to abandoned, uncapped service lines feeding into a repurposed manhole that had been paved over during Highway 97A upgrades in 2011-12. The manhole was excavated and the infiltration source plugged in December 2014. City of Enderby Staff estimated the total daily flow contributed from this source to have a winter daily flow rate of approximately 50 m³ per day. If this estimate proves true, it will be a significant contribution towards the City's I/I reduction goals. There is insufficient post-repair data to confirm the impact at this time.
4. The asphalt around a number of sanitary sewer manholes assessed as in poor condition has been renewed.
5. A part of the sanitary sewer collection system servicing Peacher Crescent, Red Rock Crescent, and Revel Crescent has a combined sewer. As there is no storm sewer in this vicinity, the combined sewer accepts stormwater flows. Remediation of this part of the collection system will prove to be costly and require grant funding. The City has already undertaken work to secure statutory rights-of-way in order to support the eventual separation of stormwater and wastewater flows. As a next step, preliminary design work will be completed so that the City of Enderby has a basis for pursuing grant funding for separating this combined sewer.

CONCLUSION

The City of Enderby has a significant problem with I/I. Inferences drawn from its service population, flow rate, and collection system assets indicates a higher-than-average I/I rate. Hypothetically, Enderby's daily I/I should be 25% of its base flows; however, it is currently 65% of its base flows. This represents a reduction in available capacity and impacts operating costs.

This report makes measurable commitments to reduce the City's I/I and identifies a series of steps to fulfill those commitments. It also provides objectives related to mitigating extreme weather events, flood response planning, and regular progress reporting.

Agenda

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Assistant Corporate Officer and Planning Assistant
Date: February 12, 2014
Subject: Bylaw Dispute Adjudication System

RECOMMENDATION

THAT Council authorizes Staff to proceed with implementing a Bylaw Dispute Adjudication System;
AND THAT Council authorizes an annual expenditure of approximately \$1,000 to participate in the program.

BACKGROUND

The City of Enderby currently uses the Municipal Ticket Information (MTI) system as a means of enforcing local bylaws. Through this system, the City issues a monetary penalty to offenders who violate local bylaws in the form of an MTI (ticket/fine). This system allows an enforcement officer to certify the allegation and deliver the ticket to the alleged offender without first visiting a Provincial Court justice to swear the Information and obtain a Summons, and it also allows the alleged offender to admit the offence and pay the penalty without appearing in court. The City of Enderby's MTI system is authorized and framed through the Municipal Ticketing Information Bylaw No. 1454, 2010 which sets forth:

1. which offences are subject to municipal ticketing;
2. who can issue the municipal ticket for each offence; and
3. what penalties may be imposed for each offence.

This system can be costly and burdensome to the City for the following reasons:

- i. serving an MTI must be done through personal service (direct delivery to an individual);
- ii. dispute of the allegation must be done in provincial court; and
- iii. no clear authority for formal dispute screening.

In October 2003, the Province of British Columbia enacted the *Local Government Bylaw Notice Enforcement Act* whereby local governments may establish a bylaw dispute adjudication system, more simply known as an adjudication system, which replaces the Provincial Court as the venue for resolving disputes of minor municipal bylaw breaches. The two key components of an adjudication system are a simple "front-end" ticketing process whereby Bylaw Notices are issued, and a locally managed "back-end" venue for a non-judicial adjudicator to hear ticket disputes. The goal of this new adjudication model is to create a simple, fair, and cost-effective system for dealing with minor bylaw infractions. To meet this goal, the adjudication model:

- eliminates the requirement for personal service;
- establishes a dedicated forum for resolving local bylaw enforcement disputes;
- uses a dispute resolution-based approach to obtain independently adjudicated decisions;
- avoids the unnecessary attendance of witnesses;
- avoids the need to hire legal counsel; and
- promotes the timely resolution of bylaw enforcement disputes.

A general overview of the bylaw dispute adjudication system is as follows:

1. Serving the Bylaw Notice:

Formal bylaw enforcement action begins with the completion of a Bylaw Notice by a local government bylaw enforcement officer. The Bylaw Notice informs the recipient of:

- i. the alleged bylaw contravention that is being made;
- ii. the penalty for the contravention; and
- iii. how to pay the fine or dispute the allegation.

The maximum ticket fine amount for a Bylaw Notice is \$500 (versus \$1,000 for an MTI). The Bylaw Notice may be delivered in a variety of fashions, including leaving it on a car or mailing it to the person responsible for the contravention. Once the Bylaw Notice is received, or presumed received, it becomes legally effective and the recipient has a fixed period of time in which to pay the fine amount noted on the Notice or notify the local government that he/she wishes to dispute the allegation. In the event the person neither pays the fine amount nor advises that they wish to dispute the allegation, the amount of the Notice plus an additional late payment penalty (if one has been established by bylaw) will be due and owing to the local government; if necessary, the local government may choose to recover these charges through collections.

Benefits

The service requirement for a Bylaw Notice is 'reasonable delivery' which is inclusive of a variety of delivery methods including the mailing a Bylaw Notice or placing it on a vehicle; this is far more flexible than the 'personal service' service requirement for an MTI which is hard to achieve in many circumstances, especially with street and traffic infractions, as the serving of the MTI must be done directly to the individual. This personal service requirement for an MTI limits the City's enforcement abilities while also increasing costs as Bylaw Enforcement and Dog Control Officers have to expend additional resources in the serving of MTIs.

2. Screening Officer and Compliance Agreements:

In order to reduce the number of disputed Bylaw Notices forwarded to adjudication, a local government has the option of establishing a screening officer to review disputed Notices. The purpose of the screening officer is to interview the disputant and decide whether to cancel a

Bylaw Notice if he/she believes that the allegation did not occur or forward the Bylaw Notice to adjudication if they feel that the allegation did occur.

Furthermore, a local government may authorize a screening officer to enter into compliance agreements with persons who have received a Bylaw Notice. Generally speaking, compliance agreements involve an acknowledgement of the contravention of the bylaw on behalf of the recipient and will typically set out remedies or conditions on future behaviour to be performed within a designated period of time, with a reduced or waived fine at the conclusion of that period.

Benefits

Under the current MTI system, the City of Enderby screens all disputes to determine whether there is enough evidence to proceed to provincial court or if the MTI should be cancelled. This process is similar to that which would occur under an adjudication model except that under the adjudication model, the screening officer has the authority to set out remedies or conditions and reduce or waive the fines if these remedies or conditions are met; these powers are not granted to local governments under the MTI system and the only way an MTI fine can be reduced is through the justice. The ability to present a 'carrot' to disputants in the form of a reduced or waived fine will enable the City to better achieve voluntary compliance with bylaw infractions which is the ultimate goal.

3. Adjudication of the Dispute:

If the screening officer makes a determination that the cancellation of a Bylaw Notice or the implementation of a compliance agreement is not possible or appropriate, and the person still wishes to dispute the allegation, the disputant must then confirm this and indicate whether he or she plans to appear at the adjudication hearing in person, in writing or by telephone. The local government will then schedule a day and time for the adjudication, notify the disputant of these details, and request the presence of an adjudicator.

At the adjudication hearing, an adjudicator will hear from both the disputant and the local government and decide whether he or she is satisfied that the contravention occurred as alleged. When considering a matter, the adjudicator can review documents submitted by either party, or hear from the parties or witnesses over the telephone. The burden of proof for a Bylaw Notice is based on the 'balance of probability' (civic scale) whereas the burden of proof for an MTI is based on 'beyond a reasonable doubt' (criminal scale).

The function of the adjudicator is strictly to confirm or cancel the Bylaw Notice and he/she has no authority to reduce or waive the fine amount. If the Bylaw Notice is confirmed, the fine amount noted on the face of the Bylaw Notice is payable to the local government; in addition, a

local government may establish a fee, not to exceed \$25, to recover a portion of the cost of the dispute.

Benefits

As parties and witnesses are able to participate in the adjudication hearing via telephone, this will cut down on the resources that the City of Enderby would otherwise be required to expend to defend an MTI dispute. Furthermore, the \$25 cost recovery fee will help to discourage individuals from advancing frivolous disputes to the adjudication process; the MTI system has no such cost recovery tool and individuals are free to advance frivolous disputes to provincial courts at a significant cost to the City of Enderby. Lastly, by having a burden of proof related to 'balance of probabilities', the bylaw adjudication system enables local governments to pursue enforcing a broader range of offences which otherwise may not have been attainable if the burden of proof was 'beyond a reasonable doubt' as it is in the MTI system.

The City of Kelowna is currently one of the central locations for bylaw dispute adjudication in the province. Numerous Okanagan municipalities and regional districts participate in this bylaw dispute adjudication system including Kelowna, West Kelowna, Penticton, Vernon, Lake Country, Summerland, Peachland, Osoyoos Oliver, Regional District of Central Okanagan, and the Regional District of Okanagan-Similkameen. The adjudication sessions are held on the first Thursday of every month and the location of these sessions are alternated between Kelowna and Vernon.

The costs of this system are distributed to each member municipality/regional district based on population and it is estimated that the cost for the City of Enderby to participate in this system would be approximately \$1,000 per year. The annual budget for the Kelowna-based bylaw dispute adjudication system has already been set for 2015 so if the City were to seek participation in the system for the year 2015, the Bylaw Dispute Adjudication System's member municipalities would need to approve an adjustment to the function's budget. Alternatively, the City could make an application to participate in the system for the year 2016.

The next steps associated with implementing a bylaw dispute adjudication system are:

1. Determining the key features of the system such as:
 - I. the time period for the Bylaw Notice recipient to pay or dispute;
 - II. matters to be enforced by Bylaw Notice;
 - III. the use of screening officers; and
 - IV. fine and fee amounts.
2. Preparing a bylaw to adopt the bylaw dispute adjudication system;
3. Making a formal application to participate in the Kelowna-based bylaw dispute adjudication system;
4. Preparing a Screening Officer Policy, if required;
5. Preparing an Operations Policy, if required;
6. Developing the necessary forms and letter templates;

7. Preparing a Communications Plan to bring awareness to the newly formed bylaw dispute adjudication system; and
8. Training Bylaw Enforcement and Dog Control officers and Staff.

Respectfully Submitted,



Kurt Inglis, Assistant Corporate Officer and Planning Assistant

Agenda

THE CORPORATION OF THE CITY OF ENDERBY
MEMO

To: Tate Bengtson, CAO
From: Jennifer Bellamy, CFO
Date: February 12, 2015
Subject: 2015-2017 Gardens and Grounds Maintenance Contract

Recommendation:

THAT Council award the Gardens and Grounds Maintenance Contract for 2015 - 2017 to Summer Scape Designs;

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

Background:

Attached is the Gardens and Grounds Maintenance Contract which expired October 15, 2014. Ads were placed in the Morning Star and Okanagan Advertiser, requesting quotes for the 2015-2017 term (with a possible two year extension). Attached is a summary of the quotes received.

Summer Scape Designs came in with the lowest quote of \$44,342.34 and currently holds the grounds contract for the Township of Spallumcheen. References were also checked for the Company and came back positive.

The 2014 budget amount for gardens and grounds maintenance was \$59,000, which included the annual purchase of flowers. The quotes received for the new term excluded the cost of flowers to allow Council to determine a budget amount for flower purchase and design outside of the contract. Based on the 2014 budget and the quote provided from Summer Scape Designs, approximately \$14,600 would remain for the flower purchases in 2015.

Respectfully submitted,


Jennifer Bellamy
Chief Financial Officer

City of Enderby
Gardens & Grounds Maintenance Contract
Quote Comparison (Net of GST)

	2015	2016	2017	Total
The Grounds Guys	68,223.23	68,223.23	68,223.23	204,669.69
M Lawson Grounds Maintenance	61,285.71	64,095.24	66,904.76	192,285.71
Summer Scape Designs	44,342.34	46,559.49	48,887.43	139,789.26
Pro-Tek	55,714.29	56,550.00	57,385.71	169,650.00

Note: 2014 budget for grounds maintenance was \$59,000

THE CORPORATION OF THE CITY OF ENDERBY
GARDENS AND GROUNDS MAINTENANCE CONTRACT

This agreement dated for reference this ____ day of _____, 2015.

BETWEEN:

CITY OF ENDERBY, a municipality duly incorporated and having its address at 619 Cliff Avenue, Box 400, Enderby, B. C. V0E 1V0

(hereinafter called "the City")

AND:

(hereinafter called "the Contractor")

WHEREAS the City is desirous of retaining the services of a gardens and grounds maintenance contractor;

AND WHEREAS for the purpose aforesaid the City and the Contractor are desirous of entering into this Agreement;

NOW THEREFORE WITNESSETH that in consideration of the covenants and agreements hereinafter set out the parties hereto agree as follows:

Term

1. This contract shall commence on the 1st day of April and shall terminate on the 15th day of October in each of the years 2015, 2016, and 2017.

Obligations

2. The Contractor covenants and agrees to provide gardens and grounds maintenance services throughout the term of this contract in accordance with Schedules "A" and "B" attached hereto and forming part of this contract.
3. The Contractor shall not assign or sublet this Agreement without the prior express written agreement of the City.

4. The Contractor shall abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority in any way affecting this Agreement.
5. The Contractor shall be in good standing with WorkSafeBC and provide coverage for all of its employees.
6. The Contractor shall give priority to this Agreement over other contracts held by the Contractor.
7. In consideration of the performance of the Contractor of the covenants herein contained, the City covenants and agrees to pay the Contractor the sum of _____ in 2015, _____ in 2016 and _____ in 2017. Payments will be made on the 15th and 30th days of April, May, June, July, August, and September and on the 15th day of October.
8. This Agreement is not a contract of employment. The Contractor is an independent contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other. It is understood that this Agreement is strictly between the City and the Contractor and in no way shall be interpreted as creating an employment relationship between the City and the Contractor, its employees, agents or sub-contractors (if any). Should any differences arise between the Contractor and its employees, agents or sub-contractors, they shall be resolved directly between them.
9. The parties hereby acknowledge and agree that the Contractor is the "Prime Contractor", in respect of the services to be performed hereunder, and the Contractor agrees to indemnify and save the City harmless from and against any and all claims, assessments or costs that they may incur as a result of the City being deemed to be the "Prime Contractor", pursuant to a finding or determination by WorkSafeBC, or otherwise.
10. The City shall not be responsible for payment of any of the following:
 - (a) Employment Insurance
 - (b) Workers' Compensation
 - (c) Canada Pension Plan
 - (d) Income Tax
 - (e) Health and Welfare benefits
 - (f) Overtime
 - (g) Vacation pay
 - (h) Licences
 - (i) Permits
 - (j) Operation, maintenance or repair of any equipment whatsoever used, rented, leased or owned by the Contractor in its business and the

effective carrying out of this Agreement other than specified in Schedules "A" and "B".

- (k) Any other Federal, Provincial or municipal tariffs or taxes
11. The City shall have the right from time to time to unilaterally amend the provisions of Schedules "A" and/or "B" in response to changing environmental practices, legislation or regulations. Upon receipt of notice of such amendments, the Contractor shall thereafter operate in accordance with Schedules "A" and/or "B" as amended.
 12. The City has a unilateral right to amend the provisions of Schedules "A" and/or "B" which shall include the right to increase or decrease the locations and/or frequency of work.
 13. If as a result of amendments to Schedules "A" and/or "B" the Contractor's costs increase or decrease, the Contractor and the City shall negotiate an amendment to the remuneration payable under this Agreement to reflect such amendments. If no agreement concerning such remuneration is reached within a period of thirty (30) days after notice of the amendments have been given by the City to the Contractor, the matter of changes to such compensation shall be referred to arbitration pursuant to Section 29 of this Agreement.
 14. The Contractor shall and does hereby release, indemnify and save harmless the City and its elected officials, officers, employees, servants and agents from and against all claims, suits, actions, causes of action, demands, damages, costs, expenses, losses and other harm suffered, directly or indirectly, by the City or any other person, whether by reason of death, bodily injury, property loss, property damage or other cause, arising from or related to the Contractor's action, failure to act, negligence or default under this Agreement. This provision shall survive the expiry or other termination of this Agreement.
 15. The Contractor shall obtain and keep in force a policy of comprehensive general liability insurance in a minimum amount of Three Million Dollars (\$3,000,000.00) per occurrence against claims for death, bodily injury, property damage and property loss.
 16. The Contractor shall provide the City with evidence of insurance at the time of execution of this Agreement and along with a WorksafeBC Clearance Letter prior to the start of contract seasons. The Contractor shall at all times during the term of this Contract be in possession of a valid and subsisting City of Enderby Business License or Intermunicipal Business.

17. All policies of insurance required to be taken out by the Contractor shall:
- (a) include that the City is protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured by way of naming the City as insured directly within the policy;
 - (b) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
 - (c) be primary and non-contributing with respect to any policies carried by the City and that any coverage carried by the City is in excess coverage;
 - (d) not be cancelled without the insurer providing the City with 30 days clear written notice stating when such cancellation is to be effective;
 - (e) preclude subrogation against the City;
 - (f) include a cross liability clause.

Termination

18. The City may terminate this Agreement without notice or payment in lieu of notice upon breach by the Contractor, his employees or agents of any of the terms of this Agreement.
19. Either party may terminate this Agreement for any reason upon 60 days written notice to the other party.
20. If the Contract hereby granted is taken in execution or attachment by any person or the Contractor commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors, the City may, in addition to any other remedy which may be available to it in law or equity, terminate this contract upon twenty-four (24) hours notice given in accordance with this Contract.
21. If the Contractor:
- (a) fails to operate in strict compliance with the provisions of the Operational Specifications outlined in Schedule "A" and "B" of this Contract, as determined by the City in its sole and unfettered discretion; or
 - (b) fails to make payments due to its suppliers or its operators; or
 - (c) disregards applicable legislation or regulations or reasonable directions of the City or its servants or agents,

then the City may notify the Contractor (such notice being referred to herein as a "Notice of Default") in writing that it is in default of the Contract.

22. Upon receipt of a Notice of Default, the Contractor shall immediately take all such actions as are reasonably required to rectify the default within three (3) business days of receipt of the Notice of Default. Thereafter the City may correct the problem by any method at its disposal and deduct the total costs thereof from any monies owing the Contractor.
23. Where the Default would reasonably take more than three (3) business days to rectify and the Contractor has commenced within three (3) days all of the steps reasonably required to rectify the default, then the Contractor shall be permitted such time to remedy the default as is reasonably necessary, provided the Contractor does not abate its efforts to remedy the default.
24. If the Contractor fails, neglects or refuses to remedy or commence to remedy a default within three (3) business days of receipt of a Notice of Default, then the City may, in addition to and without prejudice to any other remedy available to the City, terminate this Contract.
25. In the event that the City terminates this Agreement pursuant this Section, the Contractor shall be liable for all of the costs of the City enforcing or attempting to enforce the Contract including, without limiting the foregoing, legal costs of the City or a Solicitor and client basis. The City shall be entitled to set off any such claim against any sum due by the City to the Contractor.

Notice

26. Where service of a notice or a document is required under this Contract the notice or document shall be in writing and shall be deemed to have been delivered:
 - (a) to the City to the offices of the City of Enderby during regular business hours and left in the possession of an employee of the City, or if sent by mail, addressed to the City at the address specified in this Contract;
 - (b) to the Contractor to the offices of the Contractor during regular business hours and left in the possession of an Officer or Director of the Contractor, or if sent by mail, addressed to the Contractor at the address specified in this Contract.
27. Where service is by mail the notice or document shall be conclusively deemed to have been received on the fifth (5th) day after its deposit in a Canada Post Office at any place in Canada. Where service is by hand delivery, email, or fax, the notice or document shall be deemed to have been received one (1) working day after delivery.

General

28. This contract shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties in respect of matters pertaining to this contract prior to its execution and delivery.
29. Any dispute arising from time to time between the parties hereto with respect to the interpretation or affect of any of the provisions of this Agreement shall be referred to arbitration pursuant to the Commercial Arbitration Act (British Columbia) except that the venue of the arbitration shall be Vernon, British Columbia and the British Columbia International Commercial Arbitration Centre Rules for Domestic Commercial Arbitration Proceedings shall not apply.
30. The terms and provisions of this contract shall extend to, be binding upon and inure to the benefit of the parties hereto and their successors, heirs, and permitted assigns.
31. If any section of this Contract or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, shall not be affected and shall be enforceable to the fullest extent permitted by law.
32. In this Contract, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a Corporation.
33. The captions and headings contained in this Contract are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions hereof.
34. All Schedules attached to this Contract form an integral part of this Contract.
35. The Contractor acknowledges having received and read a copy of this Contract executed by the City at the time of signing said Contract.
36. No remedy conferred upon or reserved to the City is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.
37. Upon mutual agreement, the Contract in its entirety can be extended for an additional two years with an increase of the 2017 Contract price adjusted by a percentage increase equal to the percentage increase in British Columbia's annual average all-items Consumer Price Index (CPI), as published by Statistics Canada.

SIGNED, SEALED AND DELIVERED
by the **CITY OF ENDERBY** in the presence of

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Mayor

Administrator

SIGNED IN THE PRESENCE OF:

Witness

Contractor

GROUNDS MAINTENANCE CONTRACT

Schedule "A"

Operational Specifications

1. The Contractor shall in a good and workmanlike manner provide all aspects of gardens and grounds maintenance in areas listed in this Agreement in conformity with and to the standards set out in this Agreement.
2. The Contractor and his employees and agents shall at all times exercise tact and diplomacy and good public relations in the performance of duties outlined in this Agreement.
3. The Contractor shall perform requirements of Schedule "A" and "B" at times that will have the least amount of impact on pedestrians, park users, downtown merchants and customers. This may require some work to be carried out in early mornings or early evenings. The Contractor shall also take into consideration the applicable by-laws including the Good Neighbour Bylaw when performing the duties of this contract.
4. The Contractor shall supply and maintain in good working condition, at his sole cost, all vehicles, equipment and tools necessary to carry out the obligations of this Agreement.
5. The Contractor shall supply, at his sole expense, all safety equipment and clothing for use of his employees and/or agents in the performance of their duties under this Agreement.
6. The Contractor shall ensure that all his employees and/or agents are trained in the safe use of all equipment and tools employed in the performance of their duties.
7. The Contractor shall at all times in the course of this Contract be responsible for the safety of his employees in the work and the service provided, and for the safety, adequacy, efficiency and sufficiency of his machinery, equipment apparatus and his method of completing the work and providing the service under this Contract.
8. The Contractor shall ensure that his employees and/or agents comply with regulations of the WorkSafeBC and other regulatory agencies.

9. The Contractor shall ensure proper warning lights are installed on all vehicles, equipment and machinery to adequately warn of his presence at all times.
10. The Contractor shall ensure that the contractor vehicle is properly identified with signage stating the name of the Contractor.
11. The Contractor shall ensure that proper vehicle and pedestrian traffic control is used.
12. The Contractor is to take note that there may be considerable variation in the total quantity of services required from season to season or events. At those times the Contractor shall adjust manpower and schedules accordingly.
13. Damage to any City properties or private properties by the Contractor, his employees or agents will be the responsibility of the Contractor.
14. The Contractor will perform any reasonable duties requested by the City of Enderby Chief Administrative Officer (CAO) or designate in a reasonable time, subject to the other provisions of this contract.
15. The Contractor shall provide weekly updates to the CAO or designate of the City of Enderby.
16. The Contractor shall provide recommendations to the CAO for weed control, fertilizing, tree pruning and any other related grounds maintenance service (not including gardens) that may require the services of a contractor other than the Contractor. The Contractor shall arrange for and manage these services upon direction of the CAO or designate. Weed control and fertilizing are part of the regular gardens component of the contract as described in Schedule B.
19. The Contractor shall conform to the City of Enderby watering regulations.
20. The Contractor shall document and report to the CAO any acts of vandalism to City property.
21. The Contractor shall coordinate and cooperate with businesses and organizations who receive express written permission from the City of Enderby for the care and maintenance of a particular City-owned bed or planter in order to ensure reasonable design consistency and standard of care. Departures from the standard shall be reported to the CAO.

GARDENS AND GROUNDS MAINTENANCE CONTRACT

Schedule "B"

Sites and Locations and Duties

General Duties

The Contractor shall perform gardens and grounds maintenance services at the following sites and locations within the City of Enderby:

- City Hall gardens
- City-owned parking lots beds and grounds (north side of Russell Avenue, behind City Hall, and east side of Maud Street)
- City entrance signs
- City of Enderby Water Treatment Plant Grounds
- Cliff Avenue, Belvedere Street, George Street planters and beds
- Drill Hall beds and planters
- City of Enderby Fire Department grounds and beds
- Belvedere Park beds and grounds, including those surrounding the Visitor Centre
- Grounds and beds northwest of Sutherland's Bakery
- Library breezeway
- Cenotaph Park. Additionally, Cenotaph Park grounds are to be done no more than three days prior to Remembrance Day.
- Pioneer Place walkthrough
- Planters (approx. 80) located at various locations throughout city
- Jim Watt Heritage Riverwalk, including southern garden and stairwell garden adjacent to campground
- Salmon Arm Drive walking path
- Highway pullout at North end of City (within Area F).
- Norleen Lane Trail

Specific Duties

1. Notwithstanding the above general duties, the following duties shall be carried out in a timely manner as required:

- Pick up and dispose of garbage and litter daily
- Empty public garbage containers daily
- Sweep and clean Cliff Avenue and Belvedere Street sidewalks within the commercial section – wash when required
- Sweep and clean entrance to City Hall – wash when required
- Weed control between the decorative sidewalk bricks along Cliff Avenue as needed
- Report and remove any vandalism from City Hall

- Prune branches impeding or obscuring pedestrian traffic on Riverwalk and other walkways
- Ensure benches and picnic tables are kept clean along Riverwalk
- Cut and water grass. Grass is to be cut on a weekly basis, subject to weather conditions. Grass clippings are to be picked up immediately after cutting.
- Weed-eat road shoulders on George Street
- Weed-eat road shoulder and walking path on Salmon Arm Drive
- Weed-eat Norleen Lane trail
- Arrange fertilizing and pest control in conjunction with City Hall
- Plant, water, weed, and deadhead flower beds / planters (replace over mature perennials and damaged or dead flowers when necessary)
- Water trees and shrubs as needed
- Remove unauthorized signage from poles along George Street

2. Notwithstanding the above duties, the following duties shall be carried out in the Spring:

- Provide recommendations, including costs, to the CAO of the City of Enderby for the purchase of flowers, plants and shrubs and other related materials. The initial purchase will be based on a budget to be determined by a Council Committee. The payment for the purchase will be negotiated within the budget amount and will be paid in addition to the contract amounts stated in section 7 of the Contract. Costs for flower replacement due to poor care will be at the responsibility of the Contractor.
- Arrange to have water turned on
- General spring clean up
- Prepare beds/planters for planting
- Identify any damaged planters for repair or replacement by Public Works
- Soil replacement or amendment.

3. Notwithstanding the above duties, the following duties shall be carried out in the Fall:

- Rake leaves
- Arrange to have water system winterized
- General fall clean up
- Prepare beds/planters for winter/spring
- Clean-up and mow lawns at Cenotaph Park no more than three days before Remembrance Day.

All garbage/grass clippings/leaves, etc. are to be disposed of at the City of Enderby Public Works yard.

Performance Objectives

The City has set the following performance objectives for the contract:

- its floral focal areas are bright, attractive, and highly visible;
- flora is consistent in design and selected with consideration given to the soil, shade, and moisture conditions;
- flora in planters should consider cascading, blooming foliage in order to soften exteriors;
- inconsistent design of perennials in beds is rectified through replacement or transplantation;
- beds are strategically designed to provide textural interest and colour drama from the early spring until mid-autumn;
- overmature perennials are replaced;
- soil is being replaced or amended as needed;
- during planting, young plants are given adequate water, fertilizer, and organic material to promote health and aesthetics;
- fertilizer is being applied as needed and in accordance with the particular health and aesthetic requirements of the flora at any given location;
- weeding, deadheading, thinning, and mulching are occurring on a regular basis;
- pruning is occurring regularly and in accordance with the particular health and aesthetic requirements of a given shrub, bush, or tree;
- debris and garbage is being removed from beds, planters, and areas of dense foliage on a regular basis;
- potential efficiencies are identified and discussed with the Chief Administrative Officer, particularly as this relates to reducing the costs associated with low-visibility flora locations, such as by substituting drought-resistant perennials with colourful foliage; and
- identified problems are observed and rectified immediately.