

REGULAR MEETING OF COUNCIL

AGENDA

DATE: Tuesday, September 5, 2017
TIME: 4:30 p.m.
LOCATION: Council Chambers, Enderby City Hall

1. APPROVAL OF AGENDA

2. ADOPTION OF MINUTES

[Regular Meeting Minutes of August 14, 2017](#)

pg 3-5

3. PUBLIC AND STATUTORY HEARINGS

[Zoning Bylaw No. 1550, 2014 Amendment Bylaw No. 1636, 2017](#)

[Vetter Place Road Closure and Removal of Dedication](#)

4. PETITIONS AND DELEGATIONS

5. BYLAWS – 3rd Reading

[Zoning Bylaw No. 1550, 2014 Amendment Bylaw No. 1636, 2017](#)

pg 6-15

A bylaw to amend Zoning Bylaw 1550, 2014 with policy for detached suites, short-term vacation rentals, marihuana-related businesses, and minor housekeeping items

BYLAWS – Adoption

[Vetter Place Road Closure and Removal of Dedication Bylaw No. 1637, 2017](#)

pg 16-21

A bylaw to authorize closure and removal of the dedication as highway on part of Undeveloped road commonly known as Vetter Place

BYLAWS – 3 Readings

[Intermunicipal Fire Training Centre Service Bylaw No. 1512, 2012 Amendment Bylaw No. 1638, 2017](#)

pg 22-140

[Streets and Traffic Bylaw No. 1471, 2010 Amendment Bylaw No. 1639, 2017](#)

pg 141-146

A bylaw to amend Streets and Traffic Bylaw No. 1471, 2010

[Stormwater Protection and Drainage Regulation Bylaw No. 1640, 2017](#)

pg 147-157

A bylaw to protect stormwater and regulate drainage

6. DEVELOPMENT MATTERS

[013-17-DVP-END](#)

pg 158-171

Lot 11, Block 12, DL 150, K(formerly O)DYD, Plan 211A – 513 Hubert Ave
Applicant: Tybren Holdings Ltd & Brew Crew Investments Inc C/o Ocana
Construction Ltd.

7. BUSINESS ARISING FROM THE MINUTES AND/OR UNFINISHED BUSINESS

8. REPORTS

Mayor and Council

[June 2017 Financial Report](#) – Memo from Chief Financial Officer dated
Aug 10, 2017

pg 172-177

9. NEW BUSINESS

a. [Appointment of Barry Gagnon as Signatory for Banking](#) – Memo from
Chief Financial Officer dated August 11, 2017

pg 178

b. [2018 Permissive Tax Exemptions](#) – Memo from Chief Financial Officer
dated August 16, 2017

pg 179-181

c. [Rural Economic Development Program Consensus Matrix](#) – Memo from
Planner and Deputy Corporate Officer dated August 23, 2017

pg 182-198

d. [UBCM – Correspondence dated August 25, 2017](#)

pg 199-200

Re: Strategic Wildfire Prevention Initiative – Approval of Community
Wildfire Protection Plan/Update Application

10. PUBLIC QUESTION PERIOD

11. CLOSED MEETING RESOLUTION

Closed to the public, pursuant to Section 90 (2) (b) of the *Community Charter*

12. ADJOURNMENT

THE CORPORATION OF THE CITY OF ENDERBY

Minutes of a **Regular Meeting** of Council held on Monday, August 14, 2017 at 4:30 p.m. in the Council Chambers of City Hall

Present: Mayor Greg McCune
Councillor Tundra Baird
Councillor Brad Case
Councillor Roxanne Davyduke
Councillor Raquel Knust
Councillor Brian Schreiner
Councillor Shawn Shishido

Chief Administrative Officer – Tate Bengtson
Chief Financial Officer – Jennifer Bellamy
Planner and Assistant Corporate Officer – Kurt Inglis
The Press and Public

APPROVAL OF AGENDA

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

Carried

ADOPTION OF MINUTES

Regular Meeting Minutes of July 17, 2017

Special Meeting Minutes of August 8, 2017

Moved by Councillor Case, seconded by Councillor Knust that the minutes of the regular meeting of July 17, 2017 and the Special meeting of August 8, 2017 be adopted as circulated.

Carried

BYLAWS – 1st and 2nd Reading

Zoning Bylaw 1550, 2014 Amendment Bylaw No. 1636, 2017

Moved by Councillor Case, seconded by Councillor Baird that Council give first and second reading to Zoning Bylaw No. 1550, 2014 Amendment Bylaw No. 1636, 2017 and forward it to a Public Hearing.

Carried

The Chief Administrative Officer explained an additional amendment, not discussed at the previous meeting, whereby the general provisions against nuisance which have always applied to industrial-zoned lands are proposed to apply in all zones.

REPORTS

RCMP Q2 Policing Report

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

RCMP Q2 Victims Assistance Report

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

Disclosure of Contracts – Council

Moved by Councillor Knust, seconded by Councillor Case that the report be received and filed.
Carried

Building Permit Detail Report – July 2017

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

Mayor McCune

UBCM appointments with Ministries should include the following:

- Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRO) regarding Conservation Officers
- Ministry of Transportation and Infrastructure – Hwy 97A re-alignment
- Applicable Ministry re: Ride-sharing
- Applicable Ministry re: Food Bank

Staff will touch base with Sicamous regarding meeting for Community Forest.

Chief Administrative Officer

General Contractor plans to start construction on Salmon Arm Drive on August 21st.

NEW BUSINESS

Enderby Friday Night Lights – Temporary Road Closure Application – Memo from Planner and Deputy Corporate Officer dated July 26, 2017

Moved by Councillor Schreiner, seconded by Councillor Baird that the memorandum be received and filed.

Carried

Consent for UBCO Connector Transit Service Establishment Amendment – Memo from Chief Administrative Officer dated July 28, 2017

Moved by Councillor Schreiner, seconded by Councillor Shishido that, pursuant to the provisions of Section 346 of the *Local Government Act*, Council does hereby consent, on behalf of the electors of the City of Enderby, to the Board of the Regional District of North Okanagan

adopting University of British Columbia – Okanagan Connector (UBCO) Transit Service Amendment Bylaw No. 2752, 2017.

Carried

Events Serving Liquor at the Enderby Lions Gazebo – Memo from Planner and Deputy Corporate Officer dated July 31, 2017

Moved by Councillor Knust, seconded by Councillor Schreiner that Council approve Marilyn Hareuther's request to serve alcohol, including spirits, at the Enderby Lions Gazebo until 1:00 am on August 26, 2017;

AND THAT Council directs Staff to relax enforcement of the noise provisions of the City's bylaws until 1:00 am on August 26, 2017, and advise Ms. Hareuther that noise must be kept to a reasonable level and, notwithstanding any bylaw, may still be subject to RCMP enforcement;

AND THAT Council approve Sheila Rozenberg's request to serve alcohol, including spirits, at the Enderby Lions Gazebo until 1:00 am on September 2, 2017;

AND THAT Council directs Staff to relax enforcement of the noise provisions of the City's bylaws until 1:00 am on September 2, 2017, and advise Ms. Rozenberg that noise must be kept to a reasonable level and, notwithstanding any bylaw, may still be subject to RCMP enforcement.

Carried

PUBLIC QUESTION PERIOD

None.

ADJOURNMENT

Moved by Councillor Shishido, seconded by Councillor Schreiner that the regular meeting adjourn at 4:50 p.m.

Carried

MAYOR

CHIEF ADMINISTRATIVE OFFICER

THE CORPORATION OF THE CITY OF ENDERBY

BYLAW NO. 1636

A BYLAW TO AMEND THE CITY OF ENDERBY ZONING BYLAW NO. 1550, 2014 AND
AMENDMENTS THERETO

WHEREAS pursuant to Section 479 of the *Local Government Act*, Council of the City of Enderby may, by bylaw, divide the whole or part of the City of Enderby into zones, name each zone, establish boundaries for the zones and regulate uses within those zones;

AND WHEREAS Council has created zones, named each zone, established boundaries for those zones and regulated uses within those zones by Bylaw No. 1550, cited as "The Corporation of the City of Enderby Zoning Bylaw No. 1550, 2014";

WHEREAS Council of the City of Enderby has determined to make an amendment to "The Corporation of the City of Enderby Zoning Bylaw No. 1550, 2014";

NOW THEREFORE Council of the City of Enderby, in open meeting assembled, enacts as follows:

CITATION

1. This bylaw may be cited as the "City of Enderby Zoning Bylaw No. 1550, 2014 Amendment Bylaw No. 1636, 2017".

AMENDMENTS

2. Amend Division Two - Interpretation of Schedule "A" of Zoning Bylaw No. 1550, 2014 by adding the definition of 'Marihuana-Related Business', 'Detached Secondary Suite', and 'Short-Term Vacation Rental' as follows:

MARIHUANA-RELATED BUSINESS means a business, not-for-profit, charity, cooperative, shared economy venture, or other entity which uses a premises for the consumption, display, storage, sale, trade or other exchange of marihuana or marihuana-containing products, including but not limited to dispensaries and compassion clubs.

DETACHED SECONDARY SUITE means a dwelling unit with a maximum floor area of 90 square meters (968.8 square feet) that is contained within a building which is accessory to a single family dwelling, and shall not include a mobile home, travel trailer, recreational vehicle, or a storage container, but specifically includes manufactured homes.

SHORT-TERM VACATION RENTAL means the rental of a dwelling unit to tourists or the vacationing public, provided that the provision of such accommodation does not constitute a tenancy pursuant to the Residential Tenancy Act.

3. Amend Division Two - Interpretation of Schedule "A" of Zoning Bylaw No. 1550, 2014 by replacing the definition of 'Secondary Suite' with the following:

ATTACHED SECONDARY SUITE means a self-contained, accessory dwelling unit located within a single family dwelling. A secondary suite has its own separate cooking, sleeping and bathing facilities. It has direct access to outside without passing through any part of the principal unit.

4. Amend Schedule "A" of Zoning Bylaw No. 1550, 2014 by replacing all references to 'Secondary Suite' with 'Attached Secondary Suite'.
5. Amend Division Three - General Regulations of Schedule "A" of Zoning Bylaw No. 1550, 2014 by adding Section 307.3.g and 307.3.h as follows:

The following uses shall be prohibited in all zones:

- g. Short-Term Vacation Rentals.
 - h. Nothing shall be done which is or will become an annoyance or nuisance to the surrounding areas by reason of unsightliness, the emission of odours, liquid effluence, dust, fumes, smoke, vibration, noise or glare; nor shall anything be done which creates or causes a health, fire, explosion or other hazard, electrical interference, or undue traffic congestion.
6. Amend Division Three - General Regulations of Schedule "A" of Zoning Bylaw No. 1550, 2014 by replacing the title of Section 308.4 as follows:

Accessory Residential Buildings and Structures in Residential Zones (Not including Detached Secondary Suites)

7. Amend Division Three - General Regulations of Schedule "A" of Zoning Bylaw No. 1550, 2014 by adding Section 316 as follows:

316 Marihuana-Related Businesses

1. For the purposes of this bylaw, any business, not-for-profit, charity, cooperative, shared economy venture, or other entity which uses a premises for the consumption, display, storage, sale, trade or other exchange of marihuana or marihuana-containing products shall be considered a Marihuana-Related Business.
2. In order to be permitted, a Marihuana-Related Business must demonstrate that the proposed use is lawful under all applicable Provincial and Federal statutes and regulations.
3. A Marihuana-Related Business must obtain a municipal Business License before any operation may begin.
4. No Marihuana-Related Business shall be located within 100 meters of any residential zone, daycare facility, preschool, playground, community centre, school, public park, civic or religious institution or any use catering to individuals under the age of 18.

8. Amend Division Three - General Regulations of Schedule "A" of Zoning Bylaw No. 1550, 2014 by adding Section 317 as follows:

317 Detached Secondary Suites

1. A detached secondary suite shall:
 - i. be constructed to meet the requirements of the BC Building Code;
 - ii. be located entirely to the rear of a principal single family dwelling;
 - iii. be sited equal to or farther from the side lot line than the principal single family dwelling;
 - iv. be accessible by a cleared and constructed pathway from the off-street parking stall(s) to the entrance to the suite;
 - v. have sufficient access and be appropriately serviced;
 - vi. be enclosed on all sides not facing directly upon the principal single family dwelling via solid fencing no greater than 2 m (6.562 feet) in height;
 - vii. have a floor area not to exceed 75% of the floor area of the principal single family dwelling; and
 - viii. only be permitted when at least one (1) of the registered owners of the property resides within the primary single family dwelling.
 2. In accordance with Schedule "B" of this Bylaw, one (1) off-street parking space must be provided for each detached secondary suite.
 3. No accessory building or structure shall be used as a dwelling unit except for an approved detached secondary suite.
 4. Subdivision or stratification of a detached secondary suite is not permitted.
9. Amend Division Four - Commercial Zones (C.1) of Schedule "A" of Zoning Bylaw No. 1550, 2014 by adding 'Marihuana-Related Business subject to the provisions of Section 316' as a permitted use under Section 401.1.
10. Amend Division Four - Commercial Zones (C.1) of Schedule "A" of Zoning Bylaw No. 1550, 2014 by replacing Section 401.8 as follows:

8. Off-Street Loading:

Off-street loading shall be provided and maintained in accordance with Schedule "C" of this Bylaw except that no off-street loading shall be required for properties with lane access that are located within the area designated as Downtown Designated Parking Area on Schedule "H" which is attached to and forms part of this Bylaw.

11. Amend Division Four - Commercial Zones (C.2) of Schedule "A" of Zoning Bylaw No. 1550, 2014 by adding 'Marihuana-Related Business subject to the provisions of Section 316' as a permitted use under Section 402.1.
12. Amend Division Four - Commercial Zones (C.4) of Schedule "A" of Zoning Bylaw No. 1550, 2014 by adding 'Marihuana-Related Business subject to the provisions of Section 316' as a permitted use under Section 403.1.
13. Amend Division Five - Industrial Zones (I.1) of Schedule "A" of Zoning Bylaw No. 1550, 2014 by adding 'Marihuana-Related Business subject to the provisions of Section 316' as a permitted use under Section 501.1.
14. Amend Division Five - Industrial Zones (I.2) of Schedule "A" of Zoning Bylaw No. 1550, 2014 by adding 'Marihuana-Related Business subject to the provisions of Section 316' as a permitted use under Section 502.1.
15. Amend Schedule "A" of Zoning Bylaw No. 1550, 2014 by adding Division Six - Residential Zones (R.1-B), following Division Six - Residential Zones (R.1-A), as follows:

602.a Residential Single Family with Detached Suite Zone (R.1-B)

1. Permitted Uses of Land, Buildings, and Structures:

The following uses and no others shall be permitted in the Residential Single Family Zone (R.1-B):

- a. Accessory residential
- c. Single family dwellings
- d. Attached secondary suites subject to the provisions of Section 602.a.12.a.
- e. Detached secondary suites subject to the provisions of Section 317
- f. Civic and public service use

2. Accessory Residential Buildings:

The siting, size, and dimensions of accessory residential buildings (not including detached secondary suites) and structures shall be in accordance with Section 308.4 of this Bylaw.

3. Maximum Number of Suites:

The number of suites allowed per lot shall be not more than:

- a. One (1) attached secondary suite; or
- b. One (1) detached secondary suite.

4. Buildings Per Lot:

The number of buildings allowed per lot shall be not more than:

- a. one (1) single family dwelling; and
- b. two (2) accessory residential buildings; or
- c. one (1) accessory residential building and one (1) detached secondary suite.

5. Floor Area:

- a. The floor area for a single family dwelling shall be not less than 60 m² (645.8 square feet).

- b. The floor area for a detached secondary suite shall be not greater 90 m² (968.8 square feet) and not less than 36 m² (387.5 square feet).
- c. The floor area for an attached secondary suite shall not be less than 36 m² (387.5 square feet).

6. Height of Buildings and Structures:

- a. The height of single family dwellings shall not exceed the lesser of 9 m (29.53 feet) or two (2) storeys except where the average natural slope of the lot exceeds five percent (5%), in which case the height of residential dwellings on the downhill side of a road shall not exceed a height of 7 m (22.97 feet) above the centre line of the road immediately adjacent to the center of the front of the residence and residential dwellings located on the uphill side of the road shall not exceed a height of 7 m (22.97 feet) above the midpoint of the rear property line on which the residence is located. The average natural slope of the lot shall be measured from the lowest point on the lot to the uppermost point on the lot.
- b. The height of detached secondary suites shall not exceed 4.5 m (14.76 feet).

7. Lot Area:

Each lot shall have an area of not less than:

- a. 560 m² if there is lane access or second street frontage; or
- b. 650 m² if there is not lane access or second street frontage.

8. Lot Coverage:

- a. Maximum lot coverage shall be not greater than fifty percent (50%) of the lot area for all buildings and structures and together with driveways and parking areas shall not exceed sixty percent (60%).
- b. The maximum combined lot coverage for all accessory buildings and structures, including detached secondary suites, shall not exceed 16%.
- c. The maximum combined area of all accessory buildings/structures and detached secondary suites (e.g. footprint size) shall not exceed 90 m² (968.8 feet).

9. Lot Frontage:

Subject to the provisions of Section 1101.1.a., b., and c. of this Bylaw, each lot shall have a minimum lot frontage of:

- a. 15 m (16.40 feet) if there is lane access or second street frontage;
or
- b. 18 m (59.06 feet) if there is not lane access or second street frontage.

10. Off-Street Parking:

Off-street parking shall be provided and maintained in accordance with the provisions of Schedule "B" of this Bylaw and the number of parking spaces required to be provided on a lot or lots, shall be determined by the use or uses being carried on such lot or lots from time to time.

11. Setbacks: [Subject to the special building line setback provisions of Section 308.5 of this Bylaw]

a. Exterior Side Yard:

An exterior side yard free of all buildings and structures shall be provided with a depth of not less than 5 m (16.40 feet) where applicable.

b. Front Yard:

A front yard free of buildings and structures shall be provided with a depth of not less than 6 m (19.68 feet), except that the front yard may be reduced to 4.5 m (14.76 feet) for single family dwellings on lots exceeding twenty percent (20%) average natural slope determined from the uppermost point on the lot to the lowest point on the lot.

c. Other Buildings:

Buildings shall not be sited within 3 m (9.842 feet) of any other building.

d. Rear Yard:

- i. A rear yard free of buildings and structures shall be provided with a depth of not less than 6 m (19.68 feet) for single family dwellings except that the rear yard may be reduced to 4.5 m (14.76 feet) for single family dwellings on lots exceeding twenty percent (20%) average natural slope determined from the uppermost point on the lot to the lowest point on the lot.

- ii. A rear yard free of buildings and structures shall be provided with a depth of not less than 3 m (9.84 feet) for detached secondary suites.

e. Side Yards:

- i. Side yards free of buildings and structures shall be provided with a width of not less than 1.2 m (3.94 feet) for single family dwellings.
- ii. Side yards free of buildings and structures shall be provided with a width of not less than 2 m (6.56 feet) for detached secondary suites.

f. Water Bodies:

Flood Construction Levels and Floodplain Setbacks of building and structures and Riparian Assessment Area setbacks for all development must conform with the provisions of Schedule "G" of this bylaw.

12. Other Requirements:

a. All attached secondary suites must comply with the following:

- i. Attached secondary suites are to be located only in a single family dwelling; and
- ii. No more than one attached secondary suite shall be permitted within a single family dwelling; and
- iii. The maximum floor area of an attached secondary suite shall not exceed the lesser of 90 m² or 40% of the habitable floor area of the single family dwelling. The minimum floor area of an attached secondary suite shall not be less than 36 m² (387.5 square feet); and
- iv. No portion of a building may be used as an attached secondary suite unless at least one (1) of the registered owners of the building resides within the building; and
- v. One (1) off-street parking space must be provided for each attached secondary suite; and
- vi. Attached secondary suites must comply with all relevant City Bylaws, and the BC Building Code; and
- vii. Attached secondary suites must be located in a building and on property which is a single family real estate entity. No strata titling will be permitted.

- b. Refer to Section 317 for the General Regulations related to detached secondary suites.
- 16. Amend Division Nine - Off-Street Parking of Schedule "B" of Zoning Bylaw No. 1550, 2014 to update Section 901.3 to include a requirement for 'Attached Secondary Suites' and 'Detached Secondary Suites' to provide a minimum of one (1) off-street parking space.
- 17. Amend Division Nine - Off-Street Parking of Schedule "B" of Zoning Bylaw No. 1550, 2014 to replace Section 901.5 as follows:

5. Existing Buildings and Structures and Changes in Land Use in the "Downtown Designated Parking Area":

Notwithstanding any other provisions of this bylaw, the regulations contained in this section shall not apply to buildings and structures existing on the effective date of this bylaw that are located in the "Downtown Designated Parking Area" designated on Schedule "A" attached to and forming part of the "Corporation of the City of Enderby Zoning Bylaw No. 966, 1987", or to any change in the use of those buildings or structures except that:

- a. Off-street parking shall be provided and maintained in accordance with this section where the total floor area is increased in excess of ten percent (10%) over the existing floor area, or where residential density is increased, in which case the amount of additional parking spaces required shall be calculated on the basis of:
 - i. the increase in the size of the existing structure exceeding ten percent; and
 - ii. the use of the addition; or
 - iii. the increase in residential density.
- b. Off-street parking existing on the effective date of this Bylaw shall not be reduced below the applicable off-street parking requirements of this section.

READ a FIRST time this 14th day of August, 2017.

READ a SECOND time this 14th day of August, 2017.

Advertised on the 24th day of August, 2017 and the 31st day of August, 2017, and a

Public Hearing held pursuant to the provisions of Section 464 of the Local Government Act on the day of , 2017.

READ a THIRD time this day of , 2017.

APPROVED pursuant to Section 52(3)(a) of the Transportation Act this day of , 2017.

Senior District Development Technician
Ministry of Transportation

ADOPTED this day of , 2017.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Agenda

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner and Deputy Corporate Officer
Date: August 24, 2017
Subject: Vetter Place Road Closure and Removal of Dedication Bylaw No. 1637, 2017 - Adoption

RECOMMENDATION

THAT Council adopts the Vetter Place Road Closure and Removal of Dedication Bylaw No. 1637, 2017;

AND THAT subject to adoption of the Vetter Place Road Closure and Removal of Dedication Bylaw No. 1637, 2017, and consideration of input from public representations, Council authorizes the intended sale of the property (99.8 m²) that was formerly that portion of Vetter Place closed under Bylaw No. 1637, 2017, to the Owner of the property legally described as Lot 6, Section 26, Township 18, Range 9, W6M, KDYD, Plan KAP88729 for \$1.00, for the purposes of consolidation with the legally described property;

AND THAT the Mayor and Corporate Officer be authorized to execute the necessary agreements and documents on behalf of the City;

AND FURTHER THAT pursuant to the Resumption of Highways Regulation, B.C. Reg. 245/2004, the Corporate Officer be authorized to file a certificate in the Land Title Office in order to effect a discharge of the Province's right of resumption for the portion of Vetter Place to be closed under Bylaw No. 1637, 2017.

BACKGROUND

The owner of 170 Vetter Place has requested to acquire the 3 metre wide portion of dedicated road directly south of their property for the purposes of consolidating it with their lot. This would help the property owner with grading challenges associated with their property.

Given that this dedication was intended for walkway purposes for which there is no confirmed viable alignment (it is effectively a "walkway to nowhere"), coupled with the fact that the topography in the area is extremely steep for a walkway and such a walkway would be redundant given other nearby infrastructure which already provides connectivity to Johnston Park and the Knoll, Staff recommended that Council proceeded with closing this portion of road and removing its road dedication in order to facilitate a consolidation with the adjacent property. At a Special Meeting of August 8, 2017, Council gave three readings to Vetter Place Road Closure and Removal of Dedication Bylaw No. 1637, 2017 and referred the Bylaw to the Ministry of Transportation and Infrastructure and utility companies. The Ministry of Transportation and Infrastructure endorsed the Bylaw and BC Hydro advised that they have

no objection to the proposed road closure. No other comments were received in response to the referral.

Lastly, ads were placed in the August 17th and 24th, 2017 issues of the Okanagan Advertiser in order to advise the public of:

- The City's intention to close and cancel the dedication as highway of the portion of Vetter Place;
- The City's intention to dispose of the closed portion of Vetter Place for \$1.00 to the owner of the property legally described as Lot 6, Section 26, Township 18, Range 9, W6M, KDYD, Plan KAP88729 for the purposes of consolidation; and
- The opportunity for persons who feel affected by the Vetter Place Road Closure and Removal of Dedication Bylaw No. 1637, 2017 to make representation to Council at its Regular Meeting of September 5, 2017.

Respectfully Submitted,



Kurt Inglis

Planner and Deputy Corporate Officer

THE CORPORATION OF THE CITY OF ENDERBY

BYLAW NO. 1637

A BYLAW TO AUTHORIZE CLOSURE AND REMOVAL OF THE DEDICATION AS HIGHWAY
ON PART OF UNDEVELOPED ROAD COMMONLY KNOWN AS VETTER PLACE

WHEREAS Section 35(1)(a) of the *Community Charter* provides that the soil and freehold of every highway in a municipality is vested in the municipality;

AND WHEREAS Section 40(1)(a) and 2(b) of the *Community Charter* provides that Council may, by bylaw, close all or part of a road right of way, and remove the dedication of a highway;

AND WHEREAS the City of Enderby wishes to close and cancel the dedication of a portion of highway commonly known as Vetter Place, as shown and described as a "Closed Road" and outlined in bold on Explanatory Plan EPP74934 accompanying this bylaw, certified by Joseph Charles Johnson, BCLS and completed on the 31 day of July, 2017 (hereinafter referred to as the "Plan"), a copy of which is attached hereto as Schedule "A";

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

Citation

1. This bylaw may be cited as the "Vetter Place Road Closure and Removal of Dedication Bylaw No. 1637, 2017".

General

2. That the portion of highway dedicated by Plan KAP88729 and identified as "Closed Road" on Explanatory Plan EPP74934, which is attached hereto as Schedule "A" and forms part of this bylaw, is hereby stopped up and closed to traffic.
3. The highway dedication of Vetter Place referred to in Section 2 is hereby removed.
4. The Mayor and Corporate Officer are hereby authorized to execute and deliver such transfers, deeds of land, plans and other documents as are necessary or desirable to effect the aforesaid closure and removal of highway dedication.

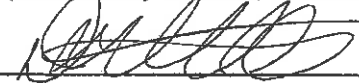
READ a FIRST time this 8th day of August, 2017.

READ a SECOND time this 8th day of August, 2017.

READ a THIRD time this 8th day of August, 2017.

Public Notice of permanent road closure, removal of highway dedication, and land disposal was advertised on the ____ day of ____, and the ____ day of ____,

RECEIVED APPROVAL OF THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE
this 14 day of August, 2017 .
(Community Charter, Section 41(3))

 D. Lanténhammer

District Development Technician
Ministry of Transportation and Infrastructure

ADOPTED this day of ,

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Explanatory Plan to Accompany

City of Enderby Road Closure Bylaw Number 1637
of a Portion of Road, Sec 26, Tp 18, R 9,
W6M, KDYD, Plan KAP88729

Pursuant to Section 120 of the Land Title Act and
Section 40 of the Community Charter.

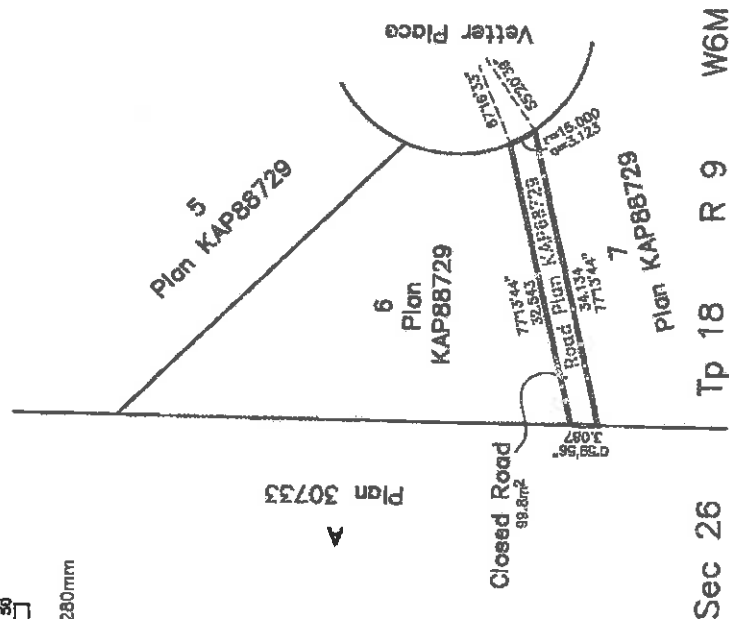
BCGS 82L055



All distances are in metres.

The intended plot size of this plan is 432mm in width by 280mm
in height (B size) when plotted at a scale of 1:500

PLAN EPP74934



This plan lies within the Regional District
of North Okanagan

This plan is based on the following
Land Title and Survey Authority
of BC records:

Plan KAP88729

Joseph Charles Johnson, BCLS (604)
July 31, 2017

BROWNE JOHNSON LAND SURVEYORS
B.C. AND CANADA LANDS
SALMON ARM, B.C. 280-832-9701
File: 384-17

Sec 26 Tp 18 R 9 W6M

**Certificate Pursuant to Resumption of Highways Regulation
B.C. Reg. 245/2004 as amended by B.C. Reg. 18/2005**

I, Tate Bengtson, Corporate Officer for the City of Enderby hereby certify that:

- a) the municipality has, by Bylaw No. 1637, 2017 under Section 40 of the *Community Charter*,
 - i. closed the highway or portion, and
 - ii. removed its dedication,
- b) the closed highway or portion is not adjacent to,
 - i. a park, recreational area or ecological reserve established under the *Park Act*, the *Ecological Reserve Act* or the *Protected Areas of British Columbia Act*, or
 - ii. an area to which an order under Section 7 (1) of the *Environmental and Land Use Act* applies, and
- c) the land is to be disposed of
 - i. in exchange for land necessary for the purpose of improving, widening, straightening, relocating or diverting a highway, or
 - ii. to one or more adjacent landowners for the purpose of consolidating it with the landowners' existing adjacent parcel or parcels of land.

Certified true this day of 2017

Tate Bengtson, Corporate Officer
City of Enderby

THE CORPORATION OF THE CITY OF ENDERBY

Agenda

MEMO

To: Mayor and Council
From: Tate Bengtson, CAO
Date: August 28, 2017
Subject: Intermunicipal Fire Training Centre Service Amendment Bylaw

RECOMMENDATION

THAT Council gives first, second, and third reading to Intermunicipal Fire Training Centre Service Bylaw No. 1512, 2012 Amendment Bylaw No. 1638, 2017;

AND THAT Council authorizes the Mayor and Chief Administrative Officer to execute the substituted Schedule "A" substantially as presented.

BACKGROUND

The City of Enderby has been a participant in the Intermunicipal Fire Training Centre service delivered by the City of Vernon since 2012, and had previously been part of a service involving the same facility when it was delivered by the Regional District of North Okanagan. The present term is for five years from the 2012 effective date. With the impending conclusion of the term, the service participants have been engaged through the Operations Committee and the Policy Board in a review of the Agreement.

The proposed amendment bylaw replaces the Agreement with a new version agreed upon by the Operations Committee and Policy Board.

A provision of the parent bylaw authorizing execution of the lease by the City of Enderby has also been deleted, as the City of Enderby was never party to the lease.

Attached to this memorandum is a "redline" version of the proposed new Agreement, which marks changes relative to the original. Most of the changes are of a housekeeping nature or otherwise reflect best practices developed over the term of the Agreement.

Of note are clarifications which are designed to:

- provide certainty with respect to Prime Contractor responsibilities;
- allow email consent for waiving advance notice of a meeting;
- express more clearly the roles and responsibilities of the Operations Committee and Policy Board;
- advance the date by which the annual financial plan will be submitted; and

- provide more opportunity to work towards negotiated consensus in the event of a dispute.

Staff support the proposed amendments to the Agreement.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer

THE CORPORATION OF THE CITY OF ENDERBY

BYLAW NO. 1638

A BYLAW TO AMEND THE INTERMUNICIPAL FIRE TRAINING CENTRE SERVICE BYLAW
NO. 1512, 2012

WHEREAS Council of the City of Enderby has adopted "Intermunicipal Fire Training Centre Service Bylaw No. 1512, 2012";

NOW THEREFORE Council of the City of Enderby, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as the "Intermunicipal Fire Training Centre Service Bylaw No. 1512, 2012 Amendment Bylaw No. 1638, 2017".
2. Section 7 of "Intermunicipal Fire Training Centre Service Bylaw No. 1512, 2012" is deleted and the remaining section(s) renumbered accordingly.
3. Schedule "A" of "Intermunicipal Fire Training Centre Service Bylaw No. 1512, 2012" is deleted and replaced by Schedule "A" and all schedules and appendices thereto, attached to and forming part of this bylaw, as executed by the parties to the agreement.

READ a FIRST time this ____ day of ____, 2017.

READ a SECOND time this ____ day of ____, 2017.

READ a THIRD time this ____ day of ____, 2017.

ADOPTED this ____ day of ____, 2017.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Schedule "A"

SCHEDULE A TO

INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

THIS AGREEMENT dated for reference the 1st day of January, 2018.

AMONG:

CITY OF VERNON, a municipal corporation incorporated under the *Local Government Act*, 3400 - 30th Street, Vernon, British Columbia, V1T 5E6

("Vernon")

AND:

DISTRICT OF COLDSTREAM, a municipal corporation incorporated under the *Local Government Act*, 9901 Kalamalka Road, Coldstream, British Columbia, V1B 1L6

("Coldstream")

AND:

VILLAGE OF LUMBY, a municipal corporation incorporated under the *Local Government Act*, Box 430, 1775 Glencaird Street, Lumby, British Columbia, V0E 2G0

("Lumby")

AND:

TOWNSHIP OF SPALLUMCHEEN, a municipal corporation incorporated under the *Local Government Act*, 4144 Spallumcheen Way, Spallumcheen, British Columbia, V0E 1B6

("Spallumcheen")

AND:

CITY OF ARMSTRONG, a municipal corporation incorporated under the *Local Government Act*, Box 40 Armstrong, British Columbia, V0E 1B0

("Armstrong")

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

AND:

CITY OF ENDERBY, a municipal corporation incorporated under the *Local Government Act*, Box 400, Enderby, British Columbia, V0E 1V0

("Enderby")

AND:

REGIONAL DISTRICT OF NORTH OKANAGAN, a regional district incorporated under the *Local Government Act*, 9848 Aberdeen Road, Coldstream, British Columbia, V1B 2K9

("RDNO")

GIVEN THAT:

- A. Section 14 of the *Community Charter* provides that two or more municipalities may establish an inter-municipal scheme in relation to one or more matters for which they have authority under the *Community Charter* or the *Local Government Act*;
- B. Section 263 of the *Local Government Act* provides that a regional district may by resolution or bylaw of its board of directors, enter into agreements with a public authority respecting activities, works or services within the powers of a party to the agreement, other than the exercise of regulatory authority, including agreements respecting the undertaking, provision and operation of activities, works and services;
- C. The Parties to this Agreement recognize the need for firefighting training and exercises to prepare and train firefighters to respond effectively and safely to a wide array of emergency incidents and so the Parties wish to share the costs of the fire training Services to realize economies of scale and to provide a well-equipped and well managed training operation;
- D. Each of the municipal Parties has enacted an Intermunicipal Fire Training Centre Services Bylaw under section 14 of the *Community Charter* and the RDNO has enacted an Intermunicipal Fire Training Centre Services Bylaw under section 263 of the *Local Government Act* to establish an intermunicipal scheme in relation to the Fire Training Centre Services defined in the Intermunicipal Fire Training Centre Services Bylaw;

THIS AGREEMENT WITNESSES that in consideration of their mutual covenants and agreements, and the payment by each Party of ten (\$10.00) dollars to each of the other Parties, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties covenant each with the others as follows:

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

PART 1 DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement,

- (a) "Account" means the Services Account established under Section 6.1;
- (b) "Assets" means all property and assets, present and future, of every nature whatsoever whether real or personal, corporeal or incorporeal, owned or rented by the Parties or possessed or rented on behalf of the Parties, in each case for the purposes of the Services as listed on an inventory by the Committee, whether in the name of any of the Parties or the Services, subject to sections 2.6 and 2.7 and shall include all of those assets detailed in Appendix "C";
- (c) "Available Cash" means the amount by which cash on hand or on deposit with banks and other financial institutions, and the realizable value of short-term investments not otherwise pledged or required to be maintained as collateral or otherwise committed for the purpose of the Services, any of which is held by or on behalf of the Services, exceeds all unpaid cheques issued on and every overdraft in an Account;
- (d) "Board" means the FTC Policy Board established under section 4.12;
- (e) "Borrowing" means indebtedness, liabilities and obligations incurred on account of funds borrowed by or on behalf of the Parties for the Services;
- (f) "Business Day" means any day except Saturdays, Sundays and statutory holidays in effect in British Columbia;
- (g) "Bylaw" means the Intermunicipal Service and Regulation Bylaws adopted by each of the Parties under section 14 of the *Community Charter* as follows:
 - (i) Intermunicipal Fire Training Centre Services Bylaw No. 5395 adopted by the Council of the City of Vernon on November 26, 2012;
 - (ii) Intermunicipal Fire Training Centre Services Bylaw No. 1620, adopted by the Council of the District of Coldstream on November 26, 2012;
 - (iii) Intermunicipal Fire Training Centre Services Bylaw No. 741, adopted by the Council of the Village of Lumby on November 19, 2012;

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

- (iv) Intermunicipal Fire Training Centre Services Bylaw No. 1832, adopted by the Council of the Township of Spallumcheen on December 3, 2012;
 - (v) Intermunicipal Fire Training Centre Services Bylaw No. 1727, adopted by the Council of the City of Armstrong on November 13, 2012;
 - (vi) Intermunicipal Fire Training Centre Services Bylaw No. 1512, adopted by the Council of the City of Enderby on December 3, 2012; and
 - (vii) Intermunicipal Fire Training Centre Services Bylaw No. 2557, adopted by the Board of the Regional District of North Okanagan on January 2, 2013.
-
- (h) "CAO" means the person with the title of Chief Administrative Officer or acting in that capacity employed by each Party and shall also include the RDNO General Manager of Electoral Area Services;
 - (i) "Capital Costs" means expenditures incurred or accrued by or on behalf of the Services for the account and benefit of the Parties for or in connection with the acquisition or construction of fixed or capital assets which are required to be recorded as increases in fixed or capital assets in accordance with GAAP and includes such costs incurred or accruing during the Term of this Agreement;
 - (j) "Capital Financial Plan" has the meaning given to it in section 7.6;
 - (k) "Committee" means the FTC Operations Committee established under section 4.1;
 - (l) "*Community Charter*" means the *Community Charter*, SBC 2003, c 26, as amended or re-enacted from time to time;
 - (m) "Costs" means the Operating and Maintenance Costs and the Capital Costs as apportioned in Appendix "B" and referred to in section 6.5;
 - (n) "Event of Default" means one of the events described in section 11.1;
 - (o) "Financial Plan" means the Operating and Maintenance Financial Plan and Capital Financial Plan;
 - (p) "Fire Chiefs" means the chiefs of each Party's Fire Department;

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

- (q) "Fire Department" means an organization providing rescue, fire suppression, and related activities;
- (q) "Force Majeure" means an act of God, act of Canada's enemies, sabotage, war, blockades, insurrections, riots, epidemics, lighting, earthquakes, floods, storms, fires, washouts, nuclear and radiation activity or fall out, arrests and distrains of rulers and people, civil disturbances, explosion, expropriation, or any act, omission or event whether of the kind enumerated in this definition or otherwise not within the control of a Party, which by the exercise of reasonable due diligence, the Party could not have prevented;
- (r) "FTC" means the Fire Training Centre and appurtenances and lands located at 300 Pottery Road, Vernon, British Columbia;
- (s) "GAAP" means the generally accepted accounting principles (including the methods of application of the principles) established by the CPA Canada;
- (t) "Interest" means the interest on any amount payable by a Party to this Agreement that is not paid when due and shall be payable from the date on which an amount became due to the date on which it is paid, compounded annually not in advance, at the annual percentage rate of interest that is 2% greater than the annual percentage interest rate charged from time to time by the Royal Bank of Canada, Main Branch, 1025 West Georgia Street, Vancouver, British Columbia for Canadian dollar loans and published by the Royal Bank of Canada as its prime rate;
- (u) "Landfill Lease" means the lease agreement between the RDNO and the province of British Columbia dated May 9, 2014, attached as Schedule "B" to the Lease;
- (v) "Lease" means the lease agreement between the RDNO and Vernon attached to this Agreement as Appendix "A";
- (w) "*Local Government Act*" means the *Local Government Act*, RSBC 2015, c. 1, as amended or re-enacted from time to time;
- (x) "Manager" means the City of Vernon and such Resources and person(s) assigned by it to manage the Services under Part 5 of this Agreement;
- (y) "Operating and Maintenance Costs" means all costs, expenses, liabilities and charges, including the costs of studies, incurred or accrued by or on behalf of the Services for the account and benefit of the Parties which are properly chargeable as operating or maintenance expenses of the

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

Services and includes such costs incurred or accrued on and after the date the Parties commence the provision of the Services under this Agreement;

- (z) "Operating and Maintenance Financial Plan" has the meaning given to it in section 7.5;
- (aa) "Participating Interest" means the percentage interest of a Party in the Assets, Available Cash and the surplus of the Services, and shall be determined annually as prescribed in section 2.11 and Appendix "B" and effective on January 1st in every year during the Term of this Agreement;
- (bb) "Party" means Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby and RDNO or any other municipality which becomes a party to this Agreement, including their respective successors and permitted assigns, and "Parties" means all of them;
- (cc) "Prime Contractor" means the definition provided for this term in the *Workers Compensation Act*, RSBC 1996, c 492, as amended or re-enacted from time to time;
- (dd) "Reference Date" means the date indicated on the first page of this Agreement;
- (ee) "Resources" include employees, agents, contractors or elected officials volunteers of a Party, and equipment, vehicles, materials or other things owned or used by a Party;
- (ff) "Services" means the Intermunicipal Fire Training Centre Services detailed in this Agreement including firefighter training and exercises and those other services listed in section 3 of the Bylaw, which may be amended from time to time, provided that a Party participates in respect of the Services under this Agreement only to the extent the Party has listed the Services as a matter under section 3 of its Bylaw and has not withdrawn from the Services under section 7 of the Bylaw;
- (gg) "Term" means the period of time defined in section 12.1; and
- (hh) "Withdrawal Date" means, for a Party withdrawing from this Agreement, the December 31st that is not less than one year after that Party has enacted a withdrawal bylaw in accordance with section 12.2.

Interpretation

1.2 For the purposes of this Agreement, except as otherwise expressly provided or as

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

the context otherwise requires:

- (a) "Agreement" means this Agreement as from time to time supplemented or amended by one or more agreements entered into pursuant to the applicable provisions of this Agreement together with all other attachments to it and reference to a Part or a Section means the corresponding Part or Section of this Agreement;
- (b) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific terms or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
- (c) an accounting term not otherwise defined in this Agreement has the meaning assigned to it, and except as otherwise directed in this Agreement, every calculation to be made under this Agreement is to be made in accordance with GAAP;
- (d) except as otherwise expressly provided, all references to currency mean Canadian currency;
- (e) words in the singular include the plural and words importing a corporate entity include individuals and vice-versa;
- (f) unless otherwise indicated in this Agreement, words in this Agreement shall have the same meaning as words defined in the *Community Charter* or *Local Government Act*;
- (g) reference in this Agreement to a particular numbered paragraph, article or section, or lettered appendix is a reference to the correspondingly numbered paragraph, article, or section, or lettered appendix of this Agreement;
- (h) reference in this Agreement to an enactment is a reference to an enactment as defined in the *Interpretation Act* (British Columbia), and includes a reference to an enactment of British Columbia, Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby, and RDNO as applicable;
- (i) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and
- (j) reference in this Agreement to a party is a reference to a party of this Agreement.

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

Governing Law

- 1.3 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada.

Headings

- 1.4 The headings given to paragraphs, articles and sections in this Agreement are for convenience of reference only and do not form part of this Agreement and must not be used in the interpretation of this Agreement.

Severance

- 1.5 If any clause or portion of this Agreement is declared or held invalid for any reason, the invalidity does not affect the validity of the remainder of that clause or this Agreement, and the terms and provisions of this Agreement continue to be in force and in effect and are to be construed as if the Agreement had been executed without the invalid portion.

PART 2 INTERMUNICIPAL SERVICES

Formation and Purpose

- 2.1 Subject to the terms and conditions of this Agreement, Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby and RDNO have established the Services in respect of the matters listed in section 3 of the Bylaw and this Agreement, which may be amended from time to time, provided that a Party participates in respect of the Services under this Agreement only to the extent the Party has listed the Services as a matter under section 3 of its Bylaw and has not withdrawn from the Services under section 7 of the Bylaw.

Services to be provided for benefit of Parties

- 2.2 On and after the date of this Agreement coming into effect, the Parties must with due diligence and, subject to the terms and conditions set out in this Agreement, provide the Services for the benefit of the inhabitants of their jurisdictions.

Name of Services

- 2.3 The name of the Services will be "Fire Training Centre Services" or such other name as from time to time the Board approves. The business and affairs of the Services will be concluded to the extent possible under such name or in the name of the Parties with the designation that they are doing business in respect of Services under such name.

Dedication of Assets

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

- 2.4 Each Party as long as it is a Party, dedicates for the purposes of the Services, all its interest in the Assets and all its rights to use and enjoy Assets.
- 2.5 Despite section 2.4, each Party as long as it is a Party may also dedicate for the purposes of the Services an interest or portion of an interest in an asset of that Party and the right of the Services to use and enjoy all or a portion of that Party's asset for the purposes of the Services, provided that the asset shall not be listed as an Asset.

Nature of Obligations

- 2.6 Unless the Parties otherwise agree, the liabilities and obligations of the Parties under this Agreement, and under the Services contemplated by this Agreement, will be several to the extent of their respective Participating Interests and not be joint or joint and several and all agreements made in relation to the Services will, to the extent practicable, state the liability of the Parties to be several.

Partition

- 2.7 Except on termination of this Agreement under Part 12, no Party will be entitled to demand partition of the Services or the Assets.

Representations and Warranties

- 2.8 Each Party represents and warrants to the other as follows:
- (a) it has the power and capacity to enter into this Agreement;
 - (b) this Agreement is valid and binding on it in accordance with its terms;
 - (c) the performance of its obligations under this Agreement does not breach the terms of any other agreement or obligation to which it is a party; and
 - (d) it now holds and will hold its Participating Interest beneficially and free and clear of all restrictions, liens, encumbrances, floating charges or agreements of any kind except:
 - (i) for the obligations created under this Agreement; or
 - (ii) as agreed among the Parties from time to time.

Participating Interest

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

- 2.9 The Participating Interest of each of the Parties as at the date of this Agreement is the same as the apportionment of Operating and Maintenance Costs and Capital Costs as set out in Appendix "B".

PART 3 FIRE TRAINING CENTRE

Fire Training Centre

- 3.1 Subject to the terms and conditions of this Agreement, the FTC will remain an asset of the RDNO and will be leased to the City of Vernon Parties for a nominal amount of \$1.00 per year on the same terms and conditions detailed in the Lease attached as Appendix "A". The RDNO will ensure that the Lease remains in good standing and that all necessary steps are taken to obtain the consent of the Province of British Columbia to sublet the FTC in accordance with section 5.01 of the Landfill Lease.

Use of Fire Training Centre

- 3.2 The Parties' use of the FTC shall be subject to the terms and conditions of this Agreement and the Lease.

Fire Training Centre as Emergency Operations Centre

- 3.3 The Parties acknowledge and agree that after the date of this Agreement, the FTC may continue to be used as an Emergency Operations Centre by the RDNO and in the event of a disaster or other emergency, the RDNO's use of the FTC as an Emergency Operations Centre shall have priority over all other uses of the FTC. Use shall be at the daily rate approved by EMBC funding.

Maintenance and Repair of Fire Training Centre

- 3.4 Other than expenses for those matters detailed in section 3.6, all maintenance and repair costs with respect to the FTC will be the responsibility of the Parties and shall be shared by them in accordance with their Participating Interests and on the terms and conditions of this Agreement.

Parties Responsible for their own use and expenses incurred

- 3.5 Each Party shall take all reasonable steps to ensure that the FTC is left in a good and functional state of repair at all times during and following its use of the FTC. In the event that a Party becomes aware of any damage to the FTC, the Party shall forthwith report details of such damage to the Manager.
- 3.6 Each Party shall be responsible for the repair of any damage to the FTC and its furnishings or equipment caused by the Party or any of its officers, employees, member groups, renters, guests, contractors, students, volunteers, invitees or

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

agents, reasonable wear and tear excluded.

- 3.7 Each Party shall be responsible for and pay its own expenses incurred for its own use of the FTC.

PART 4 FTC OPERATIONS COMMITTEE AND FTC POLICY BOARD

FTC Operations Committee

- 4.1 There will be an FTC Operations Committee comprised of representatives of each of the Parties. The RDNO's representatives on the Committee shall consist of its CAO, its General Manager of Electoral Area Services and a representative for each Fire Department within its jurisdiction and each other Party's representatives on the Committee shall consist of its CAO and a representative for each Fire Department within its jurisdiction. The powers, deliberations and decisions of the Committee are subject to the *Community Charter, Local Government Act* and the Bylaw.

Chair

- 4.2 At the first meeting of the Committee held after December 1st in each year, the Committee must elect a chair and a vice chair who each must be a CAO of a Party. The vice chair has, during the absence, illness or other disability of the chair, all the powers of the chair and is subject to all rules applicable to the chair. If the chair and the vice chair are not present at a meeting of the Committee, the members present may elect an acting chair who, during that meeting, has all the powers of the chair and is subject to all rules applicable to the chair. For the purposes of elections under this section, each member present at the meeting has one vote at each election for an office, provided that the CAO representing Vernon shall be entitled to three votes in accordance with section 4.8.
- 4.3 The function of the Committee chair will be to carry out the functions and duties prescribed by the Committee and, if present, to preside at meetings of the Committee. The chair of the Committee will be entitled to vote.

Meetings

- 4.4 During each fiscal year of the Services, the Committee will hold at least two meetings at such times and places as the Committee may determine. The Committee chair will call additional meetings of the Committee upon the request of any member of the Committee.

Notice of Meetings

- 4.5 The chair will give to each member of the Committee at least seven days' written notice of the place, date and time of any meeting, and the agenda for such meeting.

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

The agenda will indicate the nature of the business to be transacted at the meeting. The requirement for at least seven days' notice may be waived by unanimous agreement of a representative of each party who serves on the Committee. Such an agreement may be submitted by email.

Telephone Meetings

- 4.6 A member of the Committee may participate in a meeting of the Committee by means of telephone or other communication facilities which enables all persons participating in the meeting to hear and speak to each other and will be deemed to be present at that meeting.

Quorum

- 4.7 A quorum for each meeting of the Committee will be nine members of whom at least four must be CAOs. The Parties acknowledge and agree that if the number of Parties to this Agreement changes, the Parties may revise the number for quorum for Committee meetings by the consent of the Parties.

Voting

- 4.8 The Parties will endeavour to ensure that every decision of the Committee is decided by consensus and if consensus cannot be achieved despite the best efforts of the Parties, then a simple majority of the Parties present and voting at a duly called and constituted meeting of the Committee will make the decision. Each Party present at a meeting shall be entitled to a single vote on each matter except for the CAO of Vernon who shall be entitled to three votes. A resolution in writing signed in whole or in counterparts by all of the members of the Committee in respect of any matter falling within the competence of the Committee will be effective as if adopted at a meeting. The chair of the Committee will promptly send to the parties and each member a copy of any such resolution.

Minutes

- 4.9 The chair will cause minutes of each meeting of the Committee to be kept and a copy to be circulated to each member of the Committee.

Decisions Binding

- 4.10 Subject to Section 4.22, all decisions of the Committee made within its power under this Agreement will be binding on the Parties.

Committee's Power

- 4.11 In addition to the powers conferred on it by any provision of this Agreement, the Committee must:

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

- (a) review, provide comment and recommend for the approval of the Board, the Financial Plan;
- (b) review, and make recommendations to the Board with respect to any agreements to be entered into by the Parties;
- (c) review and make recommendations to the Manager and the Board regarding operational guidelines, policies and practices related to but not limited to FTC bookings, use and events;
- (d) review and make recommendations to the Manager and the Board on the business, affairs and operations of the Services;
- (e) give direction to the Manager on operational matters and review and make recommendations to the Board related to the duties, priorities and performance of the Manager;
- (f) make recommendations to the Board with respect to any amendments to this Agreement;
- (g) initiate technical studies when deemed advisable;
- (h) review and recommend to the Board approval for capital expenditures; and
- (i) review and recommend to the Board approval of the annual financial statements of the Services prepared in accordance with section 8.2.

FTC Policy Board

- 4.12 There will be an FTC Policy Board comprised of one elected member from each Party. The member for each municipal Party shall be selected from its Council and the member for the RDNO shall be selected from among its Electoral Area Directors. The powers, deliberations and decisions of the Board are subject to this Agreement and the *Community Charter, Local Government Act* and the Bylaw.

Chair

- 4.13 At the first meeting held in each calendar year, the Board must elect a chair and a vice chair from among the members of the Board. The vice chair has, during the absence, illness or other disability of the chair, all the powers of the chair and is subject to all the rules applicable to the chair. If the chair and the vice chair are not present at a meeting of the Board, the members present may elect an acting chair who, during that meeting, has all the powers of the chair and is subject to all rules applicable to the chair. For the purposes of elections under this section, each member present at the meeting has one vote in each election for an office.

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

- 4.14 The function of the Board chair will be to carry out the functions and duties prescribed by the Board and, if present, to preside at meetings of the Board. The chair of the Board will be entitled to vote but will not be entitled to a second or casting vote.

Meetings

- 4.15 During each fiscal year of the Term, the Board will hold at minimum one meeting at such times and places as the Board may determine. The Board chair will call additional meetings of the Board upon the request of any member of the Board.

Notice of Meetings

- 4.16 The Board chair will give to each member of the Board at least seven days' written notice of the place, date and time of any meeting, and the agenda for such meeting. The agenda will indicate the nature of the business to be transacted at the meeting. The requirement for at least seven days' notice may be waived by unanimous agreement of a representative of each party who serves on the committee. Such an agreement may be submitted by email.

Telephone Meetings

- 4.17 A member may participate in a meeting of the Board by means of telephone or other communication facilities which enables all persons participating in the meeting to hear and speak to each other and will be deemed to be present at that meeting.

Quorum

- 4.18 A quorum for each meeting of the Board will be four members.

Voting

- 4.19 Each member of the Board shall be entitled to a single vote and every decision of the Board will be decided by a simple majority of the members present and voting at a duly called and constituted meeting of the Board. A resolution in writing signed in whole or in counterparts by all the members of the Board in respect of any matter falling within the competence of the Board will be effective as if adopted at a meeting. The chair of the Board will promptly send to the Parties and each member a copy of any such resolution.

Minutes

- 4.20 The Board chair will cause minutes of each meeting of the Board to be kept and a copy to be circulated to each member.

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

Board's Powers

4.21 In addition to the powers conferred on it by any provision of this Agreement, the Board shall:

- (a) review and recommend for the approval of the Parties, the Financial Plan, the financial statements or any financial advice respecting the Services;
- (b) review, and make recommendations to the Parties with respect to (but not to approve) any agreements to be entered into by the Parties;
- (c) make recommendations to the Parties with respect to any amendments to this Agreement;
- (d) review and approve operational guidelines and policies;
- (e) provide direction to the Manager on policy or strategic matters consistent with the approved financial plan;
- (f) establish duties, set priorities and monitor performance of the Manager consistent with the approved Financial Plan; and
- (g) establish expenditure authorization limits and controls.

Limits on Powers of Committee and Board

4.22 Despite Section 4.11 and 4.21, the Committee and the Board will not have the power, without the approval of the Parties:

- (a) to do anything for which the Parties require authorization or approval under the *Community Charter, Local Government Act*, successor legislation or other applicable enactments without the prior confirmation from them that such authorization or approval has been obtained by each Party, as applicable;
- (b) to authorize incurring Capital Costs or Borrowing or approve a Financial Plan;
- (c) to authorize any distributions of Available Cash to the Parties;
- (d) to authorize adding a new party to this Agreement; or
- (e) to amend any term or provision of this Agreement.

Technical Committees

4.23 The Committee may from time to time establish technical committees, such as a

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planning committee or working groups, as it considers appropriate in the circumstances. The Committee may appoint to the technical committees the Parties' Directors of Engineering or other such persons as the Committee considers appropriate.

Expenses

- 4.24 The members of the Committee and the Board will not be entitled to be paid any compensation by the Services and any remuneration that may be paid to them in such capacity by the Parties by which they have been appointed will not form part of the Operating and Maintenance Costs of the Services. All reasonable expenses incurred, pursuant to a written expense policy which shall be established by the Board, will be reimbursed to the Parties, including appointees to the Technical Committee, and will form part of the Operating' and Maintenance Costs.

Liability

- 4.25 The Parties release the Committee and its members and the Board and its members and the Parties' agents of and from any and all loss, costs, damages, expenses and liabilities suffered or incurred by the Parties or any of them in respect of the matters arising out of or attributable to any negligence of, or breach of the provisions of this Agreement by the Committee or its members, the Board or its members, or the Parties' agents, in connection with the observance and performance of any of the covenants, agreements or duties of the Committee, the Board or the Parties' agents to be observed or performed under this Agreement, except losses, costs, damages, expenses and liabilities caused by the wilful wrongful act of any one or more of the Committee or its members, the Board or its members or the Parties' agents.

PART 5 MANAGEMENT

Manager

- 5.1 Subject to the terms and conditions of this Agreement, the Manager of the Services shall be Vernon.

Manager's Duties

- 5.2 The Manager, in addition to such other duties and obligations specified elsewhere in this Agreement, shall:
- (a) make recommendations to the Committee on matters relating to the Services;
 - (b) prepare and distribute agenda for the Committee meetings and the Board meetings;

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- (c) keep minutes of meetings of the Committee and the Board;
- (d) administer this Agreement and any agreements made by or on behalf of the Services;
- (e) make recommendations to the Committee respecting the making, amending or implementation of agreements made by or on behalf of the Parties with respect to the Services;
- (f) monitor the financial circumstances of the Parties with respect to the Services;
- (g) administer and maintain all bookings and events with respect to the FTC and the Services;
- (h) issue invoices and receive payment for user-related fees and charges for the FTC and Services;
- (i) order, maintain and administer materials, supplies, inventory and equipment and pay suppliers' invoices;
- (j) maintain and manage the FTC and all Assets;
- (k) develop, publish, distribute and maintain user guides, user fee schedules and other publications for the FTC;
- (l) provide overall coordination of the FTC and the Services;
- (m) maintain training, equipment and maintenance records;
- (n) recruit, train and manage such fire technicians, instructors, support resources and facility operators necessary to deliver the Services;
- (o) seek and respond to external revenue opportunities consistent with any surplus capacity of the FTC and which generate a net benefit to the financial and training interests of the Parties;
- (p) provide fair and unbiased access to the FTC through appropriate scheduling and booking protocols;
- (q) coordinate delivery of a recruit firefighter training course at such intervals as necessary to meet the requirements of the Parties;
- (r) coordinate and facilitate the delivery of training courses either through contractual arrangements with agencies such as Okanagan College, directly through the Resources of Vernon's Fire Rescue Services or the

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sponsorship and Resources of another Party's fire department, provided that any sponsoring Fire Department of a Party shall assume responsibility for registrations, logistics, collection of fees and payments of all charges related to the training;

- (s) advise the Committee and Board of the failure of a Party to abide by the terms of this Agreement and subject to the direction of the Committee and Board, provide written notice to the Party of its failure to abide by any term of this Agreement;
- (t) do such other acts and things in relation to the Services as this Agreement requires or as the Committee may direct from time to time;
- (u) generally do all things necessary or advisable in connection with the business, operation and maintenance of the FTC and the Services in accordance with this Agreement;
- (v) in consultation with Fire Chiefs, develop operational guidelines and policies and practices related to operation of the FTC.

Except in regard to the Manager's operations within its own jurisdiction, none of the powers, authorities or discretions delegated to the Manager may encroach on powers, authorities or discretions properly exercisable by the Parties and the powers, authorities and discretion exercised by the Manager are subject to the direction of and guidelines established by the Committee and the Board and any other restrictions, limitations and approvals set out in this Agreement, including the limitations set out in sections 4.11, 4.21 and 4.22 and within the constraints of the Financial Plan from time to time.

Term

- 5.3 The appointment under Section 5.1 shall be subject to the amendment or termination of this Agreement.

Liability

- 5.4 The Parties release the Manager and the Parties' agents of and from any and all loss, costs, damages, expenses and liabilities suffered or incurred by the Parties or any of them in respect of the matters arising out of or attributable to any negligence of, or breach of the provisions of this Agreement by the Manager or the Parties' agents, in connection with the observance and performance of any of the covenants, agreements or duties of the Manager or the Parties' agents to be observed or performed under this Agreement, except losses, costs, damages, expenses and liabilities caused by the wilful wrongful act of any one or more of the Manager or the Parties' agents.

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Operations

- 5.5 The Manager will administer, operate and maintain the Services on behalf of the Parties, subject to this Agreement and the Bylaw.
- 5.6 The Parties agree that in order to operate the Services, the Manager may assign responsibilities to its employees or contractors and use its own Resources to coordinate the Services. The costs of these employees or contractors or Resources shall be included in the Financial Plan.

Parties' intention to achieve long-term savings

- 5.7 The Parties acknowledge and agree that the intent of this Agreement is to realize long-term savings through the elimination of corporate overhead costs and by the provision of booking and post-use inspection functions by the Manager and its Resources and by utilizing existing capacity where available, where possible and at no cost to the Parties. To achieve these savings, the Parties agree that the Manager shall use its own Resources to:
- (a) coordinate and schedule all FTC bookings and other scheduling; and
 - (b) manage FTC operations and any maintenance necessary to maintain and preserve the FTC in a good state of repair for use by the Parties, provided that the Parties shall share the Operating and Maintenance Costs in accordance with the Financial Plan and their respective Participating Interests.

PART 6 FINANCES

Bank Accounts, Deposits, Disbursement and Investment of Funds

- 6.1 The Manager may open and maintain an Account. All funds receivable by the Services will upon receipt be deposited in the Account. Any payment required to be made on behalf of the Services will be made out of the Account. The Manager's officers and employees on behalf of the Services must, subject to this Agreement, prepare accounts receivable and payable, prepare Financial Plans, report quarterly to the Manager and pay a Party for work done under Part 5, and may invest any surplus funds in the Account in the manner approved by the Committee from time to time.

Cash Requirements

- 6.2 The Parties will take all reasonable steps to ensure that sufficient funds are available in the Account to allow the Parties to complete transactions called for by

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agreement of the parties under this Agreement.

Application of Available Cash

- 6.3 Available Cash will be applied to pay Operating and Maintenance Costs as they fall due or in the normal course of operations.

Place of Payments

- 6.4 All payments made under this Agreement for the Services will be made into the Account operated by the Manager under section 6.1 of this Agreement.

Apportionment of Costs

- 6.5 All Costs will be apportioned between the Parties in accordance with the cost apportionment detailed in Appendix "B" attached to this Agreement.

Payment for Manager

- 6.6 It is a fundamental term of this Agreement that the Parties make all payments to the Manager for Costs incurred in the provision of the Services as required by this Agreement. These costs shall include all costs paid by the Manager pursuant to the Lease, including those costs detailed in sections 5.0, 7.1, 7.2, 7.5, 10.1, 13.1 and 14.1 of the Lease, and all other costs payable by the Manager to the RDNO pursuant to section 6.11 below. The Manager will issue an invoice to each Party before the end of February in each calendar year during the Term of this Agreement.
- 6.7 Each Party must pay to the Manager, by March 31st of each calendar year during the Term of this Agreement, the following amounts:
- (a) its share of the anticipated Operating and Maintenance Costs on the basis of the Operating and Maintenance Financial Plan described in section 7.5 and the Operating and Maintenance Costs apportionment described in section 6.5 in respect of that calendar year; and
 - (b) its share of the Capital Costs on the basis of the Capital Financial Plan described in section 7.6.
- 6.8 The Manager must, in February of each calendar year during the Term of this Agreement, make an adjustment for the previous calendar year to reflect the actual amounts payable for Operating and Maintenance Costs by each Party under section 6.7(a). Any overpayment by a Party for the previous year shall be held by the Manager without allowance for interest and shall be set off against the amounts payable by the Party under this Agreement. Conversely, any shortfall in a payment by a Party for the previous year shall be added to the amount owing under section

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6.7(a) above.

- 6.9 If a Party defaults in payment of any portion of an amount payable under section 6.7, the entire amount payable shall immediately become due and payable as a debt due and owing to the Manager and shall bear Interest until the debt is paid in full. Without prejudice to any other right or remedy the Manager may have, the Manager may, at its sole discretion, and without terminating this Agreement, interrupt the provision of the Services to the defaulting Party if the Party fails to pay any amount due and owing under this Agreement within 60 days' written notice to the Party of a default in payment.
- 6.10 A Party's payment under section 6.7 is a credit in respect of that Party's obligations under this Agreement in relation to Operating and Maintenance Costs and Capital Costs.
- 6.11 All Costs directly attributable to the ownership, lease, operations, repair, replacement or maintenance of the FTC incurred by RDNO will be reimbursed to the RDNO by the Manager and such Costs shall form part of the Costs to be apportioned between the Parties in accordance with section 6.5.

PART 7 FINANCIAL PLANS

Fiscal Year

- 7.1 The fiscal year end of the Services shall be December 31st in each year during the Term of this Agreement.

Provisional Financial Plans

- 7.2 By or before October 31st of the preceding year in each year during the Term of this Agreement, the Manager shall submit a Financial Plan to each of the Committee and the Board for their review and approval. Upon the Financial Plan being reviewed and recommended for approval by the Committee under section 4.11 and the Board under section 4.21, the Financial Plan shall be provided to the Parties by or before December 31st of the preceding year in each year during the Term of this Agreement for their review and approval.

Effective Date of Financial Plan and dispute resolution

- 7.3 A Financial Plan shall become effective and binding on all of the Parties upon the approval of at least two-thirds (2/3) of the Parties which must include Vernon and the RDNO and shall apply to the entire fiscal year and not only that portion of the fiscal year remaining after at least two-thirds (2/3) of the Parties, including Vernon and the RDNO, have approved it. A Party that is unable or unwilling to approve a

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Financial Plan may seek to have the matter resolved by the Dispute Resolution mechanisms detailed in Part 14 of this Agreement.

Financial Plan

- 7.4 The Financial Plan must include an Operating and Maintenance Financial Plan and Capital Financial Plan. The Financial Plan may include a reserve provision to secure incremental funding for future capital additions, replacements or improvements. The parties acknowledge and agree that the planning period for the Financial Plan shall be five years being the year in which the Financial Plan is specified to come into force and the following four years. The Parties also acknowledge and agree that the Financial Plan may be amended at any time with the approval of the Committee, the Board and the Parties to this Agreement.

Operating and Maintenance Financial Plan

- 7.5 The Operating and Maintenance Financial Plan will set out in reasonable detail the proposed operations, maintenance, works and undertakings to be carried out in respect of the Services and will include for such fiscal year the amount, by category, of each component of Operating and Maintenance Costs and will indicate the amount of such Operating and Maintenance Costs estimated to be payable by each Party in accordance with the provisions of this Agreement, after taking into consideration anticipated revenues.

Capital Financial Plan

- 7.6 The Capital Financial Plan will set out in reasonable detail all Capital Costs for the next five fiscal years and will include for each fiscal year the amount, by category, of each component of Capital Costs and will indicate the amount of such Capital Costs estimated to be payable by each Party in accordance with the provisions of this Agreement, after taking into consideration anticipated revenues.

Operations in Conformity with Financial Plans

- 7.7 Except as permitted by the unanimous direction of the Parties, subject to the advice and recommendations of the Board, all operations of the Services in each fiscal year will be conducted in conformity with the Financial Plan applicable to that fiscal year approved by the Parties.

Effect of Approved Financial Plans

- 7.8 The Manager, and any designated Party, as applicable under Part 5, will implement the approved Financial Plan and carry out all activities and operations of the Services in accordance therewith. The Manager, and any designated Party, as applicable under Part 5, will not, without the approval of the Committee and Board (who may require the approval of the Parties under Section 4.22) incur or

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commit in any fiscal year on behalf of a Party any expenditure not provided for in the applicable Financial Plan.

Manager to advise of any material change from Financial Plan

- 7.9 The Manager shall advise the Committee and the Board as soon as practicable in the event of any material change in financial circumstances in respect of the Services and the Financial Plan.

PART 8 REPORTS AND RECORDS

Accounting Books and Records

- 8.1 The Manager shall be responsible for the maintenance of adequate accounts, books and records and the allocation between the Parties of Operating and Maintenance Costs and Capital Costs and will use reasonable efforts to ensure that such accounts, books, records and financial reports meet reasonable accounting and tax reporting requirements of each Party. The Manager shall also be responsible for the preparation of financial reports to be furnished to the Committee and the Board.

Annual Financial Reports

- 8.2 The Manager shall take all necessary steps to provide for the issuance of audited financial statements in respect of the Services as soon as practicable in each year during the term of this Agreement which audited financial statements shall be furnished to the Committee, the Board and the Parties.

Location and Access to Records

- 8.3 The Manager will cause all books and records of the Services to be kept in its offices, and the Manager will permit each Party, its accountants and other representatives, at that Party's own expense and at all reasonable times to examine and make copies of any and all documents under the control of the Manager and relating to the Services.

PART 9 RESTRICTIONS ON DISPOSITION

No disposal of assets

- 9.1 A Party will not sell, assign, pledge, mortgage or otherwise dispose of its interest in this Agreement and the Assets, except in accordance with Parts 11 or 12 of this

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Agreement.

No partition or sale

- 9.2 Without limiting section 2.9, each of the Parties hereby irrevocably and conclusively waives the benefits of all provisions of law relating to actions for a partition or sale of real and personal property including, without limitation, the *Partition of Property Act*, R.S.B.C. 1996, c. 347, and each of the Parties agrees with the others that it will not cause any action at law or in equity for a partition or sale of any real or personal property that forms part of the Assets or seek administration in respect thereof.

PART 10 LIABILITY FOR THE SERVICES

Liability and Indemnification

- 10.1 If a claim by any third party arising out of the operations of the Services is made against the Parties or any of them, each of the Parties will share the liability (including interest and legal fees on a solicitor and client basis) for the claim prorated to its Participating Interest and will indemnify and save harmless the other Parties against liability for the claim to the extent of its Participating Interest. Notwithstanding the foregoing, where a claim arises from the negligence or wilful misconduct of a Party, then that Party will be fully liable for such claim and will indemnify and save harmless the other Parties from any liability with respect to such claim.

Notice of Claims

- 10.2 Each Party against whom a claim is advanced with respect to the Services shall give prompt and timely notice of that claim to the other Parties and subject to section 10.1, will allow the other Parties to participate in the defence, negotiation or settlement of such claim with the Parties each contributing towards the costs of defending and settling the claim pro rata and in accordance with their Participating Interests.

PART 11 DEFAULT

Default

- 11.1 The occurrence of any of the following events will be an Event of Default by a Party under this Agreement:
- (a) subject only to Force Majeure, the failure of a Party to perform or observe any of its covenants or agreements in this Agreement, if such failure is not cured within 45 days of written notice from the Manager or the other Parties specifying such failure;

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- (b) a Party:
 - (i) becomes insolvent;
 - (ii) commits an act of bankruptcy;
 - (iii) makes a general assignment for the benefit of its creditors; or
 - (iv) acknowledges its insolvency; or
- (c) a statutory trustee, provincial agent, receiver or receiver-manager is appointed in respect of any property or asset of a Party and is not discharged within 45 days.

Remedies upon an Event of Default

11.2 Upon the occurrence of an Event of Default by or with respect to a Party and receipt by the defaulting Party of a written notice from the Manager:

- (a) the defaulting Party's Participating Interest shall, within 30 days of receipt by the defaulting Party of the written notice from the Manager, be assumed by the remaining Parties in accordance with this Agreement free and clear of all liens, charges and encumbrances, other than security for liabilities incurred in the operation of the Services,
- (b) the defaulting Party shall, within 30 days of receipt by the defaulting Party of the written notice from the Manager, pay to the Manager all monies due and owing by the defaulting Party under this Agreement including all of those costs payable under section 6.7 of this Agreement for the calendar year in which the defaulting Party disposes of its Participating Interest under subsection 11.2(a);
- (c) the defaulting Party shall, on the date that the defaulting Party's Participating Interest is assumed by the remaining Parties under subsection 11.2(a), have no further interest in the Services;
- (d) upon the disposal of the defaulting Party's Participating Interest in accordance with subsection 11.2(a), the Costs formerly paid by the defaulting Party shall be re-apportioned to the remaining Parties pro-rated on the basis of their Participating Interests; and
- (e) the rights and procedures set forth in this section 11.2 will be concurrent with and in addition to and without prejudice to any other rights or remedies at law or in equity which any Party may have in respect of an Event of Default.

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PART 12 TERM, WITHDRAWAL AND TERMINATION

Term

- 12.1 This Agreement takes effect on the Reference Date of this Agreement and will continue in force until five years from the Reference Date of this Agreement or the termination of the Lease, whichever occurs first, provided that this Agreement may be renewed, amended or terminated by mutual agreement of all Parties in writing in and in accordance with the provisions of the *Community Charter* and the *Local Government Act*.

Withdrawal

- 12.2 A party may withdraw from this Agreement by adopting a withdrawal bylaw and delivering a copy to the other Parties on or before December 31st of the calendar year that is one year prior to the Withdrawal Date of the withdrawing Party, subject to the following conditions:
- (a) the withdrawing Party shall continue to enjoy all rights and shall maintain all obligations under this Agreement until the Party's Withdrawal Date and the withdrawing Party shall make all payments required by this Agreement, including those specified in section 6.7, until the Party's Withdrawal Date;
 - (b) the withdrawing Party's Participating Interest in the Available Cash as of the Withdrawal Date shall be returned to the withdrawing Party within 60 days of the Withdrawal Date;
 - (c) subject to subsection 12.2(b), all other Costs paid by the withdrawing Party up to and including the Withdrawal Date are deemed to be Assets and on and after the Withdrawal Date of the Party withdrawing, shall be the Assets of the remaining Parties in accordance with this Agreement and free of any claims or interest by the withdrawing Party; and
 - (d) upon the Withdrawal Date of the withdrawing Party, the Costs formerly paid by the withdrawing Party shall be re-apportioned to the remaining Parties pro-rated on the basis of their Participating Interests.

Actions on Termination

- 12.3 Upon the termination of this Agreement and the Services, other than pursuant to Section 12.2, unless the Parties otherwise agree, the Parties will appoint a liquidator to act on their behalf to realize the Assets, satisfy all Services liabilities and pay the balance of the proceeds of realization to the Parties in proportion to their Participating Interests at the time. Each of the Parties will be entitled to bid

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for and purchase the whole or any part of the Assets on liquidation.

No termination while in dispute resolution process

- 12.4 Despite any other provisions of this Agreement, a Party may not withdraw from or terminate this Agreement during any attempt to resolve issues through the dispute resolution process set out in Part 14 of this Agreement.

Survival of Obligations

- 12.5 The provisions of this Part 12 and all other provisions of this Agreement necessary to give full effect thereto will survive the termination of this Agreement and, despite termination of this Agreement or the Services, no Party will by reason of such termination be relieved of any obligation or liability toward any other Party accrued hereunder prior to termination, all of which will remain unenforceable until fully satisfied.

Extension or Replacement of Agreement

- 12.6 At least one year prior to the end of the Term, the Parties will negotiate and endeavour to reach agreement on a replacement of this Agreement.

PART 13 NEW PARTY

Applicable Conditions

- 13.1 A new party may become a Party under this Agreement:
- (a) by enacting the Bylaw; and
 - (b) by entering into an Agreement with the existing Parties that contains all of the terms and conditions set out in this Agreement; and
 - (c) with the unanimous consent of the existing Parties.

Repayment of Costs

- 13.2 The new Party shall, on the date of entering into the Agreement referred to in paragraph 13.1, pay to the Services a sum mutually satisfactory to the existing Parties and the new Party.

PART 14 DISPUTE RESOLUTION

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- 14.1 If a dispute arises between any of the Manager, the Committee, suppliers, FTC users or the public with respect to the FTC or this Agreement, then the matter shall first be referred to the Board for resolution and failing resolution, then the matter shall be referred to the Parties for resolution.
- 14.2 If the Parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or unable to resolve any other issue relating to this Agreement, the Parties agree to the following process in the order it is set out:
- (a) the Party initiating the process will send written notice to the other Parties;
 - (b) the Parties will promptly, diligently and in good faith take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute, which may include striking a technical committee of CAOs to negotiate a proposed consensus resolution;
 - (c) if the Parties are unable to negotiate a resolution under paragraph (b) within 30 days, either party may request the Province of British Columbia to assist in resolving the dispute, but not to make a binding decision;
 - (d) if the Parties are unable to negotiate a resolution within 60 days of the date the written notice was sent advising of the dispute, the Parties may employ the inter-municipal dispute resolution provisions of the *Community Charter*, and
 - (e) if the Parties are unable to resolve the dispute under paragraph (d), the Parties will refer the matter to a single arbitrator under the *Arbitration Act*, RSBC 1996, c 55 (the "Arbitration Act") or any successor legislation and to accept the arbitration ruling as final and binding. If the Parties are unable to agree on a single arbitrator within 60 days following the end of mediation, the British Columbia International Commercial Arbitration Centre will appoint an arbitrator. The arbitration will follow the rules of the *Arbitration Act* unless the parties agree otherwise.
- 14.3 Unless otherwise agreed by the Parties or ordered by an arbitrator, each Party will pay an equal share of the costs for the dispute resolution process.

PART 15 GENERAL

Notices

- 15.1 Any notice or other communication hereunder will be in writing and will be given by the delivery or rendering thereof to its addressee by hand, by prepaid first class

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mail or by facsimile transmission, to the address below:

- (a) If to Vernon:
3400 - 30th Street
Vernon, B.C., V1T 5E6

Attention: Corporate Officer
- (b) If to Coldstream:
9901 Kalamalka Road,
Coldstream, B.C., V1B 1L6

Attention: Corporate Officer
- (c) If to Lumby:
Box 430
1775 Glencaird Street
Lumby, B.C., V0E 2G0

Attention: Corporate Officer
- (d) If to Spallumcheen:
4144 Spallumcheen Way
Spallumcheen, B.C., V0E 1B6

Attention: Corporate Officer
- (e) If to Armstrong:
Box 40
Armstrong, B.C., V0E 1B0

Attention: Corporate Officer
- (f) If to Enderby:
Box 400
Enderby, B.C., V0E 1V0

Attention: Corporate Officer
- (g) If to RDNO:
9848 Aberdeen Road
Coldstream, B.C., V1B 2K9

Attention: CAO

Any notice or other communication so given will be deemed to have been received

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at the time of its delivery if delivered by hand, three Business Days after the date of mailing if mailed and at the time the sender receives a confirmation of dispatch if transmitted by facsimile transmission. Each party will notify the other parties of any change of address.

Agreement supersedes all other agreements

- 15.2 This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and replaces and supersedes all previous agreements between the parties relating to the subject matter hereof.

No partnership, agency or joint venture

- 15.3 (a) The Parties expressly disclaim any intent to create a legal partnership under the common law or *Partnership Act*, an agency or a joint venture with respect to the Services or the ownership or operation of the Assets, and disclaim any intent to create a partnership with respect to the exercise of their rights under this Agreement, the administration of the Assets or any other matter relating to this Agreement. Except as provided in this Agreement, none of the Parties will have any authority, actual or implied, to act for the other as agent or otherwise or to bind the others, without the prior written consent of the others.
- (b) Resources of the Manager are strictly employees of the City of Vernon and there is no employment relationship between those Resources and the other Parties.
- (c) The Manager is Prime Contractor for the purposes of WorkSafeBC, with delegation to the Manager to enter into a written Prime Contractor Agreements with other entities.

Amendments

- 15.4 This Agreement may not be modified or amended except by written agreement of all the Parties hereto and in accordance with the Bylaw.

Enurement

- 15.5 This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns hereunder.

Completion of Agreements

- 15.6 Subject to any approval of the Councils of Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby and the Board of the RDNO required by statute, each of the parties will cooperate fully and take all reasonable steps to

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negotiate, finalize and execute all agreements, instruments and other documents contemplated by or related to this Agreement.

Further Assurances

15.7 Each party will perform any act and execute and deliver any document reasonably required by any other party, to carry out the terms of this Agreement in accordance with the true intent and meaning hereof.

Appendices

15.8 The following Appendices are attached to and form part of this Agreement:

- (a) Appendix "A" – Fire Training Centre Lease Agreement
- (b) Appendix "B" – Participating Interest and Cost Apportionment
- (c) Appendix "C" – Assets

Statutes

15.9 The obligations of the parties under this Agreement are always subject to the requirements of the *Community Charter, Local Government Act*, and other applicable enactments.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CITY OF VERNON

Per: _____
Mayor

Per: _____
Corporate Officer

DISTRICT OF COLDSTREAM

Per: _____
Mayor

Per: _____
Corporate Officer

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VILLAGE OF LUMBY

Per: _____
Mayor

Per: _____
Corporate Officer

TOWNSHIP OF SPALLUMCHEEN

Per: _____
Mayor

Per: _____
Corporate Officer

CITY OF ARMSTRONG

Per: _____
Mayor

Per: _____
Corporate Officer

CITY OF ENDERBY

Per: _____
Mayor

Per: _____
Corporate Officer

REGIONAL DISTRICT OF NORTH OKANAGAN

Per: _____
Chair

Per: _____

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Corporate Officer

FIRE TRAINING CENTRE LEASE AGREEMENT

BETWEEN:

REGIONAL DISTRICT OF NORTH OKANAGAN

(the "Regional District")

AND:

THE CITY OF VERNON

("Vernon")

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THIS LEASE made as of 1st day of January, 2013

BETWEEN:

REGIONAL DISTRICT OF NORTH OKANAGAN, a regional district incorporated under the *Local Government Act*, having offices at 9848 Aberdeen Road, Coldstream, British Columbia, V1B 2K9
(hereinafter called "**Regional District**")

OF THE FIRST PART

AND:

THE CITY OF VERNON, a municipality incorporated under the *Local Government Act*, having offices at 3400 - 30th Street, Vernon, British Columbia, V1T 5E6
(hereinafter called "**Vernon**")

OF THE SECOND PART

WHEREAS:

- A. The Regional District is the Lessee under a Lease agreement with the Province dated for reference February 9th, 1984 (the "Landfill Lease") and attached hereto as Schedule "B";
- B. Under the terms of the Landfill Lease, the Province agreed to lease to the Regional District the Landfill Site herein defined for a period of thirty (30) years commencing May 9th, 1984 and continuing until May 8th, 2014;
- C. The FTC herein defined is located on a portion of the Landfill Site;
- D. The Regional District and Vernon have entered into an agreement (the "FTC Agreement") whereby Vernon and other municipalities located within the Regional District will use the FTC for fire training and other related purposes;
- E. Under the terms of the FTC Agreement, Vernon has agreed to act as manager of the FTC on behalf of the parties to the FTC Agreement, including the Regional District;
- F. In conjunction with the FTC Agreement, the Regional District and Vernon wish to enter into this Lease as a sub-lease under the terms of the Landfill Lease and upon and subject to the following covenants and conditions which each of the Regional District and Vernon respectively covenants and agrees to keep, observe and perform to the extent that the same are binding or expressed to be binding upon it; and

- G. Section 176(1)(b) of the *Local Government Act* empowers the Regional District to enter into this Agreement with Vernon and section 23 of the *Community Charter* empowers Vernon to enter into this Agreement with the Regional District in respect of the FTC and the other terms and conditions of this Agreement.

1.0 DEFINITIONS AND INTERPRETATION

- 1.1. In this Lease the following words shall have the following meanings:

- (a) "Commencement Date" means the reference date of this Lease;
- (b) "Environmental Contaminants" means any substance which, when released on to the Leased Premises, or into the natural environment, is likely to cause, at any time, material harm or degradation to the Leased Premises, or to the natural environment or material risk to human health and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chlorofluorocarbons, hydro chlorofluorocarbons, urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or other toxicity, pollutants, contaminants, hazardous wastes, toxic substances declared to be hazardous or toxic or a pollutant, dangerous goods, deleterious substances, effluent, hazardous waste or special waste, or words of similar meaning under any laws now or enacted in the future, which affect or apply to Leased Premises, the Regional District, Vernon, or any of them;
- (c) "Environmental Laws" means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any governmental authority with respect to environmental protection or regulating, controlling, licensing or prohibiting Environmental Contaminants, and which are in force during the Term of this Lease;
- (d) "FTC" means the Fire Training Centre and appurtenances located at 300 Pottery Road, Vernon, British Columbia as more particularly described in Schedule "A";
- (e) "FTC Agreement" means the Fire Training Centre Agreement between the Regional District, Vernon and other municipalities of the Regional District dated for reference January 1, 2013;
- (g) "GAAP" means the generally accepted accounting principles (including the methods of application of the principles) established by the Canadian Institute of Chartered Accountants;
- (h) "Improvements" means the improvements that exist on the Leased Premises as at the Commencement Date;
- (i) "Interest" means the interest on any amount payable by a Party to this

Agreement that is not paid when due and shall be payable from the date on which an amount became due to the date on which it is paid, compounded annually not in advance, at the annual percentage rate of interest that is 2% greater than the annual percentage interest rate charged from time to time by the Royal Bank of Canada, Main Branch, 1025 West Georgia Street, Vancouver, British Columbia for Canadian dollar loans and published by the Royal Bank of Canada as its prime rate;

- (j) "Landfill" means the Regional District Landfill located on the Landfill Site at Pottery Road, Vernon, B.C.;
 - (k) "Landfill Lease" means the lease agreement between the Regional District and the Province dated for reference May 9, 2014 and attached hereto as Schedule "B";
 - (l) "Landfill Site" means the lands and premises legally described in the first Schedule to the Landfill Lease;
 - (m) "Leased Premises" means the FTC and appurtenances and that part of the Landfill Site as more particularly described in Schedule "A";
 - (n) "LTO" means the Land Title Office in Kamloops, British Columbia;
 - (o) "Province" means Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister of Lands, Parks and Housing, or such successor department as may now have responsibility for the Landfill Lease;
 - (p) "Reference Date" means the reference date of this Lease on page 1;
 - (q) "Rent" means the Rent detailed in section 4.1 and any other sum required to be paid to the Regional District by Vernon pursuant to the provisions of this Lease;
 - (r) "Tenant's Work" means the work as more particularly described in Section 7.1; and
 - (s) "Term" means the period from the Reference Date until and including December 31, 2022 unless shortened by any of the events detailed in section 3.2 or extended in accordance with section 28 of this Lease.
- 1.2. All the provisions of this Lease shall be deemed and construed to be covenants and agreements as though the words specifically expressing or importing such covenants and agreements were used in each separate provision hereof.
- 1.3 For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires:

- (a) "Agreement" means this Agreement as from time to time supplemented or amended by one or more agreements entered into pursuant to the applicable provisions of this Agreement together with all other attachments to it and reference to a Part or a Section means the corresponding Part or Section of this Agreement;
- (b) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific terms or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
- (c) an accounting term not otherwise defined in this Agreement has the meaning assigned to it, and except as otherwise directed in this Agreement, every calculation to be made under this Agreement is to be made in accordance with GAAP;
- (d) except as otherwise expressly provided, all references to currency mean Canadian currency;
- (e) words in the singular include the plural and words importing a corporate entity include individuals and vice-versa;
- (f) unless otherwise indicated in this Agreement, words in this Agreement shall have the same meaning as words defined in the *Community Charter* or *Local Government Act*;
- (g) reference in this Agreement to a particular numbered paragraph, article or section, or lettered appendix is a reference to the correspondingly numbered paragraph, article, or section, or lettered appendix of this Agreement;
- (h) reference in this Agreement to an enactment is a reference to an enactment as defined in the *Interpretation Act* (British Columbia), and includes a reference to an enactment of the Regional District or Vernon as applicable;
- (i) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and
- (j) reference in this Agreement to a party is a reference to a party of this Agreement.

2.0 DEMISE

- 2.1. In consideration of the rents, covenants and agreements contained in this Lease on the part of Vernon to be paid, observed and performed, the Regional District does hereby demise and lease unto Vernon and Vernon does hereby take and rent, upon and subject to the conditions hereinafter expressed, the Leased Premises.
- 2.2. Vernon acknowledges and agrees that it has no greater interest in the Leased Premises than the Regional District has under the Landfill Lease. To the extent that any right or benefit conferred by this Agreement contravenes or is incompatible with the Landfill Lease, such right or benefit will be amended or modified so as not to contravene or be incompatible with the Landfill Lease.

3.0 TERM AND CONDITIONS

- 3.1. This Lease takes effect on the Reference Date and, subject to sections 3.2 and 3.3, shall continue in force until December 31, 2022, provided that this Lease may be extended in accordance with section 28 or otherwise renewed, amended or terminated in accordance with the provisions of this Lease, the *Community Charter* and the *Local Government Act*.
- 3.2. This Lease shall terminate before the end of the Term upon the occurrence of any of the following events which occur during the Term:
- (a) the Landfill Lease is terminated and the Regional District is unable to renew the Landfill Lease or purchase the Landfill Site;
 - (b) the termination of the FTC Agreement; or
 - (c) the written agreement of the parties.
- 3.3. This Agreement is subject to the following conditions being satisfied before December 31, 2012:
- (a) Publication of a Notice of Disposition under section 187 of the *Local Government Act*;
 - (b) Approval of the terms and conditions of this Agreement by the Regional District Board and Vernon Council;

and as these lease conditions are for the benefit of both parties, they may not be waived by either party. Further, each Party reserves the right to review its decision based on the results of the Notice of Disposition.

4.0 RENT

- 4.1. Vernon shall pay Rent in yearly instalments of One Dollar (\$1.00), which are to be paid on the Commencement Date, and annually on that date every year following during the Term of the Lease.

5.0 PAYMENT OF RENT

- 5.1. Vernon will pay to the Regional District, at the office of the Regional District, in lawful money of Canada, the Rent hereby reserved without any setoff, abatement or reduction whatsoever and at the times herein specified.
- 5.2. Any items that are usually adjusted between landlords and tenants shall be adjusted as at the Commencement Date and at the termination of the Term and the amount of any such adjustment shall be paid by the one party to the other party when such amount is determined.
- 5.3. Any sums, costs, expenses, or other amounts from time to time due and payable by Vernon to the Regional District under the provisions of this Lease, and whether or not expressed to be Rent or not, may at the option of the Regional District be treated as and be deemed to be Rent, in which event the Regional District will have all the remedies for the collection of such sums, costs, expenses, interest, or other amounts, if unpaid after demand, as in the case of Rent in arrears, but this stipulation shall not prejudice or affect any other remedy of the Regional District under this Lease.

6.0 TITLE AND CONDITION

- 6.1. The Leased Premises are leased subject to:
- (a) the statutory exceptions to title as set out in Section 23 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended from time to time;
 - (b) any state of fact which an accurate survey or physical inspection of the Leased Premises might show; and
 - (c) all applicable zoning regulations, rules and ordinances, building restrictions and other laws now in effect or hereafter adopted by an authority having jurisdiction.
- 6.2. Vernon acknowledges to the Regional District that Vernon has made a physical inspection of the Leased Premises and has found the same to be satisfactory for the purposes of Vernon. With the exception of the obligations of the Regional District contained herein, Vernon is leasing the Leased Premises on an "as is, where is" basis; and in particular, Vernon will be responsible for the maintenance, repair and administration of the Leased Premises in accordance with the provisions of this Lease and the FTC Agreement.

7.0 OBLIGATIONS OF VERNON

7.1. Vernon will, at its expense, undertake and complete the following work (the "Work") during the Term:

- (a) act as Manager of the FTC in accordance with the FTC Agreement;
- (b) repair, maintain and operate the Leased Premises and do all things in accordance with the Landfill Lease, the FTC Agreement and this Lease;
- (c) maintain all fixed assets of the Leased Premises in as good or better state of repair as existed at the Commencement Date;
- (d) maintain the exterior of the Leased Premises so as to control weeds and to ensure that the Leased Premises have an attractive and well-kept appearance;
- (e) maintain all existing fencing at the Leased Premises for which approval to remove has not been obtained;
- (f) make improvements to the Leased Premises provided such improvements are approved in writing by the Regional District; and
- (g) comply with all Regional District bylaws and regulations and all enactments.

7.2. In addition to the Work detailed in section 7.1 above, Vernon shall also:

- (a) investigate and respond to all complaints arising from FTC activities and operations;
- (b) ensure that the Regional District is reimbursed for any expenses relating to the Leased Premises for which Vernon, as Manager of the FTC under the FTC Agreement, should be responsible;
- (c) ensure that all expenses are paid, all invoices issued and all accounting and financial matters relating to the FTC are administered in accordance with the FTC Agreement.

7.3. Vernon shall not:

- (a) permit outdoor storage of materials or equipment unrelated to day to day operations of the Leased Premises;
- (b) remove trees, fences or other fixtures unless written permission is first obtained from the Regional District;
- (c) undertake improvements to the Leased Premises unless written permission is first obtained from the Regional District; or

- (d) do anything that is contrary to the Landfill Lease, this Lease or the provisions of the FTC Agreement.
- 7.4. The Work will be done in a good and workmanlike manner in accordance with all applicable building and zoning ordinances and all applicable laws, orders, rules, regulations and requirements of all federal, provincial and civic governments and agencies.
- 7.5. If required, the Regional District and Vernon agree that Vernon shall pay all costs associated with any survey field work and plan preparation which may be completed by a qualified British Columbia land surveyor identified by or agreed upon by Vernon, provided that they are acceptable to the Regional District, acting reasonably. Vernon shall also pay all costs associated with registration of this Agreement at the LTO.
- 7.6. Vernon acknowledges and agrees that it is aware of the passive venting of Landfill gases such as methane on the Landfill Site and it shall take all necessary precautions to avoid fires or other activities that may affect the Landfill gases or any activities carried on at the Landfill.

8.0 RIGHTS AND OBLIGATIONS OF THE REGIONAL DISTRICT

- 8.1. The Regional District, in its sole discretion, will retain the right to do the following with regard to the Leased Premises:
 - (a) access and use the FTC when necessary for use as an emergency operations centre;
 - (b) maintain and secure storage of emergency operations files, equipment and materials;
 - (c) at its own expense, install, operate and maintain utilities and telecommunications services in support of emergency operations for the Regional District;
 - (d) use and maintain FTC equipment and storage space necessary for the handling and distribution of emergency materials, including sandbags;
 - (e) access the Leased Premises and facilities at all times necessary to conduct environmental air, soil and water sampling, testing and remediation in, on or about the Leased Premises;
 - (f) access the Landfill at all times necessary through the Leased Premises;
 - (g) remove, install, place, replace, operate or maintain soils, landscaping, irrigation and other materials in, on or about the Leased Premises and to grade same as may be necessary for Landfill gas containment, groundwater or surface water drainage and/or capping, and proper closure of waste filled

areas within the Leased Premises; and

- (h) remove, install, place, replace, operate or maintain drainage catchment and discharge for the Leased Premises, except for oil/water separator clean out which shall remain the responsibility of Vernon.

9.0 COMPLIANCE WITH LAWS

- 9.1. Vernon will promptly comply with, observe and fulfil the provisions of all laws, by-laws, regulations, orders, rules and requirements of all authorities having jurisdiction over and which relate to the Leased Premises, and will observe and comply with the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the Leased Premises and any equipment used in connection therewith.
- 9.2. Vernon will not use or occupy the Leased Premises or any part thereof, or suffer or permit the same to be used or occupied, for any unlawful purpose, nor for any dangerous, noxious or offensive trade or business, nor for any purpose likely to cause any public or private nuisance or which will endanger the general public or neighbouring occupiers.
- 9.3. Vernon will procure and pay for all necessary permits, licenses and other authorizations, from time to time required for the Work.
- 9.4. Vernon will not suffer or permit any builder's liens, judgments or other liens, charges or other privileges of whatever nature to be registered against the Leased Premises or against title to the Landfill Site or any portion thereof, by reason of any work, labour, services or materials supplied or claimed to have been supplied to the Leased Premises or to Vernon or anyone having a right to possession of the Leased Premises or any part thereof and should any such lien or privilege be so registered, Vernon shall discharge the same forthwith, either by payment in full of such lien or privilege or by payment into court pursuant to the *Builders' Lien Act* or other applicable legislation, and if Vernon fails or neglects so to do within thirty (30) days of such registration, the Regional District may, but without obligation so to do, pay and discharge such lien or privilege. Vernon may commence legal action in the name of the Regional District in order to remove such a lien or privilege provided that Vernon shall indemnify and save the Regional District harmless from all costs and expenses related thereto.
- 9.5. Vernon will procure, maintain and pay for, or cause to be procured, maintained and paid for, full Workers' Compensation coverage in respect of all workers, employees, servants and others engaged in the Work or by Vernon or any payment similar thereto which in the future may be required to be paid by Vernon.

10.0 TAXES AND IMPOSITIONS

10.1. Vernon will pay, without duplication, during the Term when due:

- (a) taxes, rates, duties, assessments, whether municipal, school or otherwise, both general and special, now or hereafter levied, rated, assessed or imposed upon or in respect of the Leased Premises;
- (b) taxes which now or hereafter may be levied or assessed against or payable by the Regional District or Vernon on account of the leasing or use of the Leased Premises or any part thereof, including without limitation any value added tax, business transfer, multi-stage or other sales tax in respect of revenue received by the Regional District from leasing the Leased Premises save and except income taxes that are personal to the Regional District and taxes that are based on the capital of the Regional District;
- (c) all charges for water, sewer, gas, telephone, electricity and other utility and communication services used on or about the Leased Premises;
- (d) all license, inspection and like fees and charges now or hereafter required to be paid in connection with the operation of the business of Vernon from the Leased Premises.

10.2. Vernon shall forthwith pay each sum required to be paid by Vernon under Section 10.1., and within thirty (30) days after the due date of payment of each such sum, deliver to the Regional District evidence satisfactory to the Regional District of such payment, required by the Regional District, and if Vernon should fail to pay any such sum when the same is due, the Regional District may, but shall not be obliged to, pay the same without notice to Vernon.

11.0 INSPECTION

11.1. Upon reasonable notice to Vernon, it shall be lawful for the Regional District, its employees or agents during normal business hours during the Term to enter upon the Leased Premises for the purpose of inspecting the same, for the purpose of showing the Leased Premises to a prospective purchaser, or for any other purpose permitted under this Lease provided however that such inspections do not cause unreasonable disruption to the business of Vernon or the occupants of the Leased Premises.

12.0 REPAIR

12.1. Vernon will keep the Leased Premises in a reasonable state of repair and in a safe condition.

13.0 ALTERATIONS AND ADDITIONS

13.1. Vernon shall cause all alterations or additions to the Leased Premises to be done

in a good and workmanlike manner in accordance with the plans and specifications previously approved by the Regional District, such approval not to be unreasonably withheld, in accordance with all applicable building and zoning ordinances and all applicable laws, orders, rules, regulations and requirements of all federal, provincial and civic governments and agencies and will at Vernon's sole expense keep the Regional District indemnified by insurance in amounts and with companies satisfactory to the Regional District against all claims whatsoever arising out of such construction. Due to underground services, all modifications which require excavation will require approval of the Regional District, such approval will not be unreasonably withheld.

14.0 INSURANCE

- 14.1. Vernon will, during the Term, at Vernon's sole expense, maintain and keep in force comprehensive general liability insurance in amounts satisfactory to the Regional District (minimum \$5,000,000), for bodily injury, death and damage to the Leased Premises and will maintain or cause to be maintained by its contractors, contractors all risk insurance in amounts satisfactory to the Regional District, protecting the Regional District, the mortgagee, if any, and Vernon from such risks, together with any other policies of insurance as the Regional District may reasonably require. Vernon shall provide the Regional District with evidence satisfactory to the Regional District that the premiums on all such policies have been paid and that such policies are in full force and effect. All such policies shall provide that the insurer shall not have any right of subrogation against the Regional District and shall contain severability of interest and cross-liability clauses.
- 14.2. All contracts of insurance required to be maintained hereunder shall be in a form and for a period satisfactory to the Regional District, shall be written with companies approved by the Regional District and shall require at least thirty (30) days written notice to the Regional District of any cancellation or expiry thereof or change affecting the Regional District's coverage thereunder. Vernon shall procure renewals of all such insurance policies at least thirty (30) days before the expiration thereof and shall provide the Regional District with evidence satisfactory to the Regional District that the premiums on all such policies have been paid and that such policies are in full force and effect.
- 14.3. All contracts of insurance required to be maintained hereunder shall show the Regional District, Vernon and the mortgagee, if any, as insureds or loss payees, as their interests may appear and shall provide that the insurer shall not have a right of subrogation against the Regional District or Vernon on account of any loss in damage covered by such insurance or on account of payments made to discharge claims against or liabilities of the Regional District or Vernon covered by such insurance and shall contain a severability of interest and cross-liability clause.
- 14.4. Vernon hereby releases the Regional District from any and all liability for loss or damage caused by any of the perils against which Vernon shall have insured, or pursuant to the terms of this Lease is obligated to insure and Vernon hereby

covenants to indemnify and save harmless the Regional District from and against all manner of actions, causes of action, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to such loss or damage.

- 14.5. Vernon shall not violate or permit to be violated any of the conditions or provisions of any policy of insurance required to be placed or maintained by Vernon hereunder and Vernon shall so perform and satisfy the requirements of the insurers writing such policies.
- 14.6. If at any time Vernon shall fail to take out, pay for, or maintain any of the insurance policies provided for in this Lease or otherwise be in breach of its obligations under this Article, then the Regional District may, but shall not be obligated so to do, and without waiving or releasing Vernon from any obligation of Vernon in this Lease contained, effect any such insurance coverage and pay all premiums thereon, in such manner and to such extent as the Regional District may deem desirable, and in exercising such rights, may pay necessary and incidental costs and expenses. Vernon agrees that all sums so disbursed by the Regional District shall be payable by Vernon to the Regional District on demand.
- 14.7. The partial destruction or damage or complete destruction by fire or other casualty of any of the Improvements shall not terminate this Lease or entitle Vernon to surrender possession of the Leased Premises or to demand any abatement or reduction of the Rent or other charges payable under this Lease, any law or statute now or in the future to the contrary notwithstanding.

15.0 INDEMNITY

- 15.1. Unless caused by the negligence or wilful act of the Regional District or another person for whom the Regional District is responsible in law, Vernon shall indemnify and save the Regional District harmless from any and all liabilities, damages, costs, suits, actions and expenses arising out of:
- (a) any breach, violation or non-performance of any covenant, condition or agreement contained in this Lease to be performed by Vernon or any liability for perils against which Vernon is obliged to insure pursuant to this Lease;
 - (b) any damage to Leased Premises of Vernon, sub-tenant, licensee and all persons claiming through or under them or damage to any Leased Premises howsoever occasioned as a result of the use and occupation of the Leased Premises;
 - (c) any injury to person or persons including death, occurring in or about the Leased Premises or other areas adjacent to the Leased Premises; and
 - (d) any claims made with respect to the FTC operations.

Such indemnification shall survive the termination of this Lease. If a claim, action or proceeding is brought against the Regional District, Vernon, upon notice from

the Regional District, at Vernon's cost will defend such claim or action.

16.0 ENVIRONMENTAL CONTAMINANTS

- 16.1. Vernon will not store, manufacture, dispose, treat, generate, use, transport, remediate, or release Environmental Contaminants on or from the Leased Premises (including water lot lease areas accessed) except in compliance with all Environmental Laws.
- 16.2. If Vernon has knowledge or has reasonable cause to believe that any Environmental Contaminant has come to be located on, under or about the Leased Premises in contravention of any Environmental Laws, Vernon will, upon discovery of the presence or suspected presence of any such Environmental Contaminant, give written notice of that condition to the Regional District.
- 16.3. If the Regional District, in its sole discretion, believes that the Leased Premises or environment have become contaminated with any Environmental Contaminant in contravention of any Environmental Laws, the Regional District, in addition to its other rights under this Lease, may enter upon the Leased Premises and obtain samples from the Leased Premises for the purpose of analysing the same to determine whether and to what extent the Leased Premises and environment have become so contaminated. To the extent that such contamination is found and that such contamination was caused by Vernon or those for whom it is at law responsible, Vernon will reimburse the Regional District for the costs of such inspection, sampling and analysis.
- 16.4. Vernon will indemnify the Regional District and its shareholders, directors, officers, employees, agents, permitted subtenants, successors and permitted assigns from any and all liabilities, actions, damages, claims, remediation costs, losses, fines, penalties and other expenses, including any and all environmental or statutory liability for remediation, all legal and consultant fees and expenses and the cost of remediation of the Leased Premises or the Landfill Site arising from the breach or non-compliance by Vernon of its obligations contained in this section 16.0. The indemnity of Vernon under this Section 16.4 will survive the expiry or early termination of this Lease.

17.0 ASSIGNING AND SUBLETTING

- 17.1. Vernon may not assign its interest in this Lease. Vernon may enter into subleases of this Lease, subject to the consent of the Regional District.

18.0 ESTOPPEL CERTIFICATES

- 18.1. The Regional District or Vernon shall upon receiving not less than fourteen (14) days written notice from the other, execute and deliver to the other a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications) the dates to which the Rent has been paid and that

so far as the maker of the certificate knows the party who requests the certificate is not in default under any provisions of this Lease (or if in default, the particulars thereof).

19.0 DEFAULTS AND REMEDIES

19.1. If and whenever:

- (a) Vernon shall default in the performance or observance of any of the other agreements, terms, covenants or conditions herein on Vernon's part to be performed or observed and such default shall continue for a period of fourteen (14) days after notice thereof by the Regional District to Vernon or if such default cannot reasonably be cured within such fourteen (14) day period and Vernon shall not in good faith have commenced to cure the same within such fourteen (14) day period or shall not diligently proceed therewith to completion; or
- (b) Vernon files in any court a petition in bankruptcy or insolvency or for any reorganization or for the appointment of a receiver or trustee of all or a portion of Vernon's Leased Premises or if Vernon seeks the protection of any legislation for insolvent debtors or if there is filed against Vernon in any court a petition in bankruptcy or insolvency or for reorganization of Vernon or for the appointment of a receiver or trustee of all or a portion of Vernon's Leased Premises and within thirty (30) days after the commencement of any such proceedings against Vernon such petition shall not have been dismissed; or
- (c) Vernon makes a general assignment for the benefit of its creditors; or
- (d) Vernon shall abandon the Leased Premises; or
- (e) any execution or attachment shall be issued against the Leased Premises, and such execution or attachment shall not be set aside, vacated or discharged in a manner satisfactory to the Regional District within thirty (30) days after the issuance of such execution or attachment; or
- (f) Vernon shall fail to keep, perform or observe any of the obligations, agreements, conditions or provisions contained in any mortgage by Vernon in whole or in part and such failure shall continue for, or shall not

be remedied by Vernon, within the period granted by the notice of default given by the mortgagee of Vernon in accordance with the provisions of such mortgage;

then the Regional District may re-enter upon the Leased Premises whereupon this Lease and the Term hereof as well as all right, title and interest of Vernon

hereunder shall forthwith terminate provided however that such termination shall be wholly without prejudice to the right of the Regional District to recover arrears of Rent and damages for any antecedent breach of covenant on the part of Vernon.

- 19.2. The Regional District, in addition to any other rights hereby reserved, shall, if Vernon is in default hereunder, have the right to enter the Leased Premises as agent of Vernon, and may re-lease or sublet as Vernon's agent, the Leased Premises or any part thereof and to apply the proceeds of such re-leasing or subletting on account of Rent due or in satisfaction of the breach of any covenant or agreement herein contained and Vernon shall remain liable for any deficiency together with the Regional District's expenses of retaking and reletting the Leased Premises including legal fees as between solicitor and his own client and the Regional District shall be entitled to recover from Vernon Rent due for the remainder of the Term in the event the Regional District has not so relet or if the Regional District has relet the Leased Premises to recover from Vernon the difference in rent payable by any new tenant of the Leased Premises for the balance of the Term and that required to be paid by Vernon pursuant to this Lease for the balance of the Term and that the Term shall not cease and Vernon agrees to pay such amount as so determined promptly on demand.
- 19.3. The remedies of the Regional District specified in this Lease are cumulative and are in addition to any remedies of the Regional District at law or in equity. No remedy shall be deemed to be exclusive and the Regional District may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity.

20.0 REGIONAL DISTRICT'S PERFORMANCE OF VERNON'S COVENANTS

- 20.1. In the event of default by Vernon in the performance of any of its obligations hereunder other than the payment of Rent the Regional District may perform the same and the amount of any expenditures made by the Regional District in connection therewith, including reasonable legal costs on a solicitor and own client basis, shall be deemed to be Rent payable hereunder and shall be reimbursed to the Regional District by Vernon on demand. The Regional District shall however be under no obligation to remedy any default of Vernon and shall not incur any liability to Vernon for any act or omission in the course of its curing or attempting to cure any such default.

21.0 WAIVER

- 21.1. The failure of the Regional District to insist in any one or more cases upon the strict performance of any of the terms, covenants or conditions of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment of such term, covenant, condition or option. A receipt by the Regional District of Rent with knowledge of the breach of any of the terms, covenants or conditions hereof shall not be a waiver of such breach and no waiver by the Regional District of any provision of this Lease shall be deemed to have

been made unless in writing and signed by the Regional District.

22.0 QUIET ENJOYMENT

- 22.1. The Regional District covenants that upon Vernon paying the Rent hereby reserved and performing and observing the covenants herein on its part contained Vernon shall and may quietly possess and enjoy the Leased Premises for the Term hereby granted without any interruption or disturbance from the Regional District or from any other person or persons lawfully claiming by, from or under it.

23.0 NET LEASE

- 23.1. It is the intention of the parties hereto that this Lease shall be a net lease and that the Rent to be paid to the Regional District hereunder shall be net to the Regional District and shall yield to the Regional District the entire Rent during the full Term of this Lease and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises whether or not herein referred to and whether or not of a kind now existing or within the contemplation of the parties hereto shall be paid by Vernon.

24.0 USE OF LEASED PREMISES

- 24.1. Vernon may use the Leased Premises for all uses permitted by the FTC Agreement and as otherwise agreed by the Regional District and in accordance with all applicable zoning bylaws and any other applicable laws or ordinances.

25.0 VERNON'S OVERHOLDING

- 25.1. If at the expiration of the Term of this Lease Vernon shall overhold for any reason, its tenancy thereafter shall be from month to month only and shall be subject to all the terms and conditions of this Lease, except duration, in the absence of a written agreement to the contrary.

26.0 SURRENDER OF LEASE

- 26.1. At the end of the Term, whether by earlier termination or lapse of time, Vernon shall surrender the Leased Premises to the Regional District in the condition in which they were required to be kept by Vernon under the provisions of this Lease.
- 26.2. Vernon will retain the right to remove equipment, fixtures or improvements which are of the nature of usual tenants' fixtures, provided that Vernon shall not remove any equipment, fixtures or improvements acquired, constructed, installed or purchased pursuant to the FTC Agreement on behalf of the parties to the FTC Agreement. Vernon shall make good any damage to the Improvements caused by

any removal of Vernon's equipment, fixtures or improvements.

27.0 DISPUTE RESOLUTION

27.1. Any dispute between the parties in connection with any of the terms and conditions of this Agreement or any of the transactions contemplated herein will be submitted following the procedure set out below to mediation, and failing successful mediation, to arbitration, and no party will pursue any remedy, or action in any other court or jurisdiction except as provided in this Agreement:

- (a) the parties to the dispute will attempt to resolve any dispute by mediated negotiation and will use their best efforts to agree on the choice of a mediator;
- (b) if a dispute arises which cannot be resolved by mediation within thirty (30) days after one party notifies the other of an intention to mediate the dispute, then the dispute shall be referred to and finally resolved by arbitration. The arbitration shall be conducted pursuant to the Domestic Commercial Arbitration Rules of Procedure of the British Columbia International Commercial Arbitration Centre ("BCICAC"). The arbitration shall be administered by the BCICAC. The number of arbitrators shall be one (1). The place of arbitration shall be Vancouver or Richmond, British Columbia;
- (c) the arbitrator will not have the power to grant provisional or conservatory measures including injunctions, restraining orders and specific performance, and each party reserves its rights to apply for such remedies to any ordinary court of competent jurisdiction, in which case such party may apply directly to such court without complying with this Section 27.1; and
- (d) each party to an arbitration conducted pursuant to this Agreement will accept as final and binding, and proceed in good faith diligently to implement the award or decision of the arbitrator.

27.2. Each party shall bear its own costs, expenses and legal fees incurred or to be incurred in connection with any mediation or arbitration conducted in accordance with Section 27.1. The parties agree to split equally the costs of any mediator appointed pursuant to Section 27.1(a) and any arbitrator appointed pursuant to Section 27.1(b).

28.0 EXTENSION OF LEASE TERM

28.1. The parties hereby agree that the Term of this Lease may be extended by the written agreement of the parties upon all of the covenants, agreements, conditions, and provisos contained in this Lease and subject to the approval of the Lessor pursuant to the terms and conditions of the Landfill Lease.

- 28.2. Upon the extension of the Lease Term pursuant to Section 28.1, the definition of Term in sub clause 1.1.(s) of this Lease Agreement shall be amended to include such extension.

29.0 NOTICES AND DEMANDS

- 29.1. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if delivered:

to the Regional District at:

Regional District of North Okanagan
9848 Aberdeen Road
Coldstream, B.C., V1B 2K9

Attention: Corporate Officer
Facsimile No.: (250) 550-3701

to Vernon at:

The City of Vernon
3400 - 30th Street,
Vernon, British Columbia,
V1T 5E6

Attention: Corporate Officer
Facsimile No.: (250) 550-3525

provided however that such addresses may be changed upon written notice thereof delivered to the other party.

30.0 INDEPENDENT COVENANTS

- 30.1. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

31.0 NO PARTNERSHIP OR JOINT VENTURE

- 31.1. This Lease is not intended nor shall it be construed to create the relationship of either a partnership or a joint venture between the Regional District and Vernon.

32.0 FURTHER ASSURANCES

- 32.1. The Regional District or Vernon will forthwith from time to time execute and do or cause to be executed and done all deeds, documents, acts and things which in the reasonable opinion of the legal advisors of the Regional District or Vernon are necessary or advisable for the better giving and performing of the terms and conditions of this Lease.

33.0 SUCCESSORS AND ASSIGNS

- 33.1. The word "Regional District" and "Vernon" and "Province" wherever they occur in this Lease shall mean and extend to the Regional District, Vernon and the Province respectively, and their successors and permitted assigns.

34.0 ENTIRE AGREEMENT

- 34.1. This Lease contains the entire agreement between the Regional District and Vernon and cannot be amended or terminated orally but only by an instrument in writing executed by the parties.
- 34.2. This Agreement and all subsequent amendments to this Agreement are only binding on the Parties if in writing and executed by authorized signatories for the Parties and if executed copies have been delivered to each Party. It is a condition precedent to this Agreement and all obligations of the Parties that the Province consents to this Agreement. The Parties agree to use their commercially reasonable efforts to obtain the consent of the Province to this Agreement, and to provide all such information and assurances (other than third-party guarantees or covenants or additional security) as the Province may reasonably require in this regard.

35.0 GOVERNING LAW

- 35.1. This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and the parties hereto each agree to attorn to the jurisdiction of the courts of the Province of British Columbia.

IN WITNESS WHEREOF the Regional District and Vernon have executed this Lease the day and year first above written.

THE REGIONAL DISTRICT OF
NORTH OKANAGAN, by its
authorised signatories:

Authorized Signatory:

)
)
)
)
)
)
)
)
)
)

_____)
)
Authorized Signatory:_____)

THE CITY OF VERNON, by its)
authorised signatories:)

_____)
)
Authorized Signatory:_____)

c/s

_____)
)
Authorized Signatory:_____)

SCHEDULE "A"
LEASED PREMISES

SCHEDULE "B"

LANDFILL LEASE

Schedule "B"



Our File: 3402197
Your File: 5374.08.8

December 8, 2014

Regional District of North Okanagan
9848 Aberdeen Rd
Coldstream BC V1B 2K9

Attention David Sewell:

Enclosed is an originally executed copy of Lease Number 347347 covering Lot 1, Plan 6531 except Plan 40117 and Lot 1, Plan 13751 both of Section 25, Township 9, Osoyoos Division Yale District and containing 14.3 hectares.

The Lease is issued in your name for a term of 30 years commencing May 9, 2014, for landfill reclamation and associated community use purposes.

This Lease replaces Lease Number 331818 which has been noted as expired.

Attached is a copy of your Management Plan for your convenience.

Please ensure that this document is kept in a safe location, as it must be presented to this office for assignment, should the interest be transferred or sold.

Should you have any questions regarding this matter, please contact Brenda Christian at the telephone number or e-mail address listed below.

Yours truly,

Jill Hay
Licensing Clerk

Attachment

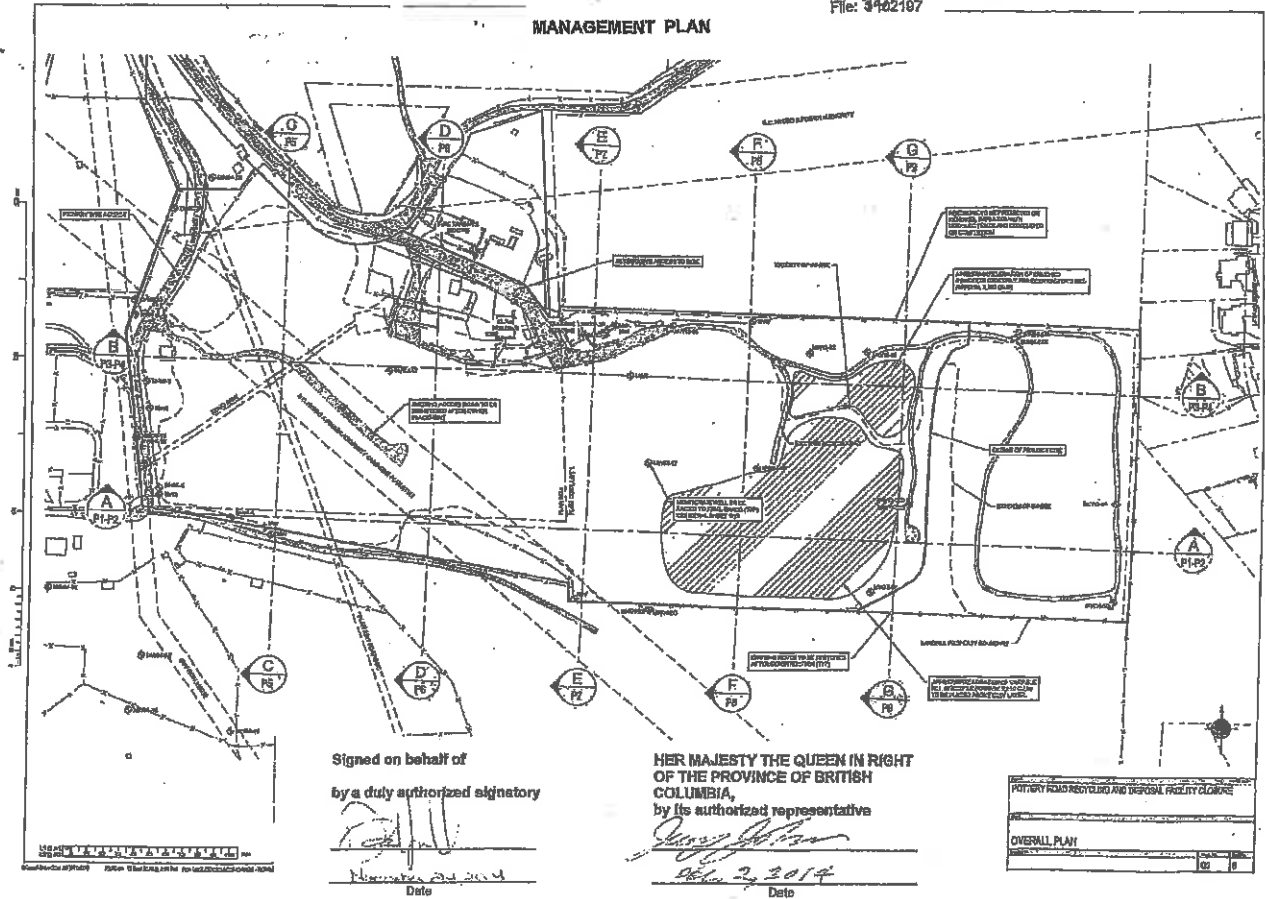
pc: B.C. Assessment Authority, Kelowna
City of Vernon, 3400 30th St. Vernon, BC V1T 5E6



REGIONAL DISTRICT OF
NORTH OKANAGAN

File: 3402107

MANAGEMENT PLAN





LEASE

Lease No.:

347347

File No.: 3402197

Disposition No.: 906183

THIS AGREEMENT is dated for reference May 9, 2014 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

REGIONAL DISTRICT OF NORTH OKANAGAN
9848 Aberdeen Rd
Coldstream BC V1B 2K9

(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this lease;

"Commencement Date" means May 9, 2014;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Hazardous Substances" means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"Land" means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled "Legal Description Schedule" except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

"Management Plan" means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

"Rent" means the rent set out in Article 3;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

"Term" means the period of time set out in section 2.2;

"we", "us" or "our" refers to the Province alone and never refers to the combination of the Province and the Lessee; that combination is referred to as **"the parties"**; and

"you" or "your" refers to the Lessee.

- 1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board

directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

- 1.14 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the Land for landfill reclamation and associated community use purposes, as set out in the Management Plan.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - RENT

- 3.1 The Rent for the Term is \$1.00, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
 - (i) the Rent to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
 - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
 - (c) observe, abide by and comply with

- (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
- (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another disposition or in connection with the use of Land apart from this Agreement, unless you obtain our prior written approval;
- (k) dispose of refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (l) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material

on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;

- (m) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (n) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (o) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
 - (iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (iv) restore the surface of the Land as nearly as may reasonably be possible, to the

condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or

(d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

4.7 We will provide you with quiet enjoyment of the Land.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments

other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;

- (c) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, by way of easement, right of way or statutory right of way, to any person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us, execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way;
- (d) for the purpose of subsection (c), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would have a material adverse impact on your use of the Land under this Agreement;
- (e) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (f) if a proposed disposition under subsection (c) will not have a material adverse impact on your use of the Land under this Agreement you must not require any payment, whether as compensation or any other charge, as a condition of your consent to that disposition;
- (g) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (h) any interference with your use of the Land under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsection (a), (b) and (c) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (i) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection

- (b), or any other applicable enactment;
- (j) this Agreement is subject to the prior rights of the holder of the right of ways granted to BC Hydro for powerline purposes as defined on Plan C15403, Charge X99770; Plan A1144, Charge 45302E; Plan A952, Charge 45683E, on file in the Kamloops Land Title Office, Title: KB13940, PID: 003-965-023;
- (k) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (l) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(o)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(o)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(o)(iii); and
- (m) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
- (b) be in the form required by us; and
- (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Rent and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified

copies of the required insurance policies.

- 6.7 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 6.6(a); and
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;
- and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.
- 6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 6.9 You waive all rights of recourse against us with regard to damage to your own property.
- 6.10 Despite sections 6.6 and 6.7, your obligations under those sections are suspended for so long as we in our sole discretion acknowledge our acceptance to you in writing your alternative risk financing program in respect of the matters covered by those sections.
- If, in our sole discretion, your alternative risk financing program in respect of the matters covered by sections 6.6 and 6.7 is no longer acceptable to us, we will provide written notice to you and you must, within 60 days of such notice, obtain and provide to us evidence of compliance with section 6.6 of this Agreement.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

- 8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.
- 8.3 You agree with us that
- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
 - (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:
- to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
441 Columbia Street
Kamloops BC V2C 2T3;

to you

REGIONAL DISTRICT OF NORTH OKANAGAN
9848 Aberdeen Rd
Coldstream BC V1B 2K9;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent

to the sublease, assignment or transfer of this Agreement.

- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or provincial enactment or law to the Land;

- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
 - (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
 - (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
 - (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA
by the minister responsible for the *Land Act*
or the minister's authorized representative



Minister responsible for the *Land Act*
or the minister's authorized representative

Lease

347347

File No.: 3402197

Disposition No.: 906183

SIGNED on behalf of REGIONAL DISTRICT OF NORTH OKANAGAN
by its authorized signatories


Authorized Signatory

David Sewell
Chief Administrative Officer


Authorized Signatory

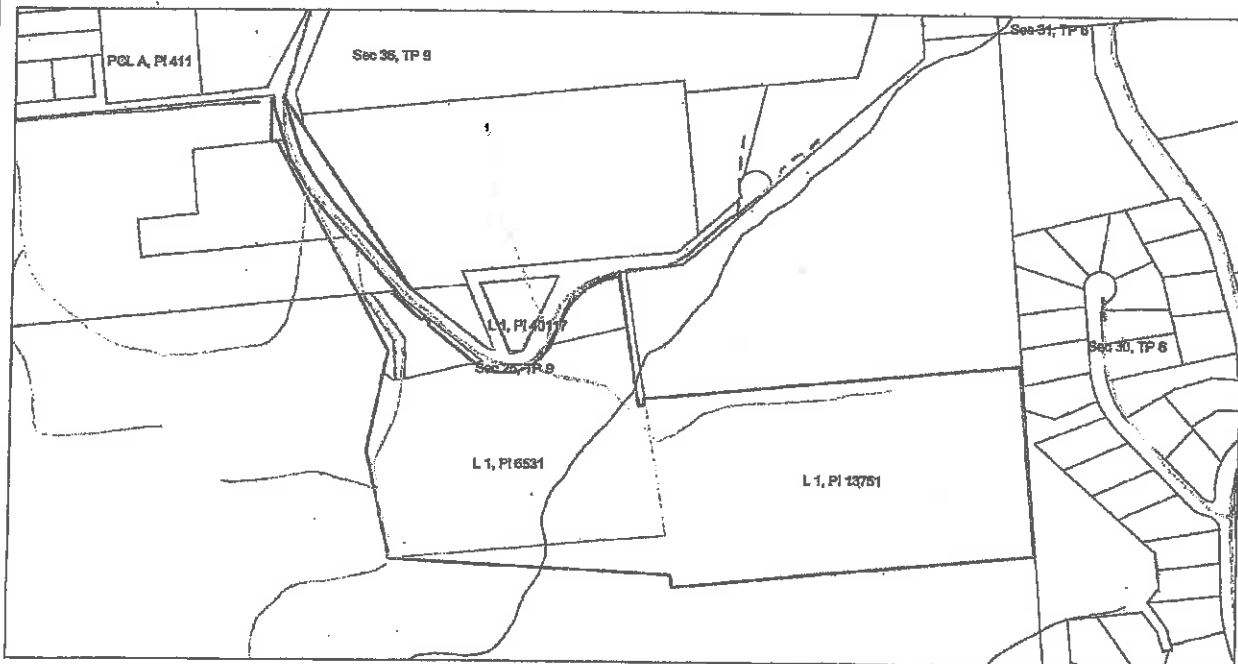
RICK FAIRBAIRN
VICE CHAIR

Lease

Legal Description Schedule

File No.: 3402197
Disposition No.: 908183

Lot 1, Plan 8531 and Lot 1, Plan 13751 both of Section 25, Township 9, Osoyoos Division of Yale District and containing 14.3 hectares



Scale: 1:5,000
BCGS Mapsheet(s): 82L.024



Community/Institutional- sanitary landfill-community use

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Appendix "B"

APPENDIX "B"

PARTICIPATING INTEREST AND COST APPORTIONMENT

Each year during the Term of this Agreement, each Party's Participating Interest and cost apportionment for the Services Operating and Maintenance Costs and the Capital Costs, as applicable, shall be the assessed value of its fire protection area as of December 31st in the preceding year, as determined by the British Columbia Assessment Authority, as a percentage of the total assessed value of all of the Parties' fire protection areas as of the same date.

Appendix "C"

APPENDIX "C" - ASSETS

Asset Name	Description	2012 # of Units
AED Trainer	LifePark 500T	1
Air Compressor, Industrial	Eagle C4160V1	1
Air Compressor/Regulator Panel	IMAR J-3600/IMAR J-5000-R (Purchased Used)	1
Akron Nozzle	1 1/2" Assault 4815	2
Akron Nozzle	1 1/2" Assault 4820	1
Akron Nozzle	1 3/4" Turbojet 1722P	2
Akron Nozzle	1 3/4" Turbojet 1723	1
Akron Nozzle	2 1/2" Turbojet 1725	2
Akron Nozzle	1 1/2" Turbojet 1715	5
Akron Nozzle	1 1/2" Turbojet 1720	2
Akron Nozzle	1 3/4" Saberjet 1520	2
Akron Nozzle	1 3/4" Saberjet 1533	1
Akron Nozzle Halide	Turbo Jet Nozzle 1 1/2"	1
Assorted Firefighting Tools	Axes, Picks, Poles, Flashlights	4
Assorted Maintenance Tools	Wrenches, Saws, Hammers	1
Bobcat	S250 Turbo serial number 526011963 plus forks/bucket	1
Book Shelf	6' x 30" particle board	1
Book Shelf	Particle board with metal frame	5
Bobcase	Metal 6' box	1
Cabinet	3' 2 door-maple color	1
Cabinet	12' x door-maple color	1
Chain Saw	Poulan Fire Pro 455	1
Chair	Office Guest, black fabric, maple color	1
Chair	Swivel	1
Chairs	Black Vinyl/chrome	5
Chairs	Swivel Office Chairs with arms	2
Coat Rack	1	1
Coffee Carafe	Bunn Thermal pump dispenser carafe	2
Coffee Maker	Bunn 2 pot	1
Confined Space Training Equipment	Assorted CSE training equipment	1
Copier	Canon Image Runner 2020i	1
CPR Manikin, Laerdal	Adult	16
CPR Manikin, Laerdal	Child	2
CPR Manikin, Laerdal	Infant	12
Desk	Straight	2
Desk	L shaped with 3 drawer cabinet	4
Display Board	2 fold blue/grey felt folding display board with cases	7
Drill Press	Mastercraft drill press	1
Dryer	Electric	1
DVD Player	Memorex DVD player	1
DVD Player	LG	1
Engine/Pumper	King Seagrave 850, 1980 Ford (Purchased Used)	1
Extinguisher, Hal Station	Getz Vacu-Fill System SV50PR	1
File Cabinets	Metal 36" 3 drawer	3
File Cabinets	Letter	4
File Cabinets	3' 2 x drawer - maple color	1
File storage trays	14	6
Fire Extinguishers	General 10-lb dry chemical	66
First Aid Bed	Built in bed with foam mattress	1
First Aid Room	Oxygen bottles	6
First Responder Bag, complete	Emergency Medical Supplies, Trauma Kit inventory	6
Flip Chart	Flip Charts adjustable, with whiteboard	3
Fog Horn	Akron 3005	1
Fridge	Whirlpool	1
Gate Valve	2 1/2" Haskra	2
Gate Wye	Akron 2561	5
Hand Cart	Hand Cart	1
Hose (50' lengths)	1 1/2" Standard (New)	6
Hose (50' lengths)	1 3/4" Hi Combat (New)	2
Hose (50' lengths)	2 1/2" Standard (New)	1
Hose (50' lengths)	High Volume	1
Hutch	5' 4" cupboard	4
Hutch	4' 2" cupboard	1
Ladder	24' Extension	3
Ladder	35' Extension	1
Ladder	12' Single	3
Microwave Oven	Danby	1
Office Dividers	Metal frames with fabric	11
Pallet Jack	Collet Jack	1
Paper Shredder	SPL 5-300-d	1
PC	Cisco	1
Pipe Threading	Pipe threading stand and hand tools	1
Projector	Digital Sanyo Pro Extra	1

APPENDIX "C" - ASSETS

Projector	Overhead projector 3M	2
Projector Screens	Pull down/retractable screens	24
Radios	Icom IC-F3011	12
Radios	Icom IC-F3021T	1
Radios	Icom IC-F50	1
Receiver	Technics Receiver	1
Receiver	Sony	1
Saw	Dewalt Sliding Mitre Saw	1
SCBA	Scott 2.2 (Purchased Used)	28
SCBA	Cylinder 2.2 (Aluminum) (Purchased Used)	80
SCBA	Cylinder 2.2 (Composite) (Purchased Used)	n/a
SCBA	Spine Regulator	5
SCBA Face Piece	AV3000 (large) (Purchased Used)	8
SCBA Face Piece	AV3000 (small)	7
SCBA Face Piece	AV3000 (medium)	12
SCBA Face Piece	AV3000 (large) E	1
SCBA Pass Alarm	Pass Alarm	4
SCBA Pass Alarm	Super Pass III (new 2011)	8
Screen	1/3 19" flat	1
Security System	Cameras	5
Security System	PC	1
Security System	15" screen	1
Security System	Power supply	1
Shelf	4' x shelf adjustable maple color	3
Shop Vac	4.5	1
Shop Vac	6.5	1
Speaker	Logtec	2
Stand	Water Bottle Rack 3x shelf	2
Storage Rack	4' high	8
Tables	Folding at 3'	4
Tables	Folding at 5'	17
Tool Cabinet	Rolling tool cabinet 2 parts	1
Turnout gear	firefighter bunker gear	2
TV	32" Zenith	1
TV	36" LG FlatScreen attached to wall	1
TV cabinet	Rolling 1x drawer, 1x shelf, 1x drawer maple color	1
Vacuum Cleaner	Dirt Devil Upright	1
Ventilation Fan	Unifire DS-4PP-GS180 5.5 HP Honda	1
Voice Amplifier	Scott (for AV3000)	5
Washing Machine	Frigidaire front load	1
Water Cooler	n/a	1

SCHEDULE A TO
INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

THIS AGREEMENT dated for reference the 1st day of January, 2013.

AMONG:

CITY OF VERNON, a municipal corporation incorporated under the *Local Government Act*, 3400 - 30th Street, Vernon, British Columbia, V1T 5E6

("Vernon")

AND:

DISTRICT OF COLDSTREAM, a municipal corporation incorporated under the *Local Government Act*, 9901 Kalamalka Road, Coldstream, British Columbia, V1B 1L6

("Coldstream")

AND:

VILLAGE OF LUMBY, a municipal corporation incorporated under the *Local Government Act*, Box 430, 1775 Glencaird Street, Lumby, British Columbia, V0E 2G0

("Lumby")

AND:

TOWNSHIP OF SPALLUMCHEEN, a municipal corporation incorporated under the *Local Government Act*, 4144 Spallumcheen Way, Spallumcheen, British Columbia, V0E 1B6

("Spallumcheen")

AND:

CITY OF ARMSTRONG, a municipal corporation incorporated under the *Local Government Act*, Box 40 Armstrong, British Columbia, V0E 1B0

("Armstrong")

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

AND:

CITY OF ENDERBY, a municipal corporation incorporated under the *Local Government Act*, Box 400, Enderby, British Columbia, V0E 1V0

("Enderby")

AND:

REGIONAL DISTRICT OF NORTH OKANAGAN, a regional district incorporated under the *Local Government Act*, 9848 Aberdeen Road, Coldstream, British Columbia, V1B 2K9

("RDNO")

GIVEN THAT:

- A. Section 14 of the *Community Charter* provides that two or more municipalities may establish an inter-municipal scheme in relation to one or more matters for which they have authority under the *Community Charter* or the *Local Government Act*;
- B. Section ~~263476~~ of the *Local Government Act* provides that a regional district may by resolution or bylaw of its board of directors, enter into agreements with a public authority respecting activities, works or services within the powers of a party to the agreement, other than the exercise of regulatory authority, including agreements respecting the undertaking, provision and operation of activities, works and services;
- C. The Parties to this Agreement recognize the need for firefighting training and exercises to prepare and train firefighters to respond effectively and safely to a wide array of emergency incidents and so the Parties wish to share the costs of the fire training Services to realize economies of scale and to provide a well-equipped and well managed training operation;
- ~~D. The Existing Services are currently provided by the RDNO for the Parties' staff and volunteers at the Fire Training Centre located at 300 Pottery Road, Vernon, British Columbia;~~
- ~~E. The Parties have identified a new model for the delivery of the Services that would provide cost savings and more effective delivery of the Services to the Parties and as such, they propose to enter into this Agreement;~~
- F.D. Each of the municipal Parties has enacted an Intermunicipal Fire Training Centre Services Bylaw under section 14 of the *Community Charter* and the RDNO has enacted an Intermunicipal Fire Training Centre Services Bylaw under section

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

~~263476~~ of the *Local Government Act* to establish an inter-municipal scheme in relation to the Fire Training Centre Services defined in the Intermunicipal Fire Training Centre Services Bylaw;

THIS AGREEMENT WITNESSES that in consideration of their mutual covenants and agreements, and the payment by each Party of ten (\$10.00) dollars to each of the other Parties, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties covenant each with the others as follows:

PART 1 DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement,

- (a) "Account" means the Services Account established under Section 6.1;
- (b) "Assets" means all property and assets, present and future, of every nature whatsoever whether real or personal, corporeal or incorporeal, owned or rented by the Parties or possessed or rented on behalf of the Parties, in each case for the purposes of the Services as listed on an inventory by the Committee, whether in the name of any of the Parties or the Services, subject to sections 2.6 and 2.7 and shall include all of those assets detailed in Appendix "C";
- (c) "Available Cash" means the amount by which cash on hand or on deposit with banks and other financial institutions, and the realizable value of short-term investments not otherwise pledged or required to be maintained as collateral or otherwise committed for the purpose of the Services, any of which is held by or on behalf of the Services, exceeds all unpaid cheques issued on and every overdraft in an Account;
- (d) "Board" means the FTC Policy Board established under section 4.12;
- (e) "Borrowing" means indebtedness, liabilities and obligations incurred on account of funds borrowed by or on behalf of the Parties for the Services;
- (f) "Business Day" means any day except Saturdays, Sundays and statutory holidays in effect in British Columbia;

(g) "Bylaw" means "means the Intermunicipal Service and Regulation Bylaws adopted by each of the Parties under section 14 of the Community Charter as follows:

~~(g) the Intermunicipal Fire Training Centre Services Bylaw, adopted by each~~

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

~~of the Parties as follows, as amended from time to time:~~

- (i) Intermunicipal Fire Training Centre Services Bylaw No. 5395 adopted by the Council of the City of Vernon on November 26, 2012;
 - (ii) Intermunicipal Fire Training Centre Services Bylaw No. 1620, adopted by the Council of the District of Coldstream on November 26, 2012;
 - (iii) Intermunicipal Fire Training Centre Services Bylaw No. 741, adopted by the Council of the Village of Lumby on November 19, 2012;
 - (iv) Intermunicipal Fire Training Centre Services Bylaw No. 1832, adopted by the Council of the Township of Spallumcheen on December 3, 2012;
 - (v) Intermunicipal Fire Training Centre Services Bylaw No. 1727, adopted by the Council of the City of Armstrong on November 13, 2012;
 - (vi) Intermunicipal Fire Training Centre Services Bylaw No. 1512, adopted by the Council of the City of Enderby on December 3, 2012; and
 - (vii) Intermunicipal Fire Training Centre Services Bylaw No. 2557, adopted by the Board of the Regional District of North Okanagan on January 2, 2013.
-
- (h) "CAO" means the person with the title of Chief Administrative Officer or acting in that capacity employed by each Party and shall also include the RDNO General Manager of Electoral Area Services;
 - (i) "Capital Costs" means expenditures incurred or accrued by or on behalf of the Services for the account and benefit of the Parties for or in connection with the acquisition or construction of fixed or capital assets which are required to be recorded as increases in fixed or capital assets in accordance with GAAP and includes such costs incurred or accruing during the Term of this Agreement;
 - (j) "Capital Financial Plan" has the meaning given to it in section 7.6;
 - (k) "Committee" means the FTC Operations Committee established under section 4.1;

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

- (l) "Community Charter" means the *Community Charter*, ~~S.B.C. 2003~~SBC 2003, c. 26, as amended or re-enacted from time to time;
- (m) "Costs" means the Operating and Maintenance Costs and the Capital Costs as apportioned in Appendix "B" and referred to in section 6.5;
- (n) "Event of Default" means one of the events described in section 11.1;
- ~~(o) "Existing Services" means the fire training services formerly administered and operated by the RDNO for the Parties and existing as of the date of this Agreement in accordance with practices and agreements and the RDNO's service establishment bylaw existing as of the date of this Agreement;~~
- ~~(p) "Financial Plan" means the Operating and Maintenance Financial Plan and Capital Financial Plan;~~
- ~~(o) _____~~
- ~~(p) "Fire Chiefs" means the chiefs of each Party's Fire Department;~~
- ~~(q) "Firehall" means a building, structure or other area set aside for storage of firefighting apparatus and equipment and from which firefighters are dispatched to fight fires;~~
- ~~(q) "Fire Department" means an organization providing rescue, fire suppression, and related activities;~~
- (r)(q) "Force Majeure" means an act of God, act of Canada's enemies, sabotage, war, blockades, insurrections, riots, epidemics, lighting, earthquakes, floods, storms, fires, washouts, nuclear and radiation activity or fall out, arrests and distrains of rulers and people, civil disturbances, explosion, expropriation, or any act, omission or event whether of the kind enumerated in this definition or otherwise not within the control of a Party, which by the exercise of reasonable due diligence, the Party could not have prevented;
- (s)(r) "FTC" means the Fire Training Centre and appurtenances and lands located at 300 Pottery Road, Vernon, British Columbia;
- (t)(s) "GAAP" means the generally accepted accounting principles (including the methods of application of the principles) established by the ~~Canadian Institute of Chartered Accountants~~CPA Canada;
- (u)(t) "Interest" means the interest on any amount payable by a Party to this

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SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

Agreement that is not paid when due and shall be payable from the date on which an amount became due to the date on which it is paid, compounded annually not in advance, at the annual percentage rate of interest that is 2% greater than the annual percentage interest rate charged from time to time by the Royal Bank of Canada, Main Branch, 1025 West Georgia Street, Vancouver, British Columbia for Canadian dollar loans and published by the Royal Bank of Canada as its prime rate;

(v)(u) "Landfill Lease" means the lease agreement between the RDNO and the province of British Columbia dated February 9th, 1984, attached as Schedule "B" to the Lease;

(w)(v) "Lease" means the lease agreement between the RDNO and Vernon attached to this Agreement as Appendix "A";

(x)(w) "Local Government Act" means the *Local Government Act*, ~~R.S.B.C.~~ RSBC 49962015, c. 3231, as amended or re-enacted from time to time;

(y)(x) "Manager" means the City of Vernon and such Resources and person(s) assigned by it to manage the Services under Part 5 of this Agreement;

(z)(y) "Operating and Maintenance Costs" means all costs, expenses, liabilities and charges, including the costs of studies, incurred or accrued by or on behalf of the Services for the account and benefit of the Parties which are properly chargeable as operating or maintenance expenses of the Services and includes such costs incurred or accrued on and after the date the Parties commence the provision of the Services under this Agreement;

(aa)(z) "Operating and Maintenance Financial Plan" has the meaning given to it in section 7.5;

(bb)(aa) "Participating Interest" means the percentage interest of a Party in the Assets, Available Cash and the surplus of the Services, and shall be determined annually as prescribed in section 2.11 and Appendix "B" and effective on January 1st in every year during the Term of this Agreement;

(bb) "Party" means Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby and RDNO or any other municipality which becomes a party to this Agreement, including their respective successors and permitted assigns, and "Parties" means all of them;

(cc) "Prime Contractor" means ~~prime contractor as that term is defined the~~ definition provided for this term in the *Workers Compensation Act*, RSBC

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SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

1996, c 492, as amended or re-enacted from time to time;

- (dd) "Reference Date" means the date indicated on the first page of this Agreement;
- (ee) "Resources" include employees, agents, contractors or ~~elected-officials~~ volunteers of a Party, and equipment, vehicles, materials or other things owned or used by a Party;
- (ff) "Services" means the Intermunicipal Fire Training Centre Services detailed in this Agreement including firefighter training and exercises and those other services listed in section 3 of the Bylaw, which may be amended from time to time, provided that a Party participates in respect of the Services under this Agreement only to the extent the Party has listed the Services as a matter under section 3 of its Bylaw and has not withdrawn from the Services under section 7 of the Bylaw;
- (gg) "Term" means the period of time defined in section 12.1; and
- (hh) "Withdrawal Date" means, for a Party withdrawing from this Agreement, the December 31st that is not less than one year after that Party has enacted a withdrawal bylaw in accordance with section 12.2.

Interpretation

- 1.2 For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires:
- (a) "Agreement" means this Agreement as from time to time supplemented or amended by one or more agreements entered into pursuant to the applicable provisions of this Agreement together with all other attachments to it and reference to a Part or a Section means the corresponding Part or Section of this Agreement;
 - (b) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific terms or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
 - (c) an accounting term not otherwise defined in this Agreement has the meaning assigned to it, and except as otherwise directed in this Agreement, every calculation to be made under this Agreement is to be made in accordance with GAAP;

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

- (d) except as otherwise expressly provided, all references to currency mean Canadian currency;
- (e) words in the singular include the plural and words importing a corporate entity include individuals and vice-versa;
- (f) unless otherwise indicated in this Agreement, words in this Agreement shall have the same meaning as words defined in the *Community Charter* or *Local Government Act*;
- (g) reference in this Agreement to a particular numbered paragraph, article or section, or lettered appendix is a reference to the correspondingly numbered paragraph, article, or section, or lettered appendix of this Agreement;
- (h) reference in this Agreement to an enactment is a reference to an enactment as defined in the *Interpretation Act* (British Columbia), and includes a reference to an enactment of British Columbia, Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby, and RDNO as applicable;
- (i) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and
- (j) reference in this Agreement to a party is a reference to a party of this Agreement.

Governing Law

- 1.3 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada.

Headings

- 1.4 The headings given to paragraphs, articles and sections in this Agreement are for convenience of reference only and do not form part of this Agreement and must not be used in the interpretation of this Agreement.

Severance

- 1.5 If any clause or portion of this Agreement is declared or held invalid for any reason, the invalidity does not affect the validity of the remainder of that clause or this Agreement, and the terms and provisions of this Agreement continue to be in force and in effect and are to be construed as if the Agreement had been executed without the invalid portion.

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PART 2 INTERMUNICIPAL SERVICES

Formation and Purpose

- 2.1 Subject to the terms and conditions of this Agreement, Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby and RDNO have established the Services in respect of the matters listed in section 3 of the Bylaw and this Agreement, which may be amended from time to time, provided that a Party participates in respect of the Services under this Agreement only to the extent the Party has listed the Services as a matter under section 3 of its Bylaw and has not withdrawn from the Services under section 7 of the Bylaw.

~~Existing Services until December 31st, 2012~~

- ~~2.2 From the date of this Agreement until and including December 31st, 2012, the Existing Services shall continue to be administered and operated by the RDNO for the Parties and the Parties shall continue to provide their financial contributions for the Existing Services in accordance with existing practices and agreements and the RDNO's existing service establishment bylaw. During this time period, the RDNO shall retain existing staff and contractors for the Existing Services and thereafter, RDNO staff will be reduced or redeployed.~~

~~Services after December 31st, 2012~~

- ~~2.3 Effective January 1st, 2013, the Services described in this Agreement shall replace the Existing Services and such Services described in this Agreement shall be subject to the terms of this Agreement.~~

Services to be provided for benefit of Parties

- ~~2.42.2~~ On and after the date of this Agreement coming into effect, the Parties must with due diligence and, subject to the terms and conditions set out in this Agreement, provide the Services for the benefit of the inhabitants of their jurisdictions. ~~municipalities and the RDNO.~~

Name of Services

- ~~2.52.3~~ The name of the Services will be "Fire Training Centre Services" or such other name as from time to time the Board approves. The business and affairs of the Services will be concluded to the extent possible under such name or in the name of the Parties with the designation that they are doing business in respect of Services under such name.

Dedication of Assets

- ~~2.62.4~~ Each Party as long as it is a Party, dedicates for the purposes of the Services, all

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its interest in the Assets and all its rights to use and enjoy Assets.

~~2.7~~2.5 Despite section ~~2.64~~, each Party as long as it is a Party may also dedicate for the purposes of the Services an interest or portion of an interest in an asset of that Party and the right of the Services to use and enjoy all or a portion of that Party's asset for the purposes of the Services, provided that the asset shall not be listed as an Asset.

Nature of Obligations

~~2.8~~2.6 Unless the Parties otherwise agree, the liabilities and obligations of the Parties under this Agreement, and under the Services contemplated by this Agreement, will be several to the extent of their respective Participating Interests and not be joint or joint and several and all agreements made in relation to the Services will, to the extent practicable, state the liability of the Parties to be several.

Partition

~~2.9~~2.7 Except on termination of this Agreement under Part 12, no Party will be entitled to demand partition of the Services or the Assets.

Representations and Warranties

~~2.10~~2.8 Each Party represents and warrants to the other as follows:

- (a) it has the power and capacity to enter into this Agreement;
- (b) this Agreement is valid and binding on it in accordance with its terms;
- (c) the performance of its obligations under this Agreement does not breach the terms of any other agreement or obligation to which it is a party; and
- (d) it now holds and will hold its Participating Interest beneficially and free and clear of all restrictions, liens, encumbrances, floating charges or agreements of any kind except:
 - (i) for the obligations created under this Agreement; or
 - (ii) as agreed among the Parties from time to time.

Participating Interest

~~2.11~~2.9 The Participating Interest of each of the Parties as at the date of this Agreement is the same as the apportionment of Operating and Maintenance Costs and

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Capital Costs as set out in Appendix "B".

PART 3 FIRE TRAINING CENTRE

Fire Training Centre

- 3.1 Subject to the terms and conditions of this Agreement, the FTC will remain an asset of the RDNO and will be leased to the City of Vernon Parties for a nominal amount of \$1.00 per year on the same terms and conditions detailed in the Lease attached as Appendix "A". The RDNO will ensure that the Lease remains in good standing and that all necessary steps are taken to obtain the consent of the Province of British Columbia to sublet the FTC in accordance with section 5.01 of the Landfill Lease.

Use of Fire Training Centre

- 3.2 The Parties' use of the FTC shall be subject to the terms and conditions of this Agreement and the Lease.

Fire Training Centre as Emergency Operations Centre

- 3.3 The Parties acknowledge and agree that after the date of this Agreement, the FTC ~~shall~~ may continue to be used as an ~~the~~ Emergency Operations Centre by the RDNO and in the event of a disaster or other emergency, the RDNO's use of the FTC as an Emergency Operations Centre shall have priority over all other uses of the FTC. The use shall be at an agreed upon daily rate, subject to approval of EMBC funding. Use shall be at the daily rate approved by EMBC funding.

Maintenance and Repair of Fire Training Centre

- 3.4 Other than expenses for those matters detailed in section 3.6, all maintenance and repair costs with respect to the FTC will be the responsibility of the Parties and shall be shared by them in accordance with their Participating Interests and on the terms and conditions of this Agreement.

Parties Responsible for their own use and expenses incurred

- 3.5 Each Party shall take all reasonable steps to ensure that the FTC is left in a good and functional state of repair at all times during and following its use of the FTC. In the event that a Party becomes aware of any damage to the FTC, the Party shall forthwith report details of such damage to the Manager.
- 3.6 Each Party shall be responsible for the repair of any damage to the FTC and its furnishings or equipment caused by the Party or any of its officers, employees, member groups, renters, guests, contractors, students, volunteers, invitees or agents, reasonable wear and tear excluded.

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- 3.7 Each Party shall be responsible for and pay its own expenses incurred for its own use of the FTC.

PART 4 FTC OPERATIONS COMMITTEE AND FTC POLICY BOARD

FTC Operations Committee

- 4.1 There will be an FTC Operations Committee comprised of representatives of each of the Parties. The RDNO's representatives on the Committee shall consist of its CAO, its General Manager of Electoral Area Services and a representative for each Firehall Department within its jurisdiction and each other Party's representatives on the Committee shall consist of its CAO and a representative for each Firehall Department within its jurisdiction. The powers, deliberations and decisions of the Committee are subject to the *Community Charter, Local Government Act* and the Bylaw.

Chair

- 4.2 At the first meeting of the Committee held after December 1st in each year, the Committee must elect a chair and a vice chair who each must be a CAO of a Party. The vice chair has, during the absence, illness or other disability of the chair, all the powers of the chair and is subject to all rules applicable to the chair. If the chair and the vice chair are not present at a meeting of the Committee, the members present may elect an acting chair who, during that meeting, has all the powers of the chair and is subject to all rules applicable to the chair. For the purposes of elections under this section, each member present at the meeting has one vote at each election for an office, provided that the CAO representing Vernon shall be entitled to three votes in accordance with section 4.8.
- 4.3 The function of the Committee chair will be to carry out the functions and duties prescribed by the Committee and, if present, to preside at meetings of the Committee. The chair of the Committee will be entitled to vote.

Meetings

- 4.4 During each fiscal year of the Services, the Committee will hold at least two meetings at such times and places as the Committee may determine. The Committee chair will call additional meetings of the Committee upon the request of any member of the Committee.

Notice of Meetings

- 4.5 The chair will give to each member of the Committee at least seven days' written notice of the place, date and time of any meeting, and the agenda for such meeting. The agenda will indicate the nature of the business to be transacted at

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the meeting. The requirement for at least seven days' notice may be waived by unanimous agreement of a representative of each party who serves on the eCommittee, by resolution passed at the commencement of the meeting by all members. Such an agreement may be submitted by email.

Telephone Meetings

- 4.6 A member of the Committee may participate in a meeting of the Committee by means of telephone or other communication facilities which enables as permit all persons participating in the meeting to hear and speak to each other and will be deemed to be present at that meeting.

Quorum

- 4.7 A quorum for each meeting of the Committee will be nine members of whom at least four must be CAOs. The Parties acknowledge and agree that if the number of Parties to this Agreement changes, the Parties may revise the number for quorum for Committee meetings by the consent of the Parties.

Voting

- 4.8 The Parties will endeavour to ensure that every decision of the Committee is decided by consensus and if consensus cannot be achieved despite the best efforts of the Parties, then a simple majority of the members-Parties present and voting at a duly called and constituted meeting of the Committee will make the decision. Each Party member present at a meeting shall be entitled to a single vote on each matter except for the CAO of Vernon who shall be entitled to three votes. A resolution in writing signed in whole or in counterparts by all of the members of the Committee in respect of any matter falling within the competence of the Committee will be effective as if adopted at a meeting. The chair of the Committee will promptly send to the parties and each member a copy of any such resolution.

Comment [A1]: As there are at least two representatives on the Committee from each party, it may be advisable to have quorum be at least one representative from each party, including four CAOs. The way it is worded now, quorum could be met with three of the seven parties not being in attendance

Minutes

- 4.9 The chair will cause minutes of each meeting of the Committee to be kept and a copy to be circulated to each member of the Committee.

Decisions Binding

- 4.10 Subject to Section 4.22, all decisions of the Committee made within its power under this Agreement will be binding on the Parties.

Committee's Power

- 4.11 In addition to the powers conferred on it by any provision of this Agreement, the

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Committee must:

- (a) review, provide comment and recommend for the approval of the Board, the Financial Plan;
- (b) review, and make recommendations to the Board with respect to any agreements to be entered into by the Parties;
- (c) ~~establish, review, and revise~~ review and make recommendations to the Manager and the Board regarding operational guidelines, policies and practices related to but not limited to FTC bookings, use and events;
- (d) ~~conduct, direct and supervise the business, affairs~~ review and make recommendations to the Manager and the Board on the business, affairs and operations of the Services;
- (e) give direction to the Manager on operational matters and review and make recommendations to the Board related to the duties, priorities and performance of the Manager;
- (f) make recommendations to the Board with respect to any amendments to this Agreement;
- (g) initiate technical studies when deemed advisable;
- (h) ~~prepare plans~~ review and recommend to the Board approval for capital expenditures; and
- (i) review and recommend to the Board approval of the annual financial statements of the Services prepared in accordance with section 8.2.

FTC Policy Board

- 4.12 There will be an FTC Policy Board comprised of one elected member from each Party. The member for each municipal Party shall be selected from its Council and the member for the RDNO shall be selected from among its Electoral Area Directors. The powers, deliberations and decisions of the Board are subject to this Agreement and the *Community Charter, Local Government Act* and the Bylaw.

Chair

- 4.13 At the first meeting held in each calendar year, the Board must elect a chair and a vice chair from among the members of the Board. The vice chair has, during the absence, illness or other disability of the chair, all the powers of the chair and is subject to all the rules applicable to the chair. If the chair and the vice chair are

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not present at a meeting of the Board, the members present may elect an acting chair who, during that meeting, has all the powers of the chair and is subject to all rules applicable to the chair. For the purposes of elections under this section, each member present at the meeting has one vote in each election for an office.

- 4.14 The function of the Board chair will be to carry out the functions and duties prescribed by the Board and, if present, to preside at meetings of the Board. The chair of the Board will be entitled to vote but will not be entitled to a second or casting vote.

Meetings

- 4.15 During each fiscal year of the Term, the Board will hold at minimum one meeting at such times and places as the Board may determine. The Board chair will call additional meetings of the Board upon the request of any member of the Board.

Notice of Meetings

- 4.16 The Board chair will give to each member of the Board at least seven days' written notice of the place, date and time of any meeting, and the agenda for such meeting. The agenda will indicate the nature of the business to be transacted at the meeting. The requirement for at least seven days' notice may be waived by unanimous agreement of a representative of each party who serves on the committee. ~~The requirement for at least seven days' notice may be waived by resolution passed at the commencement of the meeting by all members present. Such an agreement may be submitted by email.~~

Telephone Meetings

- 4.17 A member may participate in a meeting of the Board by means of telephone or other communication facilities which enables as permit all persons participating in the meeting to hear and speak to each other and will be deemed to be present at that meeting.

Quorum

- 4.18 A quorum for each meeting of the Board will be four members.

Voting

- 4.19 Each member of the Board shall be entitled to a single vote and every decision of the Board will be decided by a simple majority of the members present and voting at a duly called and constituted meeting of the Board. A resolution in writing signed in whole or in counterparts by all the members of the Board in respect of any matter falling within the competence of the Board will be effective as if adopted at a meeting. The chair of the Board will promptly send to the

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Parties and each member a copy of any such resolution.

Minutes

- 4.20 The Board chair will cause minutes of each meeting of the Board to be kept and a copy to be circulated to each member.

Board's Powers

- 4.21 In addition to the powers conferred on it by any provision of this Agreement, the Board shall:

- (a) review, and recommend for the approval of the Parties, the Financial Plan, the financial statements or any financial advice respecting the Services;
- (b) review, and make recommendations to the Parties with respect to (but not to approve) any agreements to be entered into by the Parties;
- (c) make recommendations to the Parties with respect to any amendments to this Agreement;
- ~~(c)~~(d) review and approve operational guidelines and policies:-
- ~~(d)~~(e) provide direction to the Manager on policy or strategic matters consistent with the approved financial plan;
- ~~(e)~~(f) establish duties, set priorities and monitor performance of the Manager consistent with the approved Financial Plan; and
- ~~(f)~~(g) establish expenditure authorization limits and controls.

Limits on Powers of Committee and Board

- 4.22 Despite Section 4.11 and 4.21, the Committee and the Board will not have the power, without the approval of the Parties:
- (a) to do anything for which the Parties require authorization or approval under the *Community Charter, Local Government Act*, successor legislation or other applicable enactments without the prior confirmation from them that such authorization or approval has been obtained by each Party, as applicable;
 - (b) to authorize incurring Capital Costs or Borrowing or approve a Financial Plan;
 - (c) to authorize any distributions of Available Cash to the Parties;

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- (d) to authorize adding a new party to this Agreement; or
- (e) to amend any term or provision of this Agreement.

Technical Committees

- 4.23 The Committee may from time to time establish technical committees, such as a planning committee or working groups, as it considers appropriate in the circumstances. The Committee may appoint to the technical committees the Parties' Directors of Engineering or other such persons as the Committee considers appropriate.

Expenses

- 4.24 The members of the Committee and the Board will not be entitled to be paid any compensation by the Services and any remuneration that may be paid to them in such capacity by the Parties by which they have been appointed will not form part of the Operating and Maintenance Costs of the Services. All reasonable expenses incurred, pursuant to a written expense policy which shall be established by ~~the Committee and the Board~~ and will be reimbursed to the Parties, including appointees to the Technical Committee, and will form part of the Operating and Maintenance Costs.

Liability

- 4.25 The Parties release the Committee and its members and the Board and its members and the Parties' agents of and from any and all loss, costs, damages, expenses and liabilities suffered or incurred by the Parties or any of them in respect of the matters arising out of or attributable to any negligence of, or breach of the provisions of this Agreement by the Committee or its members, the Board or its members, or the Parties' agents, in connection with the observance and performance of any of the covenants, agreements or duties of the Committee, the Board or the Parties' agents to be observed or performed under this Agreement, except losses, costs, damages, expenses and liabilities caused by the wilful wrongful act of any one or more of the Committee or its members, the Board or its members or the Parties' agents.

PART 5 MANAGEMENT

Manager

- 5.1 Subject to the terms and conditions of this Agreement, the Manager of the Services shall be Vernon.

Manager's Duties

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5.2 The Manager, in addition to such other duties and obligations specified elsewhere in this Agreement, shall:

- (a) make recommendations to the Committee on matters relating to the Services;
- (b) prepare and distribute agenda for the Committee meetings and the Board meetings;
- (c) keep minutes of meetings of the Committee and the Board;
- (d) administer this Agreement and any agreements made by or on behalf of the Services;
- (e) make recommendations to the Committee respecting the making, amending or implementation of agreements made by or on behalf of the Parties with respect to the Services;
- (f) monitor the financial circumstances of the Parties with respect to the Services;
- (g) administer and maintain all bookings and events with respect to the FTC and the Services;
- (h) issue invoices and receive payment for user-related fees and charges for the FTC and Services;
- (i) order, maintain and administer materials, supplies, inventory and equipment and pay suppliers' invoices;
- (j) maintain and manage the FTC and all Assets;
- (k) develop, publish, distribute and maintain user guides, user fee schedules and other publications for the FTC;
- (l) provide overall coordination of the FTC and the Services;
- (m) maintain training, equipment and maintenance records;
- (n) recruit, train and manage such fire technicians, instructors, support resources and facility operators necessary to deliver the Services;
- (o) seek and respond to external revenue opportunities consistent with any surplus capacity of the FTC and which generate a net benefit to the financial and training interests of the Parties;
- (p) provide fair and unbiased access to the FTC through appropriate

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scheduling and booking protocols;

- (e) coordinate delivery of a ~~new~~-recruit firefighter training course at such intervals as necessary to meet the requirements of the Parties; ~~based on the current RDNO training course or a modified version approved by the Committee;~~
- (r) coordinate and facilitate the delivery of training courses either through contractual arrangements with agencies such as Okanagan College, directly through the Resources of Vernon's Fire Rescue Services or the sponsorship and Resources of another Party's fire department, provided that any sponsoring ~~Fire~~ ~~d~~Department of a Party shall assume responsibility for registrations, logistics, collection of fees and payments of all charges related to the training;
- (s) advise the Committee and Board of the failure of a Party to abide by the terms of this Agreement and subject to the direction of the Committee and Board, provide written notice to the Party of its failure to abide by any term of this Agreement;
- (t) do such other acts and things in relation to the Services as this Agreement requires or as the Committee may direct from time to time; ~~and~~
- (u) generally do all things necessary or advisable in connection with the business, operation and maintenance of the FTC and the Services in accordance with this Agreement; ~~:-~~
- ~~(u)(v)~~ in consultation with Fire Chiefs, develop operational guidelines and policies and practices related to operation of the FTC.

Except in regard to the Manager's operations within its own ~~boundaries~~jurisdiction, none of the powers, authorities or discretions delegated to the Manager may encroach on powers, authorities or discretions properly exercisable by the Parties and the powers, authorities and discretion exercised by the Manager are subject to the direction of and guidelines established by the Committee and the Board and any other restrictions, limitations and approvals set out in this Agreement, including the limitations set out in sections 4.11, 4.21 and 4.22 and within the constraints of the Financial Plan from time to time.

Comment [A2]: To make consistent with language used elsewhere

Term

- 5.3 The appointment under Section 5.1 shall be subject to the amendment or termination of this Agreement.

Liability

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- 5.4 The Parties release the Manager and the Parties' agents of and from any and all loss, costs, damages, expenses and liabilities suffered or incurred by the Parties or any of them in respect of the matters arising out of or attributable to any negligence of, or breach of the provisions of this Agreement by the Manager or the Parties' agents, in connection with the observance and performance of any of the covenants, agreements or duties of the Manager or the Parties' agents to be observed or performed under this Agreement, except losses, costs, damages, expenses and liabilities caused by the wilful wrongful act of any one or more of the Manager or the Parties' agents.

Operations

- 5.5 The Manager will administer, operate and maintain the Services on behalf of the Parties, subject to this Agreement and the Bylaw.
- 5.6 The Parties agree that in order to operate the Services, the Manager may assign responsibilities to its employees or contractors and use its own Resources to coordinate the Services. The costs of these employees or contractors or Resources ~~may~~ shall be included in the Financial Plan.

Parties' intention to achieve long-term savings

- 5.7 The Parties acknowledge and agree that the intent of this Agreement is to realize long-term savings through the elimination of corporate overhead costs and by the provision of booking and post-use inspection functions by the Manager and its Resources and by utilizing existing capacity where available, where possible and at no cost to the Parties. To achieve these savings, the Parties agree that the Manager shall use its own Resources to:
- (a) coordinate and schedule all FTC bookings and other scheduling; and
 - (b) manage FTC operations and any maintenance necessary to maintain and preserve the FTC in a good state of repair for use by the Parties, provided that the Parties shall share the ~~costs of operations and~~ Operating and Maintenance Costs ~~maintenance~~ in accordance with the Financial Plan and their respective Participating Interests.

PART 6 FINANCES

Bank Accounts, Deposits, Disbursement and Investment of Funds

- 6.1 The Manager may open and maintain an Account. All funds receivable by the Services will upon receipt be deposited in the Account. Any payment required to be made on behalf of the Services will be made out of the Account. The

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Manager's officers and employees on behalf of the Services must, subject to this Agreement, prepare accounts receivable and payable, prepare Financial Plans, report quarterly to the Manager and pay a Party for work done under Part 5, and may invest any surplus funds in the Account in the manner approved by the Committee from time to time.

Cash Requirements

- 6.2 The Parties will take all reasonable steps to ensure that sufficient funds are available in the Account to allow the Parties to complete transactions called for by agreement of the parties under this Agreement.

Application of Available Cash

- 6.3 Available Cash will be applied to pay Operating and Maintenance Costs as they fall due or in the normal course of operations.

Place of Payments

- 6.4 All payments made under this Agreement for the Services will be made into the Account operated by the Manager under section 6.1 of this Agreement.

Apportionment of Costs

- 6.5 All Costs will be apportioned between the Parties in accordance with the cost apportionment detailed in Appendix "B" attached to this Agreement.

Payment for Manager

- 6.6 It is a fundamental term of this Agreement that the Parties make all payments to the Manager for Costs incurred in the provision of the Services as required by this Agreement. These costs shall include all costs paid by the Manager pursuant to the Lease, including those costs detailed in sections 5.0, 7.1, 7.2, 7.5, 9.3, 9.5, 10.1, 12.1, 13.1 and 14.1 of the Lease, and all other costs payable by the Manager to the RDNO pursuant to section 6.11 below. The Manager will issue an invoice to each Party before the end of February in each calendar year during the Term of this Agreement ~~commencing in 2013~~.
- 6.7 Each Party must pay to the Manager, by March 31st of each calendar year during the Term of this Agreement, the following amounts:
- (a) its share of the anticipated Operating and Maintenance Costs on the basis of the Operating and Maintenance Financial Plan described in section 7.5 and the Operating and Maintenance Costs apportionment described in section 6.5 in respect of that calendar year; and

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(b) its share of the Capital Costs on the basis of the Capital Financial Plan described in section 7.6.

- 6.8 The Manager must, in February of each calendar year during the Term of this Agreement, make an adjustment for the previous calendar year to reflect the actual amounts payable for Operating and Maintenance Costs by each Party under section 6.7(a). Any overpayment by a Party for the previous year shall be held by the Manager without allowance for interest and shall be set off against the amounts payable by the Party under this Agreement. Conversely, any shortfall in a payment by a Party for the previous year shall be added to the amount owing under section 6.7(a) above.
- 6.9 If a Party defaults in payment of any portion of an amount payable under section 6.7, the entire amount payable shall immediately become due and payable as a debt due and owing to the Manager and shall bear Interest until the debt is paid in full. Without prejudice to any other right or remedy the Manager may have, the Manager may, at its sole discretion, and without terminating this Agreement, interrupt the provision of the Services to the defaulting Party if the Party fails to pay any amount due and owing under this Agreement within 60 days~~s~~ written notice to the Party of a default in payment.
- 6.10 A Party's payment under section 6.7 is a credit in respect of that Party's obligations under this Agreement in relation to Operating and Maintenance Costs and Capital Costs.
- 6.11 All Costs directly attributable to the ownership, lease, operations, repair, replacement or maintenance of the FTC incurred by RDNO will be reimbursed to the RDNO by the Manager and such Costs shall form part of the Costs to be apportioned between the Parties in accordance with section 6.5.

PART 7 FINANCIAL PLANS

Fiscal Year

- 7.1 The fiscal year end of the Services shall be December 31st in each year during the Term of this Agreement.

Provisional Financial Plans

- 7.2 By or before ~~October 31st of the preceding year~~ January 31st in each year during the Term of this Agreement, the Manager shall submit a Financial Plan to each of the Committee and the Board for their review and approval. Upon the Financial Plan being reviewed and recommended for approval by the Committee under section 4.11 and the Board under section 4.21, the Financial Plan shall be

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provided to the Parties by or before December 31st of the preceding year
~~February 28th~~ in each year during the Term of this Agreement for their review and approval.

Effective Date of Financial Plan and dispute resolution

- 7.3 A Financial Plan shall become effective and binding on all of the Parties upon the approval of at least two-thirds (2/3) of the Parties which must include Vernon and the RDNO and shall apply to the entire fiscal year and not only that portion of the fiscal year remaining after at least two-thirds (2/3) of the Parties, including Vernon and the RDNO, have approved it. A Party that is unable or unwilling to approve a Financial Plan may seek to have the matter resolved by the Dispute Resolution mechanisms detailed in Part 14 of this Agreement.

Financial Plan

- 7.4 The Financial Plan must include an Operating and Maintenance Financial Plan and Capital Financial Plan. The Financial Plan may include a reserve provision to secure incremental funding for future capital additions, replacements or improvements. The parties acknowledge and agree that the planning period for the Financial Plan shall be five years being the year in which the Financial Plan is specified to come into force and the following four years. The Parties also acknowledge and agree that the Financial Plan may be amended at any time with the approval of the Committee, the Board and the Parties to this Agreement.

Operating and Maintenance Financial Plan

- 7.5 The Operating and Maintenance Financial Plan will set out in reasonable detail the proposed operations, maintenance, works and undertakings to be carried out in respect of the Services and will include for such fiscal year the amount, by category, of each component of Operating and Maintenance Costs and will indicate the amount of such Operating and Maintenance Costs estimated to be payable by each Party in accordance with the provisions of this Agreement, after taking into consideration anticipated revenues.

Capital Financial Plan

- 7.6 The Capital Financial Plan will set out in reasonable detail all Capital Costs for the next five fiscal years and will include for each fiscal year the amount, by category, of each component of Capital Costs and will indicate the amount of such Capital Costs estimated to be payable by each Party in accordance with the provisions of this Agreement, after taking into consideration anticipated revenues.

Operations in Conformity with Financial Plans

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- 7.7 Except as permitted by the unanimous direction of the Parties, subject to the advice and recommendations of the Board, all operations of the Services in each fiscal year will be conducted in conformity with the Financial Plan applicable to that fiscal year approved by the Parties.

Effect of Approved Financial Plans

- 7.8 The Manager, and any designated Party, as applicable under Part 5, will implement the approved Financial Plan and carry out all activities and operations of the Services in accordance therewith. The Manager, and any designated Party, as applicable under Part 5, will not, without the approval of the Committee and Board (who may require the approval of the Parties under Section 4.22) incur or commit in any fiscal year on behalf of a Party any expenditure not provided for in the applicable Financial Plan.

Manager to advise of any material change from Financial Plan

- 7.9 The Manager shall advise the Committee and the Board as soon as practicable in the event of any material change in financial circumstances in respect of the Services and the Financial Plan.

PART 8 REPORTS AND RECORDS

Accounting Books and Records

- 8.1 The Manager shall be responsible for the maintenance of adequate accounts, books and records and the allocation between the Parties of Operating and Maintenance Costs and Capital Costs and will use reasonable efforts to ensure that such accounts, books, records and financial reports meet reasonable accounting and tax reporting requirements of each Party. The Manager shall also be responsible for the preparation of financial reports to be furnished to the Committee and the Board.

Annual Financial Reports

- 8.2 The Manager shall take all necessary steps to provide for the issuance of audited financial statements in respect of the Services as soon as practicable in each year during the term of this Agreement which audited financial statements shall be furnished to the Committee, the Board and the Parties.

Location and Access to Records

- 8.3 The Manager will cause all books and records of the Services to be kept in its offices, and the Manager will permit each Party, its accountants and other

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

representatives, at that Party's own expense and at all reasonable times to examine and make copies of any and all documents under the control of the Manager and relating to the Services.

PART 9 RESTRICTIONS ON DISPOSITION

No disposal of assets

- 9.1 A Party will not sell, assign, pledge, mortgage or otherwise dispose of its interest in this Agreement and the Assets, except in accordance with Parts 11 or 12 of this Agreement.

No partition or sale

- 9.2 Without limiting section 2.9, each of the Parties hereby irrevocably and conclusively waives the benefits of all provisions of law relating to actions for a partition or sale of real and personal property including, without limitation, the *Partition of Property Act*, R.S.B.C. 1996, c. 347, and each of the Parties agrees with the others that it will not cause any action at law or in equity for a partition or sale of any real or personal property that forms part of the Assets or seek administration in respect thereof.

PART 10 LIABILITY FOR THE SERVICES

Liability and Indemnification

- 10.1 If a claim by any third party arising out of the operations of the Services is made against the Parties or any of them, each of the Parties will share the liability (including interest and legal fees on a solicitor and client basis) for the claim prorated to its Participating Interest and will indemnify and save harmless the other Parties against liability for the claim to the extent of its Participating Interest. Notwithstanding the foregoing, where a claim arises from the negligence or wilful misconduct of a Party, then that Party will be fully liable for such claim and will indemnify and save harmless the other Parties from any liability with respect to such claim.

Notice of Claims

- 10.2 Each Party against whom a claim is advanced with respect to the Services shall give prompt and timely notice of that claim to the other Parties and subject to section 10.1, will allow the other Parties to participate in the defence, negotiation or settlement of such claim with the Parties each contributing towards the costs of defending and settling the claim pro rata and in accordance with their Participating Interests.

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PART 11 DEFAULT

Default

11.1 The occurrence of any of the following events will be an Event of Default by a Party under this Agreement:

- (a) subject only to Force Majeure, the failure of a Party to perform or observe any of its covenants or agreements in this Agreement, if such failure is not cured within 45 days of written notice from the Manager or the other Parties specifying such failure;
- (b) a Party:
 - (i) becomes insolvent;
 - (ii) commits an act of bankruptcy;
 - (iii) makes a general assignment for the benefit of its creditors; or
 - (iv) acknowledges its insolvency; or
- (c) a statutory trustee, provincial agent, receiver or receiver-manager is appointed in respect of any property or asset of a Party and is not discharged within 45 days.

Remedies upon an Event of Default

11.2 Upon the occurrence of an Event of Default by or with respect to a Party and receipt by the defaulting Party of a written notice from the Manager:

- (a) the defaulting Party's Participating Interest shall, within 30 days of receipt by the defaulting Party of the written notice from the Manager, be assumed by the remaining Parties in accordance with this Agreement free and clear of all liens, charges and encumbrances, other than security for liabilities incurred in the operation of the Services,
- (b) the defaulting Party shall, within 30 days of receipt by the defaulting Party of the written notice from the Manager, pay to the Manager all monies due and owing by the defaulting Party under this Agreement including all of those costs payable under section 6.7 of this Agreement for the calendar year in which the defaulting Party disposes of its Participating Interest under subsection 11.2(a);

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- (c) the defaulting Party shall, on the date that the defaulting Party's Participating Interest is assumed by the remaining Parties under subsection 11.2(a), have no further interest in the Services;
- (d) upon the disposal of the defaulting Party's Participating Interest in accordance with subsection 11.2(a), the Costs formerly paid by the defaulting Party shall be re-apportioned to the remaining Parties pro-rated on the basis of their Participating Interests; and
- (e) ~~The~~ the rights and procedures set forth in this ~~Section~~ section 11.2 will be concurrent with and in addition to and without prejudice to any other rights or remedies at law or in equity which any Party may have in respect of an Event of Default.

PART 12 TERM, WITHDRAWAL AND TERMINATION

Term

- 12.1 This Agreement takes effect on the Reference Date of this Agreement and will continue in force until five years from the Reference Date of this Agreement or the termination of the Lease, whichever occurs first, provided that this Agreement may be renewed, amended or terminated by mutual agreement of all Parties in writing in and in accordance with the provisions of the *Community Charter* and the *Local Government Act*.

Withdrawal

- 12.2 A party may withdraw from this Agreement by adopting a withdrawal bylaw and delivering a copy to the other Parties on or before December 31st of the calendar year that is one year prior to the Withdrawal Date of the withdrawing Party, subject to the following conditions:
- (a) the withdrawing Party shall continue to enjoy all rights and shall maintain all obligations under this Agreement until the Party's Withdrawal Date and the withdrawing Party shall make all payments required by this Agreement, including those specified in section 6.7, until the Party's Withdrawal Date;
 - (b) the withdrawing Party's Participating Interest in the Available Cash as of the Withdrawal Date shall be returned to the withdrawing Party within 60 days of the Withdrawal Date;
 - (c) subject to subsection 12.2(b), all other Costs paid by the withdrawing Party up to and including the Withdrawal Date are deemed to be Assets

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

and on and after the Withdrawal Date of the Party withdrawing, shall be the Assets of the remaining Parties in accordance with this Agreement and free of any claims or interest by the withdrawing Party; and

- (d) upon the Withdrawal Date of the withdrawing Party, the Costs formerly paid by the withdrawing Party shall be re-apportioned to the remaining Parties pro-rated on the basis of their Participating Interests.

Actions on Termination

- 12.3 Upon the termination of this Agreement and the Services, other than pursuant to Section 12.2, unless the Parties otherwise agree, the Parties will appoint a liquidator to act on their behalf to realize the Assets, satisfy all Services liabilities and pay the balance of the proceeds of realization to the Parties in proportion to their Participating Interests at the time. Each of the Parties will be entitled to bid for and purchase the whole or any part of the Assets on liquidation.

No termination while in dispute resolution process

- 12.4 Despite any other provisions of this Agreement, a Party may not withdraw from or terminate this Agreement during any attempt to resolve issues through the dispute resolution process set out in Part 14 of this Agreement.

Survival of Obligations

- 12.5 The provisions of this Part 12 and all other provisions of this Agreement necessary to give full effect thereto will survive the termination of this Agreement and, despite termination of this Agreement or the Services, no Party will by reason of such termination be relieved of any obligation or liability toward any other Party accrued hereunder prior to termination, all of which will remain unenforceable until fully satisfied.

Extension or Replacement of Agreement

- 12.6 At least one year prior to the end of the Term, the Parties will negotiate and endeavour to reach agreement on a replacement of this Agreement.

PART 13 NEW PARTY

Applicable Conditions

- 13.1 A new party may become a Party under this Agreement:

- (a) by enacting the Bylaw; and

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

- (b) by entering into an Agreement with the existing Parties that contains all of the terms and conditions set out in this Agreement; and
- (c) with the unanimous consent of the existing Parties.

Repayment of Costs

- 13.2 The new Party shall, on the date of entering into the Agreement referred to in paragraph 13.1, pay to the Services a sum mutually satisfactory to the existing Parties and the new Party.

PART 14 DISPUTE RESOLUTION

- 14.1 If a dispute arises between any of the Manager, the Committee, suppliers, FTC users or the public with respect to the FTC or this Agreement, then the matter shall first be referred to the Board for resolution and failing resolution, then the matter shall be referred to the Parties for resolution.
- 14.2 If the Parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or unable to resolve any other issue relating to this Agreement, the Parties agree to the following process in the order it is set out:
- (a) the Party initiating the process will send written notice to the other Parties Party;
 - (b) the Parties will promptly, diligently and in good faith take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute, which may include striking a technical committee of CAO's to negotiate a proposed consensus resolution;
 - (c) if the Parties are unable to negotiate a resolution under paragraph (b) within 30 days, either party may request the Province of British Columbia to assist in resolving the dispute, but not to make a binding decision;
 - (d) if the Parties are unable to negotiate a resolution within 60 days of the date the written notice was sent advising of the dispute, the Parties may employ the inter-municipal dispute resolution provisions of the *Community Charter*, and
 - (e) if the Parties are unable to resolve the dispute under paragraph (d), the Parties will refer the matter to a single arbitrator under the *Commercial Arbitration Act*, RSBCR.S.B.C. 1996, c. 55 (the "Arbitration Act") or any successor legislation and to accept the arbitration ruling as final and

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

binding. If the Parties are unable to agree on a single arbitrator within 60 days following the end of mediation, the British Columbia International Commercial Arbitration Centre will appoint an arbitrator. The arbitration will follow the rules of the ~~Commercial~~ Arbitration Act unless the parties agree otherwise.

- 14.3 Unless otherwise agreed by the Parties or ordered by an arbitrator, each Party will pay an equal share of the costs for the dispute resolution process.

PART 15 GENERAL

Notices

- 15.1 Any notice or other communication hereunder will be in writing and will be given by the delivery or rendering thereof to its addressee by hand, by prepaid first class mail or by facsimile transmission, to the address below:

- (a) If to Vernon:
3400 - 30th Street
Vernon, B.C., V1T 5E6

Attention: Corporate Officer

- (b) If to Coldstream:
9901 Kalamalka Road,
Coldstream, B.C., V1B 1L6

Attention: Corporate Officer

- (c) If to Lumby:
Box 430
1775 Glencaird Street
Lumby, B.C., V0E 2G0

Attention: Corporate Officer

- (d) If to Spallumcheen:
4144 Spallumcheen Way
Spallumcheen, B.C., V0E 1B6

Attention: Corporate Officer

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

- (e) If to Armstrong:
Box 40
Armstrong, B.C., V0E 1B0

Attention: Corporate Officer

- (f) If to Enderby:
Box 400
Enderby, B.C., V0E 1V0

Attention: Corporate Officer

- (g) If to RDNO:
9848 Aberdeen Road
Coldstream, B.C., V1B 2K9

Attention: CAO

Any notice or other communication so given will be deemed to have been received at the time of its delivery if delivered by hand, three Business Days after the date of mailing if mailed and at the time the sender receives a confirmation of dispatch if transmitted by facsimile transmission. Each party will notify the other parties of any change of address.

Agreement supersedes all other agreements

- 15.2 This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and replaces and supersedes all previous agreements between the parties relating to the subject matter hereof.

No partnership, agency or joint venture

- 15.3 (a) The Parties expressly disclaim any intent to create a legal partnership under the common law or *Partnership Act*, an agency or a joint venture with respect to the Services or the ownership or operation of the Assets, and disclaim any intent to create a partnership with respect to the exercise of their rights under this Agreement, the administration of the Assets or any other matter relating to this Agreement. Except as provided in this Agreement, none of the Parties will have any authority, actual or implied, to act for the other as agent or otherwise or to bind the others, without the prior written consent of the others.

(b) Resources of the Manager are strictly employees of the City of Vernon and there is no employment relationship between those Resources and the other Parties.

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

~~(b)(c)~~ The Manager is Prime Contractor for the purposes of WorkSafeBC, with delegation to the Manager to enter into a written Prime Contractor Agreements with other entities.

Amendments

~~15.3~~15.4 This Agreement may not be modified or amended except by written agreement of all the Parties hereto and in accordance with the Bylaw.

Enurement

~~15.4~~15.5 This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns hereunder.

Completion of Agreements

~~15.5~~15.6 Subject to any approval of the Councils of Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby and the Board of the RDNO required by statute, each of the parties will cooperate fully and take all reasonable steps to negotiate, finalize and execute all agreements, instruments and other documents contemplated by or related to this Agreement.

Further Assurances

~~15.6~~15.7 Each party will perform any act and execute and deliver any document reasonably required by any other party, to carry out the terms of this Agreement in accordance with the true intent and meaning hereof.

Appendices

~~15.7~~15.8 The following Appendices are attached to and form part of this Agreement:

- (a) Appendix "A" – Fire Training Centre Lease Agreement
- (b) Appendix "B" - Participating Interest and Cost Apportionment
- (c) Appendix "C" – Assets

Statutes

~~15.8~~15.9 The obligations of the parties under this Agreement are always subject to the requirements of the *Community Charter, Local Government Act*, and other applicable enactments.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

CITY OF VERNON

Per: _____
Mayor

Per: _____
Corporate Officer

DISTRICT OF COLDSTREAM

Per: _____
Mayor

Per: _____
Corporate Officer

VILLAGE OF LUMBY

Per: _____
Mayor

Per: _____
Corporate Officer

TOWNSHIP OF SPALLUMCHEEN

Per: _____
Mayor

Per: _____
Corporate Officer

CITY OF ARMSTRONG

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

Per: _____
Mayor

Per: _____
Corporate Officer

CITY OF ENDERBY

Per: _____
Mayor

Per: _____
Corporate Officer

REGIONAL DISTRICT OF NORTH OKANAGAN

Per: _____
Chair

Per: _____
Corporate Officer

THE CORPORATION OF THE CITY OF ENDERBY

Agenda

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner and Deputy Corporate Officer
Date: August 31, 2017
Subject: City of Enderby Streets and Traffic Bylaw No. 1471, 2010 Amendment Bylaw No. 1639, 2017 - Three Readings

RECOMMENDATION

THAT Council gives Three Readings to City of Enderby Streets and Traffic Bylaw No. 1471, 2010 Amendment Bylaw No. 1639, 2017.

BACKGROUND

The City of Enderby Streets and Traffic Bylaw No. 1471, 2010 is intended to regulate traffic, parking and the use of streets within the City. The scope of the bylaw extends to all highways within the municipality but does not encompass highways classified as 'arterial' under the *Transportation Act* (i.e. Highway 97A).

Staff are advancing Streets and Traffic Bylaw No. 1471, 2010 Amendment Bylaw No. 1639, 2017 to Council for Three Readings; the Bylaw proposes a number of minor and housekeeping amendments, including:

1. Providing clarity as to what constitutes a 'derelict vehicle';
2. Clarifying exemptions to the Bylaw for City staff and Fire Department officers during the course of discharging their duties;
3. Prohibiting the parking of vehicles or trailers in such a manner as to block access to designated parking areas;
4. Clarifying existing practices with regards to truck routes;
5. Enabling the Director of Engineering to recover costs associated with damage to City property from the person(s) who are responsible for the damage; and
6. Minor housekeeping revisions.

Respectfully Submitted,



Kurt Inglis
Planner and Deputy Corporate Officer

THE CORPORATION OF THE CITY OF ENDERBY
BYLAW NO. 1639

A BYLAW TO AMEND THE CITY OF ENDERBY STREETS AND TRAFFIC BYLAW NO. 1471,
2010

WHEREAS the Council of the City of Enderby may by bylaw, pursuant to Section 8 and Division 5 of Part 3 of the *Community Charter*, regulate, prohibit and impose requirements in relation to public places, including highways.

AND WHEREAS Council has adopted the "City of Enderby Streets and Traffic Bylaw No. 1471, 2010" in order to regulate traffic, parking and the use of streets within the City of Enderby;

AND WHEREAS Council of the City of Enderby has determined to make an amendment to "The City of Enderby Streets and Traffic Bylaw No. 1471, 2010";

NOW THEREFORE Council of the City of Enderby, in open meeting assembled, enacts as follows:

CITATION

1. This bylaw may be cited as the "City of Enderby Streets and Traffic Bylaw No. 1471, 2010 Amendment Bylaw No. 1639, 2017".

AMENDMENTS

2. The initial WHEREAS clause of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by including the words " and Division 5 of Part 3" following the words "Section 8", and replacing the word "place" with "places, including highways".
3. PART 1 - TITLE of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by adding quotation marks around the citation of the bylaw.
4. PART 2 - DEFINITIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by replacing the word "an" with "and" in item b) of the definition of "BUS STOP".
5. PART 2 - DEFINITIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by replacing the word "on" with "one" in the definition of "ONE WAY STREET".
6. PART 2 - DEFINITIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by including the definition of "DERELICT VEHICLE" as follows:

"DERELICT VEHICLE" means any vehicle or part thereof which:

- a) is physically wrecked or disabled;
- b) is not capable of operating under its own power;
- c) does not have attached number plates for the current year pursuant to the *Motor Vehicle Act* and regulations of the Province of British Columbia; or
- d) appears to have been abandoned by its owner.

7. PART 2 - DEFINITIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by including the definition of "TOW CAR" as follows:

"TOW CAR" means a motor vehicle used exclusively for towing or rendering assistance to other motor vehicles or to vehicles suffering from a defect or disability in their means of locomotion.

8. PART 2 - DEFINITIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by including the definition of "VEHICLE" as follows:

"VEHICLE" has the same meaning as in the *Motor Vehicle Act*.

9. PART 3 - AUTHORITIES of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by replacing Section 303 as follows:

303. FIRE CHIEF AND CITY EMPLOYEES

A City employee, the Fire Chief, or any officer or incident commander of the Fire Department, may in the course of duty:

- a) Direct and regulate traffic in any manner deemed necessary and in doing so, may disregard any traffic control device;
- b) Disregard any traffic control device while responding to an emergency situation, while giving due regard to the safety of other persons and vehicles;
- c) Impound or move, if necessary, for the purpose of carrying out required duties, any vehicle;
- d) Designate in any manner, a line or lines near the location of a fire or other incident or potential incident, beyond which the public shall not pass.

10. PART 4 - TRAFFIC REGULATIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by replacing the word "LIMITES" with "LIMITS" in the title of Section 406 (SPEED LIMITES - LANEWAY).

11. PART 4 - TRAFFIC REGULATIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by replacing "km/re" with "km/hr" in Section 407 (SPEED LIMITS - CONSTRUCTION).

12. PART 4 - TRAFFIC REGULATIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by replacing the reference to "Sections 501" with "Sections 409, 417, and 601" under Section 419 (EXEMPTIONS).

13. PART 4 - TRAFFIC REGULATIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by replacing the words "Wrecking vehicles" with "Tow cars" under Section 419.1.c (EXEMPTIONS).

14. PART 6 - PARKING REGULATIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by replacing the word "or" with "of" under Section 601.11.b (OBSTRUCTION).

15. PART 6 - PARKING REGULATIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by replacing Section 601.11.c (OBSTRUCTION) as follows:

- c) Upon a roadway in such a manner as to obstruct the free passage of traffic on the roadway, the free passage of pedestrians on a sidewalk or walkway, or access to a designated parking area.
16. PART 6 - PARKING REGULATIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by adding the word "and" following the words "such vehicle" under Section 601.17 (ANGLE PARKING).
17. PART 6 - PARKING REGULATIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by replacing Section 601.24.a and 601.24.b (PARKING LOTS) as follows:
- a) On any public parking lot operated by the City where traffic control devices indicate the length of time allowed for parking, in contravention of the length of time indicated on the applicable traffic control device.
 - b) On any parking lot operated under a public/private agreement pursuant to Section 263 of the *Local Government Act*, R.S.B.C. 2015 where traffic control devices indicate the length of time allowed for parking, in contravention of the length of time indicated on the applicable traffic control device.
18. PART 6 - PARKING REGULATIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by adding item d) to Section 601.27 (TRAILER/RECREATIONAL VEHICLES) as follows:
- d) Any trailer upon a highway in such a manner as to obstruct the free passage of traffic on the roadway, the free passage of pedestrians on a sidewalk or walkway, or access to a designated parking area.
19. SECTION 7 - USE OF HIGHWAY REGULATIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by renaming it to "PART 7 - USE OF HIGHWAY REGULATIONS".
20. PART 7 - USE OF HIGHWAY REGULATIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by renaming Section 703 to "IMPEDING TRAFFIC / DAMAGE TO HIGHWAYS".
21. PART 7 - USE OF HIGHWAY REGULATIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by adding a comma following the word "notice", and replacing the words "bylaw or by Provincial or Federal legislation" with "the Director of Engineering", under Section 706 (DEFACING POLES).
22. PART 7 - USE OF HIGHWAY REGULATIONS of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by adding Section 710 (TRUCK ROUTE) as follows:

710. TRUCK ROUTE

- 1. No person shall drive or park a heavy truck on any highway in the City other than on a truck route, on and during the times as set

out through signage and subject to the other provisions of this Bylaw, except:

- a) any heavy truck operating for or on behalf of the City;
- b) as authorized by a permit issued by the Director of Engineering;
- c) where it is necessary to deviate from a designated truck route for the purpose of delivering or receiving goods or another common commercial purpose by the shortest route from the nearest truck route with the least impact on residential areas; or
- d) via a properly authorized temporary detour truck route.

2. The Director of Engineering may cause signs or other traffic control devices to be erected along a truck route to identify the beginning and end of a truck route.

3. a) The Director of Engineering may restrict the use of a truck route for purposes of safety, damages, or other matters:

- i) as to size, weight, type, height or other specification of a heavy truck which may be driven on a truck route; and
- ii) as to the hours when a heavy truck may be driven on the truck route.

b) Where the Director of Engineering places a restriction on a truck route, the Director of Engineering shall cause signs or other traffic control devices to be erected along the truck route to inform persons of the restriction placed on its use.

23. PART 8 - PENALTIES of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by adding item 3 under Section 801 (GENERAL PENALTY) as follows:

3. The Director of Engineering is authorized to recover any cost associated with the administration of this Bylaw, or for any damage to City property, from the owner of the vehicle or other person(s) responsible for the damage.

24. PART 8 - PENALTIES of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by replacing the word "Par" with "Part" under Section 802 (DEFAULT).

25. PART 9 - GENERAL of Streets and Traffic Bylaw No. 1471, 2010 is hereby amended by replacing the words "Highway Act" with "*Transportation Act*" under Section 902 (ARTERIAL HIGHWAY).

READ a FIRST time this ____ day of _____, 2017.

READ a SECOND time this ____ day of _____, 2017.

READ a THIRD time this ____ day of _____, 2017.

ADOPTED this ____ day of _____, 2017.

Mayor

Chief Administrative Officer

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Mayor and Council
From: Tate Bengtson, CAO
Date: August 31, 2017
Subject: Stormwater Protection and Drainage Regulation Bylaw

RECOMMENDATION

THAT Council gives first, second, and third reading to the City of Enderby Stormwater Protection and Drainage Regulation Bylaw No. 1640, 2017.

BACKGROUND

Despite providing a drainage service, the City does not have a bylaw to regulate this matter, but has historically relied upon Provincial environmental enactments and legal precedent. The City has also relied upon its other powers within the *Community Charter* and certain of its other bylaws for which there is overlapping regulatory authority.

While this approach can be effective, it forms a patchwork that can be challenging to interpret and apply. By contrast, many local authorities address storm water and other drainage either through a dedicated service bylaw, in conjunction with sanitary sewer regulations, or together with watercourse protection. Given that the City's drainage system is a network of constructed and natural elements involving public and private property, the proposed bylaw opts to combine drainage with elements of watercourse protection. Council should note that the watercourse protection conditions in the proposed bylaw would not affect nor supersede the City's distinct obligations with respect to the *Riparian Areas Protection Act* and regulations. The bylaw also does not address design specifications, which are prescribed in the City's Subdivision Servicing and Development Bylaw.

The primary intent of the proposed bylaw is to codify current practice and ensure adequate authority is in place to prevent or remedy matters related to the drainage system. Council should observe that minor drainage elements are exempt under section 4 and groundwater is excluded from the bylaw's scope under section 6, as it would be unnecessary or impracticable to address these matters given existing capacity and authority.

Key components of the bylaw are: defining the drainage service and obligations (which is very similar to the sanitary sewer service); prohibiting the obstruction, alteration, fouling, or impeding of a watercourse or a specified drainage element which is significant to the overall functioning of the drainage system; affirming maintenance responsibilities for culverts and watercourses;

requiring an erosion and sediment control plan in relation to construction or other activities, and providing remedies for acts, omissions, failures, and emergencies.

Municipalities are authorized to provide services under section 8(2) of the *Community Charter* and, by bylaw, regulate, prohibit, and impose requirements in relation to specified matters under section 8(3) of the *Community Charter*. This includes a specific authority with respect to drainage under section 69 of the *Community Charter* and complimentary regulatory powers under the *Spheres of Concurrent Jurisdiction – Environment and Wildlife Regulation*.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer

THE CORPORATION OF THE CITY OF ENDERBY

BYLAW NO. 1640

A BYLAW TO PROTECT STORMWATER AND REGULATE DRAINAGE

WHEREAS the City of Enderby has established drainage works for the collecting, impounding, conveying, and discharging of surface and other waters;

AND WHEREAS under section 69 of the *Community Charter*, Council may, by bylaw, regulate the design and installation of drainage works, including those provided by persons other than the municipality, and require property owners to connect their buildings and structures to the works, as well as impose requirements on persons undertaking the construction of works to maintain the proper flow of water in a stream, ditch, drain, or sewer in the municipality or to reclaim or protect part of the land mass of the municipality from erosion by any cause;

AND WHEREAS under section 64 of the *Community Charter*, Council may regulate, prohibit, and impose requirements in relation to the protection and enhancement of the well-being of its community with respect to nuisances, disturbances, and other objectionable situations;

AND WHEREAS under section 8(3)(j) of the *Community Charter* and section 2(1)(a) of the *Spheres of Concurrent Jurisdiction – Environment and Wildlife Regulation*, a municipality may regulate, prohibit, and impose requirements in relation to polluting or obstructing, or impeding the flow of, a stream, creek, waterway, watercourse, waterworks, ditch, drain or sewer, whether or not it is located on private property;

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

Citation

1. This bylaw may be cited as the “City of Enderby Stormwater Protection and Drainage Regulation Bylaw No. 1640, 2017”.

Definitions

2. For the purposes of this bylaw:
 - a. “City” means the City of Enderby.
 - b. “contaminant” means any substance other than uncontaminated water that injures, or is capable of injuring, the health or safety of a person, property, or life form, or capable of damaging the environment, or is capable of interfering with the operation of the drainage system.
 - c. “Director” means the Director of Public Works and Engineering or designate for the City of Enderby, as appointed by the Chief Administrative Officer.
 - d. “drainage element” means any part of the drainage system.

- e. “drainage service” means the collection service for stormwater and other permitted discharges provided by the City of Enderby that makes use of, relies upon, or is affected by the drainage system.
- f. “drainage system” means the system and network of watercourses, mains, pipes, culverts, drains or sewers, drainage works, pump stations, flood boxes, dike gates or valves, catch basins, leads, curbs, and gutters, located in the City, whether on private or public property, by which stormwater and other permitted discharges are conveyed to a receiving environment, other watercourse, detention area, or other terminal area or deposit point.
- g. “nutrient-laden water” means water which contains fertilizers or other substances which accelerate plant or weed growth.
- h. “owner” has the same meaning as in the *Assessment Act*.
- i. “person” has the same meaning as in the *Interpretation Act* which, for certainty, includes “owner” as defined in this bylaw.
- j. “prohibited material” means any sediment, earth, construction or excavation wastes, cement, concrete, pesticides, fertilizers, nutrient-laden water, sewage, soaps, paints, chemicals, chlorinated water, waste oil or any material or substance which is a “hazardous product”, “contaminant”, “toxic substance”, “deleterious substance”, “special waste”, “dangerous good” or “reportable substance” that is identified, described in, or defined by any applicable statute, regulation or law, including other bylaws of the City, or that may constitute a hazard to the health of humans or animals, or that may be detrimental to the environment, or that may inhibit a drainage system or any part thereof.
- k. “stormwater” means water resulting from natural precipitation from the atmosphere and which is intended to be transported by a drainage system.
- l. “watercourse” means and includes a natural or constructed stream, canal, ditch, reservoir, retention pond, ditch, channel, swale, or other surface feature designed to convey or hold stormwater or other drainage, whether it contains such water continuously or intermittently, and whether it is located on private or public property within the City.

Scope and Purpose

- 3. This bylaw applies to all land within the City of Enderby.
- 4. The scope of this bylaw is limited to stormwater collection and the drainage system.
- 5. This bylaw exempts a drainage element that is not connected to or does not appreciably affect the drainage system, such as a swale or minor ditch situate upon a single property that only conveys a small amount of localized drainage or a personal stormwater detention or rainwater harvesting device such as a rain barrel or cistern.
- 6. This bylaw excludes groundwater from its scope.

7. This bylaw is intended for the sole use and benefit of the City in the fulfillment of its municipal purposes and services, and does not confer any powers, rights, or remedies upon an owner of private property otherwise available in law.
8. The purpose of this bylaw does not provide for:
 - a) the protection of any person from economic loss, property damage, or personal injury; or
 - b) the assumption by the City of any responsibility for ensuring or enforcing compliance with this bylaw; or
 - c) a warranty to any person that compliance with this bylaw will prevent flooding, pollution, or other nuisance to any person or property.

General

9. The Director is responsible for administering and enforcing this bylaw.
10. The Director shall be admitted access to an owner's property during reasonable hours in order to inspect, photograph, or test any portion of the drainage system, or to determine compliance with this bylaw. The Director shall be admitted access to the owner's property at any time during an emergency or imminent emergency in order to assess, restore, or order the repair of a damaged or altered portion of the drainage system, or to determine compliance with this bylaw.
11. An owner shall ensure that the terms and conditions of this bylaw, under which connection to the drainage system is provided, are not breached. The owner shall be liable for any breach.
12. The City may limit, interrupt, terminate, or refuse drainage service, or limit when a person may make use of the drainage service, in circumstances where the discharge may interfere with works being undertaken on the drainage system by the City, or when there is an emergency, or when the public interest may so require.
13. Drainage service is provided on the condition that a person makes no claim against the City, its Council, officers, agents and employees acting within the scope of their employment. It is further a condition that a person shall make no claim for any indirect, incidental or consequential damage and indemnifies and saves harmless the City in respect of all claims arising from the provision of the drainage service.
14. Nothing in this bylaw shall be interpreted as limiting or circumscribing the municipal protections provided by section 744 [*Immunity in relation to certain nuisance actions*] of the *Local Government Act*.
15. Nothing in this bylaw shall be interpreted as relieving a person from complying with Federal, Provincial and local government enactments and, in the event of a conflict between the provisions of this bylaw and a Federal or Provincial enactment, the more stringent shall apply except that, in the event of an incompatibility such that the provisions of one cannot be met without contravening the other, the provisions of the Federal or Provincial enactment shall prevail to the extent of the incompatibility.

Permits and Connections

16. Every owner shall apply for and obtain a permit from the Director prior to commencement of construction for any of the following activities:
 - a) constructing in or over a watercourse;
 - b) installing a culvert on a ditch or watercourse;
 - c) enclosing or filling a ditch or watercourse;
 - d) constructing within seven (7) metres of the toe of a dike;
 - e) constructing within six (6) metres of a top of bank adjacent to a ditch or watercourse;
 - f) altering or obstructing a watercourse;
 - g) constructing an agricultural irrigation system.
17. An owner must make application to the City for a permit to connect or otherwise discharge to the public drainage system. The application must include a plan of the proposed work prepared by a qualified professional, a report by a qualified professional evaluating the potential impacts of the proposed works on the quality of stormwater and the functionality of the drainage system, as well as any mitigation measures that the applicant will take to minimize adverse effects on the drainage system while the work is carried out.
18. The requirement for a permit does not apply to connections made prior to the effective date of this bylaw, except that the Director may require the owner to prepare a report by a qualified professional if the Director has a reasonable concern or there is a real or proposed change in the quantity, quality, or rate of discharge. In the event that an existing connection changes in size, location, or other appreciable fashion after the effective date of this bylaw, the permit requirement shall apply.
19. It is the owner's responsibility to ensure that elevations are met in order to connect a private property to part of a drainage system. The City is not obligated to meet the elevation of, or connect to, any private drainage system installed prior to the installation of the service connection. The owner is responsible for all costs associated with connecting to the drainage system.
20. The Director may waive the permit requirement if, in the opinion of the Director, the proposed works are of a minor nature unlikely to have an appreciable impact upon the drainage system or if the requirements and intent of this bylaw are, in the opinion of the Director, suitably addressed through a Building Permit or other development application or approval process.
21. The Director may attach terms and conditions to the issuance of a permit as are necessary to ensure that construction is carried out or a connection is made to the City's satisfaction and appropriate approvals have been obtained, as well as validating flow assumptions and verifying maintenance requirements.

22. A permit under this bylaw, including a permit waived by the Director, in no way relieves an owner from responsibility for adhering to all applicable bylaws, statutes, and regulations.
23. The lack or waiving of a permit for a drainage system or any part thereof, including any part of a drainage system constructed or functional prior to the effective date of this bylaw, shall not absolve an owner from a regulation, prohibition, or requirement made under this bylaw.

Discharge

24. No person shall cause or permit any contaminant or prohibited material to be discharged, dumped, deposited, spilled or washed, directly or indirectly, into the drainage system.
25. No owner shall connect, or allow to remain connected, a sanitary sewer to any part of the drainage system.
26. No person shall wash or permit the washing of concrete material from any driveway, sidewalk, patio, other impervious surface, or residue from concrete trucks or mixing devices, into the drainage system.
27. An owner must maintain and ensure the ongoing functionality of any stormwater interceptor or other stormwater quality control device on their property unless it is owned and maintained by the City, and must keep records related to the maintenance of the interceptor or other device for at least three (3) years, which must be provided to the Director upon demand.
28. An owner must maintain and ensure the ongoing functionality of any stormwater flow control device or system on their property unless it is owned and maintained by the City, and must keep records related to its maintenance for at least three (3) years, which must be provided to the Director upon demand.
29. An owner must maintain and keep clear any catch basin on their property that connects with the drainage system, unless it is owned and maintained by the City.
30. Subject to the other provisions of this bylaw, a person may discharge into the drainage system:
 - a) stormwater and run-off from melt and subsurface water;
 - b) wastewater customarily incidental to a residential use of land, including water resulting from natural precipitation and the drainage of such water, tending lawns and gardens, non-commercial car washing, and driveway washing, as well as other forms of uncontaminated water; and
 - c) wastewater customarily incidental to street cleaning, building washing, hydrant and water main flushing, dechlorinated swimming pool water, and firefighting activities.

31. Codes of practice may be implemented by the Director to authorize discharge to the drainage system for activities other than those allowed above, for which conditions may vary by particular business, class of business, or type of use. A condition of the approval and the ongoing authorization of any code of practice is that the management practices and facilities, if any, must be maintained with records kept by the owner as proof of service. If a code of practice establishes a requirement in relation to a specific discharge which differs from a provision of this bylaw, the code of practice shall prevail to the extent of the conflict. At the Director's discretion, a code of practice may not be required where adequate stormwater control or treatment devices are installed and maintained by a business in accordance with this bylaw or there is no appreciable impact to drainage quality, quantity, or ate.

Culverts

32. An owner must keep in good repair any culvert which is part of the drainage system that is located on private property or on public property for the benefit of the owner, such as a driveway crossing.
33. The Director may order the maintenance, repair, replacement, or right-sizing, at the owner's expense, of any culvert which is part of the drainage system that is located on private property or on public property for the benefit of the owner, such as a driveway crossing.
34. The City shall not be responsible to repair or restore any owner improvements constructed on top of or adjacent to a culvert which is part of the drainage system that is located on private property or on public property for the benefit of the owner.

Watercourses

35. Subject to the provisions of this bylaw and Federal and Provincial enactments, all watercourses on private property shall be maintained by every owner to allow and maintain the flow of water in the established direction unless varied by permit.
36. No person shall foul, obstruct, alter, or impede the flow, directly or indirectly, of a watercourse, regardless of whether it is situate on public or private property, unless that person has first obtained a permit to do so from the Director.
37. No person shall construct, install, improve, alter, extend, repair, renew, maintain, remove any bridge, culvert or culvert headwall, enclose a ditch, construct an access, or perform any other works in or over a watercourse or other component of the drainage system, whether or not it is located on private property, unless that person has first obtained a permit to do so from the Director, except that this requirement may be deferred during an emergency in order to repair or restore a drainage element to its previous functional state or otherwise maintain a drainage element, provided a reasonable effort is made to notify the City during the emergency or as soon as possible thereafter.
38. An owner may allow the City to maintain a watercourse, subject to any consideration, terms, and conditions to which the parties agree, in which case, the owner shall provide suitable access for labour and equipment to each watercourse maintained by the City under agreement. The owner must indemnify and save the City harmless from any liability associated with such maintenance.

39. The City may, at its discretion, undertake maintenance of a watercourse for the benefit of an owner or group of owners in the absence of an explicit agreement. The City shall in no way warranty or assume liability for such maintenance, and such maintenance shall not relieve the owner or owners of their responsibility to maintain the watercourse notwithstanding a discretionary undertaking by the City.

Erosion and Sediment Control

40. A person must not discharge water at such a rate, quantity, or quality, nor obstruct or alter a drainage system or any part thereof, such that it causes or is likely to cause erosion of the land mass of the municipality.
41. The Director may require an erosion and sediment control plan for any development where the site is:
- a) within 30 metres of a watercourse; or
 - b) contains slopes greater than 15 percent; or
 - c) has a history of erosion or soil and slope instability.

Remedies

42. Should prohibited material enter the drainage system, the owner or contractor performing the work must immediately notify the appropriate Federal and Provincial agencies as well as the City and, under the direction of those entities, the owner or contractor must take immediate steps to capture, contain and remove such prohibited material, as well as remedial action with respect to any qualitatively or functionally diminished drainage system or part thereof, or receiving environment.
43. If any owner, person or contractor is carrying on any construction work, or any other activity, in contravention of this bylaw, or which in the opinion of the Director is causing, or is likely to result in a discharge of prohibited material into the drainage system or cause erosion, harm, or nuisance, then the Director may order the immediate suspension of all or any portion of such construction work or other activity by posting a notice (Cease and Desist Order) to that effect at the place where the construction work, or other activity, is occurring. The Director may further direct that steps be taken by the owner or contractor to prevent further erosion, fouling, or discharge of prohibited material into the drainage system.
44. Failure to obtain a permit under this bylaw from the Director may result in the Director ordering the immediate suspension of all or any portion of such construction work or other activity by posting a notice (Cease and Desist Order) to that effect at the place where the construction work, or other activity, is ongoing. Where the construction work or other activity has been completed without a permit under this bylaw from the Director, the City may remove or rectify the construction, activity or discharge at the owner's expense, which may include requiring the owner to expose or uncover any works for the purpose of inspection or evaluation.

45. If, in the opinion of the Director, immediate steps should be taken to prevent the escape of prohibited material from part of a drainage system on private property, or to stop an escape which is ongoing, and/or if the Director is not satisfied that the owner or contractor has taken the appropriate steps to mitigate the release of prohibited material, then the City may enter onto the property to take steps necessary in the circumstances.
46. The Director may order an owner to construct, maintain, or restore any part of a drainage system on private property that is causing or is likely to cause erosion of the land mass of the municipality.
47. Should an owner fail to maintain the drainage system or any part thereof that is located on private property, or alters a watercourse without permit, the Director may order the owner to remedy the matter and, should the owner fail to do so, the City may enter private property in order to undertake a remedy at the owner's expense.
48. The cost of any work done by the City will be assessed to the owner. If the costs remain unpaid as of December 31 of the same year, the amount shall be deemed to be taxes in arrears and may be collected in accordance with Part 7, Division 14 of the *Community Charter*.
49. The City is in no way liable for works, including remedial activities, which it undertakes pursuant to this bylaw on private property due to the absence, failure, or refusal of an owner, or in an emergency, provided it takes such actions in good faith.
50. The City is in no way liable for failing to undertake works, including remedial activities, which it undertakes pursuant to this bylaw on private property due to the absence, failure, or refusal of an owner, or in an emergency.

Penalty

51. Every person who violates any provision of this bylaw, or fails to comply with the terms and conditions of a permit, or an order issued under this bylaw, commits an offence punishable upon summary conviction and will be liable to a fine of up to and including the maximum penalty provided by the *Offence Act* and, where the offence is continuing, each day that offence is continued will constitute a separate offence.
52. Every person who violates any provision of this bylaw, or fails to comply with the terms and conditions of a permit, or an order issued under this bylaw, may be issued a ticket under the City of Enderby Municipal Ticketing Information System Bylaw No. 1518, 2013 and/or the City of Enderby Bylaw Notice Enforcement Bylaw No. 1581, 2015, as amended from time to time.

Severability

53. If any section or lesser portion of this bylaw is held invalid by a court of competent jurisdiction, it will be severed and the validity of the remaining provisions of this bylaw will not be affected.

Effective Date

54. This Bylaw shall come into force and effect as of the date of adoption.

READ a FIRST time this ____ day of _____, 2017.

READ a SECOND time this ____ day of _____, 2017.

READ a THIRD time this ____ day of _____, 2017.

ADOPTED this ____ day of _____, 2017.

Mayor

Chief Administrative Officer

Agenda

**CITY OF ENDERBY
DEVELOPMENT VARIANCE PERMIT APPLICATION**

File No: 0013-17-DVP-END

August 30, 2017

APPLICANT: Tybren Holdings Ltd. and Brew Crew Investments Inc. (c/o Ocana Construction Ltd.)

LEGAL DESCRIPTION: Lot 11, Block 12, District Lot 150, Kamloops (Formerly Osoyoos) Division Yale District, Plan 211A

PID #: 012-592-790

LOCATION: 513 Hubert Avenue, Enderby BC V0E 1V1

PROPERTY SIZE: 0.08 hectares

ZONING: General Commercial (C.1)

O.C.P DESIGNATION: General Commercial

PROPOSED VARIANCE: Vary Sections 401.10.d.ii, 901.2.a, 901.2.c, and 901.3 of the City of Enderby Zoning Bylaw in order to reduce the minimum side yard setback requirement, reduce the minimum size of parking spaces, reduce the minimum size of small car parking spaces, permit vehicles to back out onto a highway from a parking area, and reduce the number of required parking spaces.

RECOMMENDATIONS:

THAT Council authorize the issuance of a Development Variance Permit for the property legally described Lot 11, Block 12, District Lot 150, Kamloops (Formerly Osoyoos) Division Yale District, Plan 211A and located at 513 Hubert Avenue, Enderby B.C. to permit variances to the following Sections of the City of Enderby Zoning Bylaw No. 1550, 2014:

- Section 401.10.d.ii by reducing the minimum side yard setback requirement from 5 m (16.40 feet) to 0.305 m (1 feet), in accordance with the attached Schedule 'A';
- Section 901.2.a of Schedule 'B' by reducing the minimum size of parking spaces from 6 m (19.68 feet) in length and 2.8 m (9.186 feet) in width to 4.8 m (15.75 feet) in length and 2.69 m (8.83 feet) in width, in accordance with the attached Schedule 'A';
- Section 901.2.a of Schedule 'B' by reducing the minimum size of *small car* parking spaces from 5.2 m (17.06 feet) in length and 2.3 m (7.546 feet) in width to 4.8 m (15.75 feet) in length and 2.286 m (7.5 feet) in width, in accordance with the attached Schedule 'A';

- Section 901.2.c of Schedule 'B' by permitting vehicles to back out onto a highway from a parking area, in accordance with the attached Schedule 'A'; and
- Section 901.3 of Schedule 'B' by reducing the number of required parking spaces from 20 to 18, in accordance with the attached Schedule 'A',

Subject to the owners providing a sworn affirmation which indemnifies and saves harmless the City of Enderby against all claims, liabilities, judgments, costs, and expenses of whatever kind, which may in any way accrue against the said City in consequence of, and incidental to, the issuance of the aforementioned Development Variance Permit.

BACKGROUND:

This report relates to a Development Variance Permit application for the property located at 513 Hubert Avenue. The applicant is proposing a one story, 152.7 m² (1,622 square feet) expansion to the existing commercial retail building (Gilbert Parts Depot) which would result in a significant increase in floor space.

In order to facilitate this expansion, the applicant is proposing a series of variances to the City of Enderby Zoning Bylaw No. 1550, 2014 including reducing the minimum side yard setback requirement, reducing the minimum size of parking spaces, reducing the minimum size of small car parking spaces, permitting vehicles to back out onto a highway from a parking area, and reducing the number of required parking spaces.

Site Context

The 0.08 hectare subject property is located on the northwest corner of the intersection of Hubert Avenue and Vernon Street, with a 297.26 m² (3,200 square feet) commercial retail building located in the central portion of the lot. Access to the property is gained via Hubert Avenue which is designated a Municipal Commercial Road, and Vernon Street which is designated as a Municipal Major Collector Road. There are 13 parking spaces located on site, with 8 parking spaces adjacent to Hubert Avenue and 5 parking spaces adjacent to Vernon Street.

Currently, the undeveloped portion of the subject property (where the addition is proposed to be located) is connected to the undeveloped portion of the neighbouring property to the north (702 Vernon Street); given that there is no fencing separating these two lots, these undeveloped areas together act as an informal lane which provides access between the properties.

The lot is located within the area designated as *Downtown Designated Parking Area* on Schedule 'H' of Zoning Bylaw No. 1550, 2014.

The subject property and properties to the north and west are zoned General Commercial (C.1) and are designated as General Commercial in the Official Community Plan (OCP). The properties to the east are zoned Light Industrial (I.1) and are designated as Light Industrial and Service Commercial within the OCP,

while the properties to the south are zoned Light Industrial (I.1) and Highway and Tourist Commercial (C.2) and are designated as Light Industrial and Highway and Tourist Commercial within the OCP.

The following map shows the zoning designation of the subject and surrounding properties.



Figure 1: Zoning Map

GC:	General Commercial (C.1)
HTC:	Highway and Tourist Commercial (C.2)
LI:	Light Industrial (I.1)
SC:	Service Commercial (C.4)

The following orthophoto of the subject and surrounding properties was taken in 2011:



Figure 2: Orthophoto

The Proposal

As shown on the attached Schedule 'A', the applicant is proposing a one story, 152.7 m² (1,622 square feet) addition along the western side of the existing commercial building which would result in a significant increase in floor space. The applicant is proposing to increase the number of off-street parking spaces from 13 to 18, 7 of which would be considered 'small car parking', with access to these spaces continuing to be gained via Hubert Avenue and Vernon Street.

The applicant is proposing to maximize the size of the addition which has resulted in it encroaching into the required side yard setback area, which will require a variance to the City's Zoning Bylaw to reduce the minimum side yard setback area. Given that the proposed addition will be consuming the majority of the undeveloped portion of the property, the applicant is also requesting variances to the City's Zoning Bylaw to reduce the minimum parking space dimensions, to permit vehicles to back out onto a highway, and to reduce the number of required parking spaces.

ZONING BYLAW:

The subject property is zoned General Commercial (C.1) and the permitted uses within this zone include accessory buildings and structures, accommodation (including apartments, dwelling units, hotels and motels), assembly and civic use, educational facilities and professional studios, entertainment and recreational facilities, food service, office and commerce facilities, public service use, retail sales, service and repair, and transportation facilities. The proposal as compared to the C.1 zone requirements is as follows:

CRITERIA	ZONE REQUIREMENTS	PROPOSAL
Buildings Per Lot (max.)	1 principal building	1 principal building
Floor Area (max.)	N/A	N/A
Height of Buildings and Structures (max.)	12 m (39.37 feet) or three (3) storeys	4.597 m (15.08 feet)
Lot Area (min.)	200 m ² (2,153 square feet)	835.40 m ² (8,992.2 square feet)
Lot Coverage (max.)	90%	53.87%
Lot Frontage (min.)	7 m (22.97 feet)	> 7 m (22.97 feet)
Off-Street Loading (min.)	N/A	1 space
Off-Street Parking (min.)	20 spaces <ul style="list-style-type: none">1 space per 23 m² of gross floor area450 m²/23 m² = 20 spaces	18 spaces
Setbacks (min.)		
Exterior Side Yard	N/A	7.6 m (25 feet)
Front Yard	N/A	6.02 m (19.75 feet)
Rear Yard	N/A	0 m
Side Yard	5 m (16.40 feet) on at least one side	0.305 m (1 feet)
Layout of Parking Spaces	Designed so that vehicles are not required to back out onto a highway	Vehicles need to back out onto a highway
Parking Space Dimensions (min.)	6 m (19.68 feet) in length and 2.8 m (9.186 feet) in width	4.8 m (15.75 feet) in length and 2.69 m (8.83 feet) in width
Small Car Parking Space Dimensions (min.)	5.2 m (17.06 feet) in length and 2.3 m (7.546 feet) in width	4.8 m (15.75 feet) in length and 2.286 m (7.5 feet) in width

The subject property is also located within the "Downtown Designated Parking Area" as designated on Schedule 'H' of Zoning Bylaw No. 1550, 2014. As per Section 401.9 of the Zoning Bylaw, for properties located within the Downtown Designated Parking Area, the number of required off-street parking spaces may be reduced by the number of spaces for which a fee of \$3,500.00/space is paid to the City. If a property owner within the Downtown Designated Parking Area is unable to meet the off-street parking requirements of the Zoning Bylaw, they can reduce the number of required spaces either by requesting a variance from Council or paying the aforementioned fee; should a variance request not be supported by Council, the applicant still has the ability to pay the aforementioned fee to reduce the

required number of parking spaces. As discussed in the Planning Analysis section of this report, it is anticipated that the parking demands of the proposed development would be able to be accommodated on site with the reduced number of parking spaces, without a material increase in demand on public parking within the downtown; given this, Staff recommend that the variance request be supported by Council. Please note that should Council choose not to support the variance, the applicant would be required to either provide the minimum number of off-street parking spaces or alternatively pay the necessary fees to have the number of required spaces reduced.

OFFICIAL COMMUNITY PLAN:

Policies contained within the Official Community Plan which apply to this development include:

- Policy 2.2.c - To maintain and enhance the social well-being, development, and the quality of life for all citizens of Enderby.
- Policy 3.3.a - Council recognizes that social well-being of all citizens and positive social development is vital to a healthy community and will act to support these through its planning and day-to-day decisions.
- Policy 3.3.c - Council recognizes that development of land has social impacts and will act through the approval process to minimize negative and maximize positive impacts.
- Policy 5.3.f - Council will develop strategies and tools to encourage and facilitate infill and redevelopment within existing developed areas of the community.
- Policy 8.3.i - Council will employ Smart Growth principles in future development.
- Policy 9.3.f - Council will develop a robust strategy to support infill, redevelopment, and brownfield reclamation that utilizes existing infrastructure, revitalizes the community, and enhances the use of underutilized lands.

REFERRAL COMMENTS:

The subject application was referred to the City of Enderby Public Works Manager, Building Inspector, and Fire Chief.

The Fire Chief discussed the proposal with Staff and concluded that there was no need to provide comment.

No other comments were received in response to the referral.

PLANNING ANALYSIS:

Side Yard Setback

The City of Enderby Planner raises no objections to the applicant's request to vary Section 401.10.d.ii of the Zoning Bylaw by reducing the minimum side yard setback requirement from 5 m (16.40 feet) to 0.305 m (1 feet), in accordance with the attached Schedule 'A', for the following reasons:

- It should be noted that a wider side yard setback area is helpful from a firefighting perspective given that it provides increased spatial separation between buildings and facilitates access to the rear of the property; however, the subject property is a corner lot which means that its building will have two exposed sides for firefighting purposes, and furthermore the BC Building Code/Fire Code would require the applicant to construct the western wall to an increased fire resistant standard if the proposed variance is supported;
- The reduced side yard setback area will increase the buildable area of the subject property, making the proposed addition economically viable as discussed in the letter from the applicant dated July 6, 2017, attached to this report as Schedule 'B'; and
- Although the existing informal lane along the western edge of the subject property may currently be used to facilitate access between adjacent lots, this area is not formally dedicated as road and is not intended to provide access.

Parking Space Dimensions

The City of Enderby Planner raises no objections to the applicant's request to vary Section 901.2.a of the Zoning Bylaw by, i) reducing the minimum size of parking spaces from 6 m (19.68 feet) in length and 2.8 m (9.186 feet) in width to 4.8 m (15.75 feet) in length and 2.69 m (8.83 feet) in width, and ii) reducing the minimum size of *small car* parking spaces from 5.2 m (17.06 feet) in length and 2.3 m (7.546 feet) in width to 4.8 m (15.75 feet) in length and 2.286 m (7.5 feet) in width, as shown on the attached Schedule 'A', for the following reasons;

- With the proposed addition, there is not a sufficient amount of space available on site to accommodate parking spaces with the minimum dimensions specified in the Bylaw, whether they are arranged in an 'angled' or 'right-angle' fashion;
- It is not anticipated that reduced parking space dimensions would result in the potential conflict between parked vehicles and travelling vehicles along Hubert Avenue given that the wide, paved boulevard area adjacent to the street provides a significant buffer area between the parking stalls and the travelled lanes of Hubert Avenue;
- The proposed variance would not result in any significant change to how the subject property is currently functioning, given the fact that the existing parking spaces on the property are currently functional with the same reduced dimensions; and
- It is not anticipated that the reduced minimum size of parking spaces would have a negative impact on the use and enjoyment of the subject or neighbouring properties.

Backing Onto a Highway

The City of Enderby Planner raises no objections to the applicant's request to vary Section 901.2.c of the Zoning Bylaw by permitting vehicles to back out onto a highway from a parking area, in accordance with the attached Schedule 'A', for the following reasons:

- Although the wide, paved boulevard area along the northern side of Hubert Avenue is technically considered a 'highway' for the purposes of the Zoning Bylaw, this boulevard area acts

as an informal maneuvering aisle for vehicles such that they can maneuver without having to back out directly into the travelled-lanes of Hubert Avenue; and

- Given the above, it is not anticipated that permitting vehicles to back out onto a highway from a parking area would have a negative impact on the use and enjoyment of the subject or neighbouring properties.

Number of Parking Spaces

The City of Enderby Planner raises no objections to the applicant's request to vary Section 901.3 of the Zoning Bylaw by reducing the number of required parking spaces from 20 to 18, in accordance with the attached Schedule 'A', for the following reasons:

- With the proposed addition, there is not a sufficient amount of space available on site to accommodate additional parking spaces, whether they are arranged in an 'angled' or 'right-angle' fashion;
- The proposed reduction in the number of required parking spaces is fairly minimal;
- It is anticipated that the parking demands of the proposed development would be able to be accommodated on site with the reduced number of spaces proposed, without a material increase in demand on public parking within the downtown;
- Given that it is not anticipated that the proposed variance would result in a material increase in demand on public parking within the downtown, Staff feel that requiring the applicant to pay a \$3,500/space fee in order to reduce the number of required parking spaces is not necessary, and that a variance is more appropriate; and
- It is not anticipated that reducing the number of required parking spaces would have a negative impact on the use and enjoyment of the subject or neighbouring properties.

It should be noted that the applicant initially proposed to provide 19 parking spaces on-site but one space was removed following discussions with Staff when it was determined that the space had the potential to create conflict with southbound traffic along Vernon Street turning west onto Hubert Avenue, given the space's close proximity to the intersection.

Lastly, Staff are recommending that issuance of the Development Variance Permit be subject to the owners providing a sworn affirmation which indemnifies and saves harmless the City of Enderby against all claims, liabilities, judgments, costs, and expenses of whatever kind, which may in any way accrue against the said City in consequence of, and incidental to, the issuance of the Development Variance Permit.

SUMMARY

This is an application for a Development Variance Permit for the property located at 513 Hubert Avenue, Enderby BC. The applicant is proposing a one story, 152.7 m² (1,622 square feet) addition along the western side of the existing commercial building which would facilitate a significant increase in retail and storage floor space; in order to facilitate this development, the applicant is proposing to vary the City of Enderby Zoning Bylaw No. 1550, 2014 in order to reduce the minimum side yard setback

requirement, reduce the minimum size of parking spaces, reduce the minimum size of small car parking spaces, permit vehicles to back out onto a highway from a parking area, and reduce the number of required parking spaces. The City of Enderby Planner is supportive of the proposed variances.

Prepared By:

A handwritten signature in blue ink, appearing to read 'K. Inglis', written over a horizontal line.

Kurt Inglis, MCIP, RPP
Planner and Deputy Corporate Officer

Reviewed By:

A handwritten signature in blue ink, appearing to read 'T. Bengtson', written over a horizontal line.

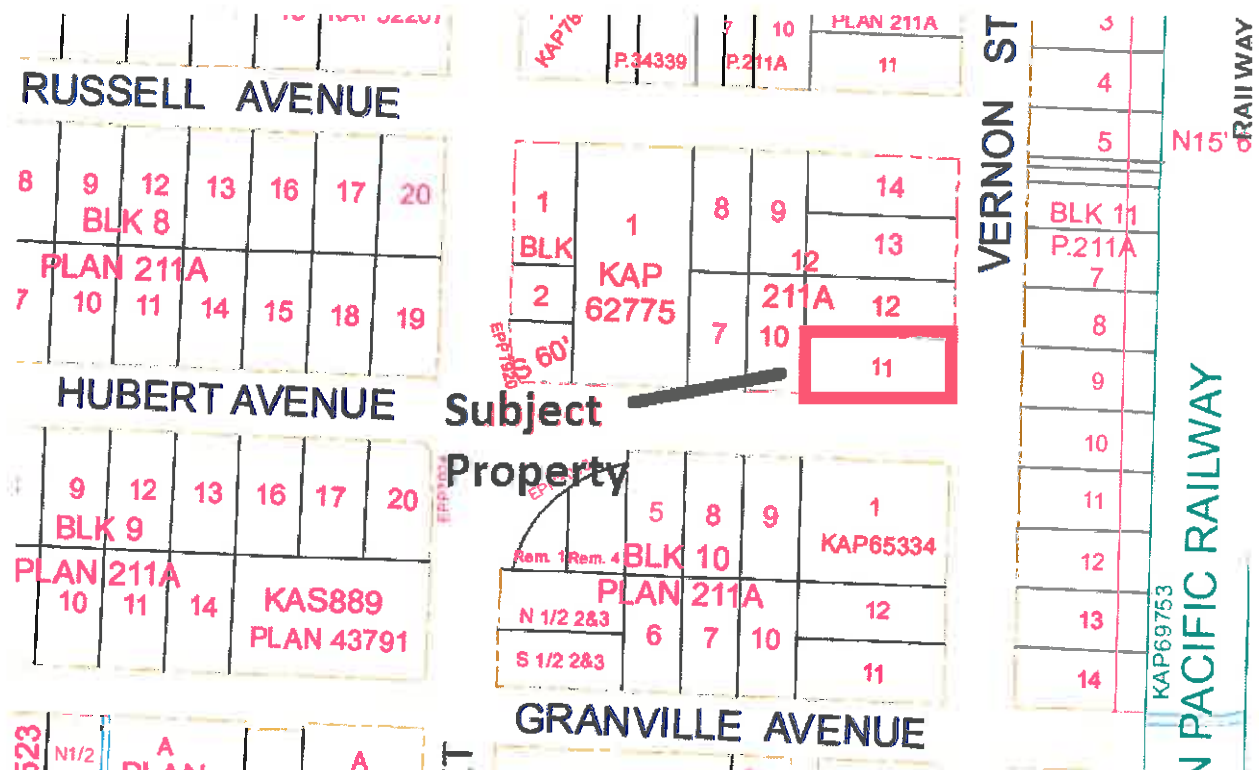
Tate Bengtson
Chief Administrative Officer

THE CORPORATION OF THE CITY OF ENDERBY
DEVELOPMENT VARIANCE PERMIT APPLICATION
SUBJECT PROPERTY MAP

File: 0013-17-DVP-END

Applicant: Tybren Holdings Ltd., Brew Crew Investments Inc., c/o Ocana Construction Ltd.

Location: 513 Hubert Avenue, Enderby BC





1
EXISTING SITE PLAN
SCALE 1/8"=1'-0"

[illegible]

DIVISION FOUR - COMMERCIAL ZONES

REQUIRED	PROPOSED
6. <u>Leaf Coverings:</u> 30% in coverage	Bulldog Coverage SBR Area 1 in coverage
7. <u>Leaflet of Bulbules and Stipules:</u> Lateral of 12m or three (3) decays	4.837m
10. <u>Subleaves:</u>	
a. <u>Endothelial Vene 0</u>	7.253m
b. <u>Endothelial Vene 1</u>	5.253m
c. <u>Endothelial Vene 2</u>	0.03m
d. <u>Endothelial Vene 3</u>	0.305m (What Size Vene)
e. <u>Leaflet without leaves</u>	
	<p>"VARIANCE APPLICATION REQUIRED"</p> <p>We are proposing to extend the building beyond the West Side Vene setback of four to provide for 1.305m from the West</p>
	<p>= 450.00 m² = 455.40 m² = 53.89m²</p>

REQUIRED	PROPOSED
----------	----------

[illegible]



REQUIRED	PROPOSED
----------	----------

4. Required Off-Sheet Loading Space: a. <u>1. Less than 45hr: 1 Space</u>	1 Space
--	---------



1
PROPOSED SITE PLAN
A1.1b SCALE 1/8"=1'-0"

LEGEND:

	IRON PIN
---	BLTBACK
---	PROPERTY LINE
	PAVED AREAS



BOURCET
ENGINEERING

HEAD OFFICE
501, Farnborough Rd
Vauxhall
TN 22 5AF, UK
Fax: 203 542 0750

REVEALING OFFICE
741, 288, 342, 348, 401, 404
Vauxhall, Bournville, Birmingham
www.bourcet-engineering.com

CONSULTANTS

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BIRMINGHAM ENGINEERING**

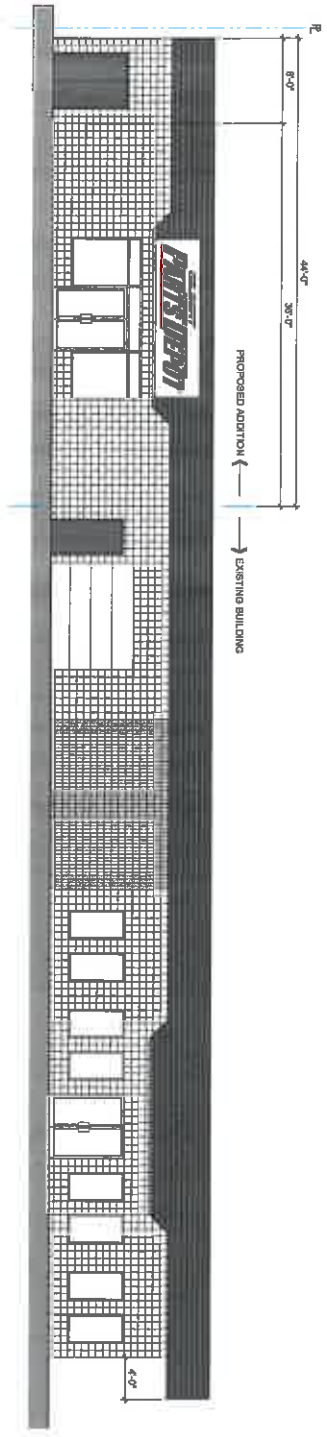
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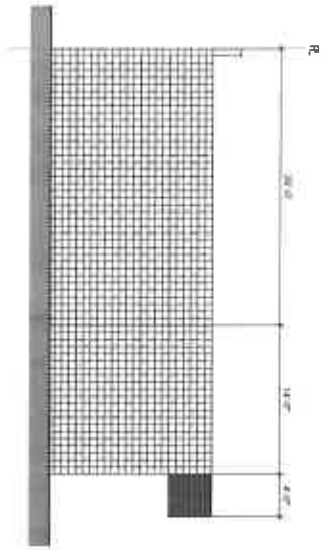
OCANA CONSTRUCTION
543 HUBBETT AVENUE
ENNERBY BC
DRAWING
PROPOSED SITE PLAN
OPTION 3

1928

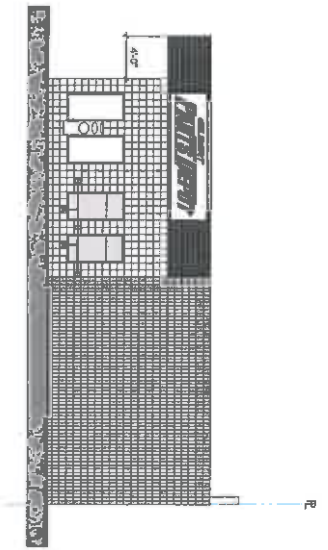
FILE	16-246
DATE	4 Aug 2017
SCALE	AS INDICATED
DRAWN	D MacNair, S.T. Ayers
DESIGN	R. Sauer, P. Eng.
SHEET NUMBER	A1.1b
REV	A



1 SOUTH ELEVATION
SCALE 3/8"=1'-0"



2 WEST ELEVATION
SCALE 3/8"=1'-0"



3 EAST ELEVATION
SCALE 3/8"=1'-0"



BOURCET ENGINEERING
Bourcet Engineering Inc.
1000 Highway 101, Suite 100
St. John's, NL A1B 1X9
Tel: (709) 522-0720
Fax: (709) 522-0720
www.bourcetengineering.com

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Revisions	Date	By	Checked
1	2012/09/05	MB	MB
2			
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4			
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8			
9			
10			

PROJECT GILBERT PANTS DEPOT	OWNER GILBERT PANTS DEPOT
DESIGNER BOURCET ENGINEERING	DATE 16.09.12
DRAWN EXTENSION ELEVATIONS	SCALE AS INDICATED
CHECKED EXTENSION ELEVATIONS	OVER BOURCET ENGINEERING
DATE 16.09.12	SHEET NUMBER A3.1
SCALE AS INDICATED	REV A

Brew Crew Investments Inc.
Tybren Holdings Ltd.
c/o 513 Hubert Ave
Enderby, BC

July 6, 2017

Bourcet Engineering
821 Fairweather Road
Vernon, BC
V1T 8T9

Attention: Blaine McNaueal

RE: 513 HUBERT AVE

Dear Blaine,

In regards to our location at 513 Hubert Ave in Enderby, we require to add more square footage to our building. To meet the needs of the community, we would like to grow our industrial and agricultural business by adding more product and services.

We have spoken to the adjoining property and it was determined that there is access to the rear of their property on the west side.

If we can't expand to our property line, then it doesn't make it feasible to continue with the expansion on a smaller square footage upgrade.

If you have any other questions or concerns, please don't hesitate to contact Trevor Gilbert at 250-308-9078 or trevor@gilbertparts.ca.

Yours sincerely,

Trevor Gilbert, Brew Crew Investments Inc.
Shelly Gilbert, Tybren Holdings Ltd.

TG/slg

0013-17-DVP-END Schedule 'B'

Agent

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Tate Bengtson, CAO
From: Jennifer Bellamy, CFO
Date: August 10, 2017
Subject: June 2017 Financial Report

Recommendation:

THAT the Financial Report from the Chief Financial Officer, dated August 10, 2017 be received for information.

Purpose:

To provide Council with a summary of the City's fiscal performance up to June 30, 2017.

Background/Discussion:

Attached are summaries on the activities for each fund up to June 30, 2017. Overall revenues and expenditures are where they are expected to be at this time of year. Below are explanations as to why actual amounts differ from prior year and budget.

General Fund

Revenues

Property tax levies - The remaining budget amount for property tax levies represent the 1% utility tax payments that are received in July.

Fire Protection - The remaining budget amount represents estimated operating costs for the remainder of the year to be paid by the Shuswap River Fire Protection District (SRFPD). This amount will be paid after year end once actual costs incurred for the year are known. The increase from 2016 actual is consists of SRFPD's portion of the SCBA equipment that was purchased earlier in the year.

Cemetery, Fortune Parks, and Animal Control – These revenues primarily consist of the annual RDNO requisition which has been invoiced. For Cemetery and Animal Control, the increase from 2016 represents the transfer of reserves from the RDNO of \$56,769 and 24,805 respectively. Pool and park revenues are relatively consistent with prior year revenues, while arena revenues have decreased. Recreation Services will be working to fill unused spaces to make up for the decreased revenue.

Other – This item includes business licenses, building permits, interest earned, administration fees and equipment usage from other funds. The increase in Other revenue from 2016 is primarily due to the sale of 613 Cliff Avenue and the increase in building permit revenue received. Any building permit surplus realized at the end of the year will be set aside for years when construction activity is less active.

Unconditional Grants – This represents the City's Small Community Grant and the Terasen Gas franchise fees. The remaining budget amount is for the franchise fees, which are collected in November.

Conditional Grants – Included in the budgeted amount is a \$239,539 grant for the Hillside Combined Sewer Separation project, for which senior government grant funding was not obtained. As a result this project will not proceed in 2017. The remaining uncollected grant amount represents the fundraising portion for the spray park, \$58,000, which was collected in July 2017.

Transfer from Reserves/Borrowing – This amount represents the use of surplus/reserve funds, which are recorded at year end once projects are complete and actual costs are known.

Expenditures

Protective Services – Included in 2017 are emergency response costs of \$122,185 incurred to the end of June for the temporary waterline and flood response. The City is seeking reimbursement of these costs through the Province. Remaining expenses included in this line item are consistent with expectations.

Fortune Parks - The increase from previous year is due to timing on operating projects (pool flooring and basin repainting, along with the compressor #3 replacement at the arena).

Capital Expenditures – The primary project budgeted is for Salmon Arm Drive which is still in its preliminary stage.

Transfer to Reserves – The amount shown here consists of development cost charges transferred to reserves along with the animal control and cemetery reserves transferred from the RDNO. The remaining transfer to reserves occurs at the end of the year.

Sewer Fund

Revenues

Sewer Revenues - Actual amount includes the 2017 frontage tax and the first period user fees. The amount remaining in the budget represents user fees to be collected in the next two billing periods.

Grants - The amount budgeted was for the Hillside Combined Sewer Separation project, in which grant funding was not obtained. As a result, this project will not proceed in 2017.

Transfer from Reserves - These transfers happen at the end of the year.

Expenditures

Maintenance – Increase in actual from prior year due to the increase in treatment costs from Corix oversight and progress on operating projects (Belvedere sewer line repair and lift station alarms).

Debenture Charges – Interest and loan payments happen primarily in October and December for sewer.

Capital Expenditures –Capital projects are still in preliminary stages.

Transfer to Reserves – These transfers happen at the end of the year.

Water Fund

Revenues

Water Revenues - Actual amount includes the 2017 frontage tax and the first period user fees. The amount remaining in the budget represents user fees to be collected in the next two billing periods. Water user fees collected in the first period are on target with budget projections.

Grants - The 2017 actual amount represents an initial payment for the Shuswap River Crossing project. The remaining grant funding will be received once costs are incurred above the initial payment.

Transfer from Reserves – Transfers from reserves occur at the end of the year once it is determined whether or not the use of reserves is needed.

Expenditures

Maintenance - Actual costs are consistent with budget.

Debenture Charges - Remaining budgeted debenture payments occur in November.

Capital Expenditures – Capital projects are still in preliminary stages.

Transfer to Reserves – These transfers happen at the end of the year.

Respectfully submitted,



Jennifer Bellamy
Chief Financial Officer

The Corporation of the City of Enderby**General Fund****June 30, 2017**

	2016 Actual	2017 Actual	2017 Budget	Remaining Budget	%
Revenue					
Property tax levies (net)	1,361,605	1,447,893	1,457,184	9,291	0.64%
Fire protection	45,682	163,149	201,544	38,395	19.05%
Revenue from other sources					
Cemetery	36,759	92,090	97,887	5,797	5.92%
Fortune parks	808,600	821,720	935,745	114,025	12.19%
Animal control	13,569	38,277	38,817	540	1.39%
Refuse	32,948	33,994	101,861	67,867	66.63%
Other	318,401	380,364	536,652	156,288	29.12%
Unconditional grants	444,525	450,300	474,105	23,805	5.02%
Conditional grants	6,351	101,028	459,443	358,415	78.01%
Transfer from reserves/borrowing	3,043	-	1,686,898	1,686,898	100.00%
Total Revenue	3,071,484	3,528,815	5,990,136	2,461,321	41.09%
Expenditures					
Executive	45,872	48,378	115,150	66,772	57.99%
Administrative	314,419	324,778	783,489	458,711	58.55%
Transportation services	235,362	224,981	534,915	309,934	57.94%
Protective services	99,997	199,522	201,400	1,878	0.93%
Refuse	50,773	52,063	101,838	49,775	48.88%
Animal control	12,803	14,066	27,432	13,366	48.73%
Cemetery	19,192	19,676	51,727	32,051	61.96%
Recreation & cultural services	36,496	41,053	77,686	36,633	47.16%
Fortune Parks	335,214	392,819	810,744	417,925	51.55%
Fiscal services	110,218	115,069	176,545	61,476	34.82%
Capital expenditures	1,827,524	366,083	2,254,144	1,888,061	83.76%
Transfer to reserves	33,980	137,490	855,066	717,576	83.92%
Total Expenditures	3,121,851	1,935,977	5,990,136	4,054,159	67.68%
Surplus(Deficit)	(50,367)	1,592,838	-		

The Corporation of the City of Enderby**Sewer Fund****June 30, 2017**

	2016 Actual	2017 Actual	2017 Budget	Remaining Budget	%
Revenue					
Sewer revenues	389,865	395,098	734,676	339,578	46.22%
Grants	-	-	130,156	130,156	0.00%
Transfer from reserves	-	-	524,827	524,827	100.00%
Total Revenue	389,865	395,098	1,389,659	994,561	71.57%
Expenditures					
Maintenance	192,429	285,305	588,558	303,253	51.52%
Debenture charges	13,047	13,047	56,652	43,605	76.97%
Capital expenditures	8,893	20,437	605,383	584,946	96.62%
Transfer to reserves	-	-	139,066	139,066	100.00%
Total Expenditures	214,369	318,789	1,389,659	1,070,870	77.06%
Surplus(Deficit)	175,497	76,308	-		

The Corporation of the City of Enderby

Water Fund

June 30, 2017

	2016 Actual	2017 Actual	2017 Budget	Remaining Budget	%
Revenue					
Water revenues	369,966	401,823	729,999	328,176	44.96%
Grants	-	174,081	812,844	638,763	0.00%
Transfer from reserves	-	-	587,811	587,811	100.00%
Total Revenue	369,966	575,904	2,130,654	1,554,750	72.97%
Expenditures					
Maintenance	260,913	226,976	518,259	291,283	56.20%
Debenture charges	17,920	6,170	20,081	13,911	69.28%
Capital expenditures	145,353	30,305	1,392,320	1,362,015	97.82%
Transfer to reserves	1,805	-	199,994	199,994	100.00%
Total Expenditures	425,991	263,451	2,130,654	1,867,203	87.64%
Surplus(Deficit)	(56,025)	312,453	-		

THE CORPORATION OF THE CITY OF ENDERBY
MEMO

Agenda

To: Tate Bengtson, CAO
From: Jennifer Bellamy, CFO
Date: August 11, 2017
Subject: Appointment of Barry Gagnon as Signatory for Banking

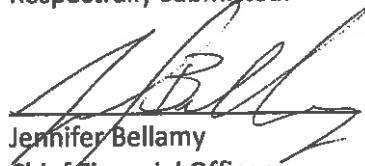
Recommendation:

THAT Barry Gagnon, Acting Chief Financial Officer, be added as a signatory for the General, Cemetery Care Fund, and Cemetery Donations Accounts in the name of The Corporation of the City of Enderby currently held at Enderby & District Financial.

Background:

With the upcoming leave of the Chief Financial Officer, Barry Gagnon, the Acting Chief Financial Officer will require signing authority. The above resolution is required to add Mr. Gagnon as an authorized signatory to the City's financial accounts.

Respectfully submitted.


Jennifer Bellamy
Chief Financial Officer

Agenda

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Tate Bengtson, CAO
From: Jennifer Bellamy, CFO
Date: August 16, 2017
Subject: 2018 Permissive Tax Exemptions

Recommendation:

THAT Council approves providing the properties as listed on Appendix "A" with a permissive tax exemption for 2018.

Background:

Appendix "A" is a listing of the properties for which the Finance Portfolio recommends providing a permissive tax exemption in 2018, along with the estimated amount of taxes that would be exempt.

While most of the exemptions provided for 2018 have not changed, below is a summary of the exemptions that would change:

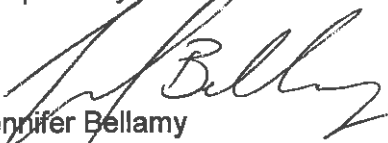
- Enderby Seniors Housing Society
 - Currently an exemption is provided to the entire property, which consists of Phase 1 of Enderby Memorial Terrace. In previous Council discussions, it was noted that the value of the total exemptions provided was close to the policy limit of 5% of the City's annual municipal levy. As such, correspondence was sent to the Society in 2014 informing it that Council's ability to provide exemption for Phase 2 is limited.
 - After discussions with BC Housing, it was confirmed that the lease agreements that BC Housing has with the Society are different for each Phase. For Phase 1, BC Housing provides the Society with a subsidy as there are limits placed on what the tenants are charged for rent. This limit is not in place for Phase 2 and as such, BC Housing will not be providing the Society with a subsidy for Phase 2.
 - The proposed exemption on Appendix A would only be for the value of the Phase 2 portion of the property. As BC Housing provides a subsidy for Phase 1, the exemption that was previously provided for Phase 1 will be removed and applied to Phase 2.
 - Although the value of the exemption provided to Phase 1 is less than the value that will be required to cover Phase 2 (\$12,280 compared to \$25,043), this will not require a tax increase to cover as Phase 2 is new construction. This strategy will also allow Council to provide the exemption to Phase 2 and still remain within the 5% policy limit. It should also be noted that revenue from new construction is generally used to help offset future tax increases, meaning the new exemption value provided will not be available to do this.
- Royal Canadian Legion

- The exemption that was previously provided to the Class 6 portion of the property (the lounge), has been removed. BC Assessment does not allow exemptions to be provided to Legion lounges and is enforcing this for 2018. Staff have been in contact with the Legion and they are aware this exemption will be removed for 2018.
- Seventh-day Adventist Church
 - Currently the exemption provided to the property is equivalent to the permissive portion provided to other Church properties in the City.
 - At the July 17, 2017 Council meeting, the Church requested that an exemption for the full value of the property be provided for 2018. To do this, a 0.25% increase to taxation would be required and the 5% policy limit would be exceeded.
 - To provide a balance between the Church's request, financial considerations, and policy, the exemption value included in Appendix A has increased by \$2,200, which is equal to the value the was previously provided to the Class 6 portion of the Legion property. This results in no additional tax increase required for 2018.
 - The Finance Portfolio is recommending this approach for 2018 only and the exemption will be reviewed in 2019 for appropriateness.

By supporting the above recommendations, there will be no tax increase required for 2018 to provide the exemptions and the exemptions provided are at 5%, which is the policy limit.

Once Council approves the list of properties to be provided an exemption, the properties, along with the estimated 2018 taxes, will be advertised before the bylaw is brought forward to Council. The permissive tax exemption bylaw must be adopted by October 31, 2017 in order to take effect for 2018.

Respectfully Submitted



Jennifer Bellamy
Chief Financial Officer

APPENDIX "A"

City of Enderby 2018 Permissive Tax Exemptions

Name	Civic Address	Estimated 2017 Taxes
Pioneer Place Society	1104 Belvedere Street	10,829
Enderby & Dist. Senior Citizens Complex	606 Stanley Avenue	1,975
Enderby & Dist. Senior Citizens Complex	1011 George Street	3,338
Enderby Seniors Housing Society	708 Granville	25,043
Enderby Fraternal Hall Society	507 Mill Avenue	1,054
Royal Canadian Legion	909 Belvedere Street	1,215
St. Andrew's United Church - Trustee	606 Regent Avenue	847
St. Andrew's United Church - Trustee	1110 Belvedere Street	583
Enderby Evangelical Chapel	706 Mill Avenue	728
Synod Diocese of Kootenay	602 Knight Avenue	904
Synod Diocese of Kootenay	608 Knight Avenue	440
Enderby Jehovah Witnesses	115 George Street	3,094
Roman Catholic Bishop of Kamloops	1406 George Street	1,148
Imperial Oil - City Hall Parking Lot	907 George Street	2,530
City of Enderby - Drill Hall	208 George Street	4,615
City of Enderby - Drill Hall Parking Lot	206 George Street	1,006
City of Enderby - Drill Hall Parking Lot	204 George Street	1,632
City of Enderby - Museum	903 George Street	5,010
City of Enderby - Info Centre	700 Railway Street	1,699
Seventh-Day Adventist Church	703 Old Vernon Street	2,573
Total estimated taxes		70,264

Agenda

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner and Deputy Corporate Officer
Date: August 23, 2017
Subject: Rural Economic Development Program Consensus Matrix

RECOMMENDATION

THAT Council identifies the economic development activities outlined in the attached *Consensus Matrix - Rural Economic Development Program Service Establishment*, as well as any economic development activities not included in the matrix, which it feels would be of value to the community;

AND THAT Council reserves comment regarding the form and financing of a Rural Economic Development Function until such time as the activities, structure, and costs of such a function have been elaborated;

AND FURTHER THAT Council includes this matter in its Economic Development Portfolio.

BACKGROUND

Throughout 2015 and 2016 the Regional Growth Strategy Support Team (RGSST), which consisted of representatives from the Regional District of North Okanagan, its member municipalities, and local First Nations, provided guidance to Urban Systems in the development of a Regional Employment Lands Action Plan (RELAP).

The aim of the RELAP is to assist the region in identifying employment lands that can yield economic development rewards within the next 5 years; the RELAP defined 'employment lands' as:

Lands that are identified in Official Community Plans, Zoning Bylaws and other Land Use Plans for clusters of businesses and economic uses and activities including, but not limited to, institutional, manufacturing, warehousing, offices, retail and associated ancillary uses.

Within the RELAP, the concept of a Rural Economic Development Function was identified as a recommended action item and it was stated that the objective of this function would be to improve economic development services available for rural communities and businesses within the North Okanagan, with the Regional District of North Okanagan (RDNO) and Community Futures being identified as the action champions. In order to aid the RDNO in determining whether there is mutual interest amongst the member municipalities, First Nations and Electoral Areas in further exploring the concept of a Rural Economic Development Function, the RDNO and Community Futures North Okanagan have developed the attached *Consensus Matrix - Rural Economic Development Program Service*

Establishment which has been referred to member municipalities, First Nations, and the Electoral Area Advisory Committee.

Staff are recommending that the Council identifies the economic development activities outlined in the consensus matrix, as well as any economic development activities not included in the matrix, which it feels would be of value to the community; furthermore, Staff recommend that Council reserves comment regarding the form and financing of a Rural Economic Development Function until such time as the activities, structure, and costs of such a function have been elaborated. The rationale for this recommended approach is as follows:

1. There could be multiple ways in which a Rural Economic Development Function could take shape, therefore it is prudent for Council to define what it wants and then evaluate which opportunity will provide the most impact and the best value for money;
2. The Enderby Community Infrastructure Planning & Economic Development Strategy is currently in progress (grant funded through Rural Dividend Program), and the outcomes of this project may help refine questions about activities, structure and costs of a Rural Economic Development Function; and
3. This approach will maintain focus on what Council wants to help the community achieve economically, rather than pre-defining how that might look as it may inadvertently close off other possibilities.

Staff are also recommending that the matter be included in Council's Economic Development Portfolio, whereby the designated Councillor for that portfolio would provide Council representation as part of the regional discussions related to a Rural Economic Development Function.

Respectfully Submitted,



Kurt Inglis
Planner and Deputy Corporate Officer



REGIONAL DISTRICT OF NORTH OKANAGAN

MEMBER MUNICIPALITIES:

CITY OF ARMSTRONG
DISTRICT OF COLDSTREAM
CITY OF ENDERBY

VILLAGE OF LUMBY
TOWNSHIP OF SPALLUMCHEEN
CITY OF VERNON

ELECTORAL AREAS:

"B" – SWAN LAKE
"C" – B.X. DISTRICT
"D" – LUMBY (RURAL)

"E" – CHERRYVILLE
"F" – ENDERBY (RURAL)

OFFICE OF: PLANNING DEPARTMENT

OUR FILE No.: 3045.01.02

June 20, 2017

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

Attn: Tate Bengston

Dear Tate:

Re: Rural Economic Development Program Consensus Matrix

During the development of the Regional Employment Lands Action Plan, it was identified by the RDNO Board of Directors that the establishment of a Rural Economic Development Function would be beneficial to the smaller and rural communities.

During a workshop held in October 2016, positive comments were heard from most jurisdictions that having a Rural Economic Development Function would be beneficial to the region as a whole and justifies having more discussion regarding what the actual service would entail and how it would operate.

A number of discussions have occurred over the past months in regards to the establishment of a Regional Rural Economic Development Program with varying levels of interest and support.

A matrix has been developed with the assistance of Community Futures North Okanagan and was presented to the Regional Growth Management Advisory Committee on May 18, 2017. The purpose of the matrix is to determine if there is a nexus of interests that would allow continued discussions to further develop the concept of a Rural Economic Development Program or obtain feedback to conclude this initiative and not pursue the matter any further.

The Board of Directors passed the following resolution on June 7, 2017:

That upon review and discussion, the draft Rural Economic Development Program Consensus Matrix attached to the staff report dated May 5, 2017, be referred to member municipal Councils, First Nations and the Electoral Area Advisory Committee for consideration; and further,

That subject to BC Rural Dividend Funding, a facilitated workshop be held with all interested participant jurisdictions to further develop a list of potential activities, governance structure and funding mechanisms as outlined in the Consensus Matrix attached to the staff report dated May 5, 2017.

...Page 2

The Board discussed the above resolution as an opportunity for the municipalities, electoral areas and First Nations to fill in the matrix to see if there is some level of support at a regional level.

Attached to this letter is the May 5, 2017 staff report regarding the Rural Economic Development Program Consensus Matrix. The RDNO is looking for feedback by September 2017.

If you have any questions or require further information, please contact Rob Smailes at (250) 550-3736 or rob.smailes@rdno.ca.

Yours truly;

A handwritten signature in black ink, appearing to read 'Rob Smailes', with a stylized flourish at the end.

Rob Smailes, MCIP, RPP
General Manager, Planning and Building
/ab



REGIONAL DISTRICT
of
NORTH OKANAGAN

REPORT

File No.: 3045.01.04

TO: Regional Growth Management Advisory Committee
FROM: Planning Department
DATE: May 5, 2017
SUBJECT: Rural Economic Development Program Consensus Matrix

RECOMMENDATION:

That, upon review and discussion, the draft Rural Economic Development Consensus Matrix attached to the staff report dated May 5, 2017, be referred to member municipal Councils, First Nations and the Electoral Area Advisory Committee for consideration; and further,

That, subject to BC Rural Dividend Funding, a facilitated workshop be held with all interested participant jurisdictions to further develop a list of **potential activities, governance structure and funding mechanisms** as outlined in the Consensus Matrix attached to the staff report dated May 5, 2017.

DISCUSSION:

Rural Economic Development Program

A Regional Employment Lands Action Plan (RELAP) Workshop held on October 12, 2016 at the Village Green Hotel in Vernon. During the workshop there were conversations about the initiative to further explore Action 5.1.2 of the RELAP, which is the concept of undertaking a Rural Economic Development Program for the small and rural communities within the North Okanagan with the exception of the City of Vernon (as they already have one). With direction from the Regional Growth Management Advisory Committee and the Board of Directors, RDNO staff and a team of economic development experts have worked with Community Futures North Okanagan (CFNO) to put some preliminary shape to the proposal which would see CFNO as the service provider.

It was agreed at the end of the Workshop by those in attendance that the topic required conversation at the individual Council level as a next step in determining if there was enough interest to further explore this concept. In essence, the two questions to be explored at that time were:

1. Do the parties want to do this at all?
2. Are there any strong objectives to the suggested third party delivery model?

It was understood that this exploration would eventually include discussions about governance, operations, areas of focus and financial models/options. At the end of the workshop, positive comments were heard that having a Rural Economic Development Program would be beneficial to the region as a whole and justifies having more discussion regarding what activities the actual service would entail and how it would be governed and funded.

Information on this matter was provided to all municipalities and First Nations in a letter dated October 25, 2016 requesting feedback regarding each individual community's level of interest to engage in further discussions about this initiative. Members of the team that organized the Workshop have spoken with individual Councils and staff over the past few months including Coldstream, Armstrong, Okanagan

Indian Band, and the Electoral Area Advisory Committee. There appears to be enough interest to continue the conversation about what an economic development program could entail. The written responses are attached for information as Appendix 2.

The purpose of this report is to provide a way to help continue those discussions. At the suggestion made by one of the Councils, the team has used a consensus matrix, similar to one used during the discussion of a legacy parks fund, to assist with focussing the next steps in the conversation. A consensus matrix has been developed based on service activities that Community Futures could provide. The four main areas of focus are:

- Business Retention and Expansion
- Workforce Development
- Economic Development Planning
- Regional Collaboration

Details of the four types of activities are outlined as a first draft for Community Futures North Okanagan after Table 1 at the end of this report. The results of the individual Councils considering the consensus matrix could be compiled and then used as the focal point of a facilitated workshop.

Potential Funding Mechanisms: BC Rural Dividend Program

In addition to working with the Community Futures Team and Kevin Poole from the City of Vernon on the proposed Economic Development Program, staff had conversations with staff from the Ministry of Job, Tourism, and Skills Training and Responsible for Labour, Economic Division regarding funding opportunities. The Rural Dividend Fund has a *Project Development Stream* that could assist with moving this proposal forward. The funds could be used to have a professional facilitated workshop of interested participants with a focus on **seeking agreement on the proposed economic development activities that could be undertaken by a Rural Economic Development Officer**, a workplan, governance structure and budgetary implications if a program or service is established. The Regional Manager for the Ministry addressed the Electoral Area Advisory Committee as a delegation on May 4, 2017 regarding the BC Rural Dividend Fund opportunities and the Committee subsequently passed the following resolution:

"That it be recommended to the Board of Directors, that submission of an application to the BC Rural Dividend Program to develop the Rural Economic Development Officer Program be authorized."

The deadline for the spring intake of the Rural Dividend Fund is May 31, 2017 and a Board resolution is a requirement along with and budget. Subject to ratification at the May 17, 2017 Board meeting, staff will make the application submission for \$10,000 to have a facilitated workshop to further refine the proposal with the desired outcomes of an outline of the work plan, organizational structure (i.e. governance) and the budget for the program. The workshop would likely occur in September 2017.

Next Steps:

If the RGMAC and subsequently, the Board of Directors endorses the above recommendations, staff will refer this report and the attached Consensus Matrix to all interested jurisdictions with an offer for staff from the either the RDNO or Community Futures to assist with individual conversations, if desired. RDNO will submit a Project Development Application for the BC Rural Dividend Fund before the May 31, 2017 deadline, under the project development stream to assist with a facilitated workshop to seek agreement on activities, governance structure, workplan and how to pay for it. This information can then be used by the interested jurisdictions to determine if there is an interest in participating in the program.

SUMMARY:

A Workshop was held with staff and elected officials to discuss the initiative to further explore the concept of undertaking a Rural Economic Development Function for the communities within the North Okanagan [Action 5.1.2 of the Regional Employment Lands Action Plan]. As a follow up, staff from the RDNO and Community Futures have addressed some of the local jurisdictions regarding the potential development of a Rural Economic Development Program and there is an interest in furthering the conversation. This report provides a suggested option for continuing the conversation to move this project forward and determine potential activities, work plans, governance and budgetary implications in order for individual jurisdictions to determine their level of commitment to participation. It is recommended that if there is preliminary support for a Rural Economic Development Program, the Consensus Matrix be referred to member municipal Councils and the Electoral Area Advisory Committee for consideration and that if successful receiving BC Rural Dividend funding, that a facilitated workshop be held to build on the consensus matrix and develop potential activities, work plan governance, and budgetary implications in order that a decision can be made whether to proceed with this initiative.

Submitted by:


Rob Smailes, MCIP, RPP
General Manager, Planning and Building

Approved for Inclusion:


David Sewell
Chief Administrative Officer

Appendices:

- Appendix 1 – Consensus Matrix
- Appendix 2 – Response Letters

APPENDIX 1

Table 1. Consensus Matrix - Rural Economic Development Program Activities

Are you interested in any of the following activities for a Rural Economic Development Program				
Member Municipality / Electoral Area	1. Business Retention and Expansion	2. Workforce Development	3. Regional Collaboration	4. Economic Development Planning
City of Armstrong				
District of Coldstream				
City of Enderby				
Village of Lumby				
Township of Spallumcheen				
City of Vernon				
Electoral Area B				
Electoral Area C				
Electoral Area D				
Electoral Area E				
Electoral Area F				
Total				

NOTE: Details provided on the following pages

Business Retention and Expansion

Research has shown that up to 80% of a community's job growth is generated by existing businesses. Accordingly, a key focus of the economic development work undertaken would be to ensure that an open dialogue is maintained with the regional business community in order to better understand the needs, concerns and future plans of the existing businesses. Efforts in this area will look for ways to assist businesses increase their productivity, and help facilitate access to financing, export development, and technology developments through the development of strategic partnerships.

Activities:

Assist rural communities to develop and execute annual Business Walks Events

- Provide coordination and resources
- Assist with tabulating data
- Work with communities to follow up with businesses needing supports

Provide information, business support and referrals

- Business services (operations, marketing, financing, HR, etc)
- Export advising
- Access to community based data
- Assist with connections between local government and business (ex. Land use, building inquiries, zoning details, natural resources, site selection, property investigation)

Assess barriers to growth or expansion

- Succession planning
- Investment
- Innovation

Develop a business database:

- Relevant statistics
- Tracking inquiries (type, numbers, sectors)
- Tracking referrals
- Assess business requiring after care

Sectoral support initiatives

- Develop and implement an Agri-tourism workshop series connecting producers to resources and Ministry supports for these activities
- Support manufactures with access to innovation programs and project funding
- Design a program for the tourism sector on marketing and attraction

Work Force Development

The skill level of the available work force is one of the primary determinants of the future economic success of the local industry and businesses in the region. As such, it is important that we work with local employers to help ensure that they have access to the tools and resources that will enable them to recruit, train and retain skilled workers. A top priority will be to work in partnership with key stakeholders to achieve the common goal of building a highly skilled, highly adaptable workforce.

Activities:

Consult with local employers about human resource needs

- Conduct and analysis of skill gaps, training needs and barriers
- Facilitate/participate in roundtable discussions and labour market task force initiatives

Develop HR training for employers

- Employment law and standards
- Recruitment and hiring strategies
- Employee retention approaches

Promote programs for employers

- Liaise with WorkBC to support employers to recruit staff
- Provide information and resources in labour and hiring incentive programs
- Ensure employers are aware of grants for training and hiring

Regional Collaboration

Many of today's most compelling land use, natural resource, and environmental issues require people and institutions to work across jurisdictional lines. Sharing of costs and the leveraging of additional resources are the primary arguments in favour of a regional approach. Community Futures has built relationships with the North Okanagan municipalities and economic development organizations and feel that by working regionally, there will be many opportunities for synergies.

Activities:

Promote the sharing of resources for projects and regional initiatives in order to reduce duplication

- Develop a communication matrix to ensure ongoing information sharing with stakeholders
- Promote rural economic development services, resources and successes through social media, blogs and website
- Act as a liaison between local organizations, businesses and individuals and representatives of government, business and industry concerning economic development

Economic Development Planning

Economic Development planning assists with providing goals, objectives, desired outcomes and a framework for activities for the term of a contract.

Activities:

Engage stakeholders

- Meet with stakeholders to determine how best to collaborate on current economic development initiatives, projects and plans for the future
- Rural Economic Development Committee
 - Made up of: members of Council from rural communities
 - Establishment of clear mandate and Terms of Reference
- Role:
 - Review progress (objectives, timelines, and outcomes)
 - Support activities
 - Report to their respective Councils
 - Meet annually

Research

- Research and provide recommendations on community economic development opportunities
- Research private and public sector economic development funding opportunities
- Consult with industry and government representatives concerning eligibility requirements for funding
- Prepare proposals for funding to support community economic development

Table 2. Consensus Matrix - Rural Economic Development Program Service Establishment

If there is general support / areas of shared interest within Table 1, what governance / reporting structure is of interest?				
Member Municipality / Electoral Area	1. Regional Growth Management Advisory Committee	2. Board of Directors	3. New RDNO Stakeholder Committee	4. Other?
City of Armstrong				
District of Coldstream				
City of Enderby				
Village of Lumby				
Township of Spallumcheen				
City of Vernon				
Electoral Area B				
Electoral Area C				
Electoral Area D				
Electoral Area E				
Electoral Area F				
Total				

Table 3. Consensus Matrix - Rural Economic Development Program Funding Mechanisms

If there is general support / areas of shared interest within Tables 1 & 2, what Funding Mechanisms are you in support of?		
Member Municipality / Electoral Area	Taxation- (e.g. \$0.02 per \$1000.00 property tax assessment values)	Grant program with contribution based on population
City of Armstrong		
District of Coldstream		
City of Enderby		
Village of Lumby		
Township of Spallumcheen		
City of Vernon		
Electoral Area B		
Electoral Area C		
Electoral Area D		
Electoral Area E		
Electoral Area F		
Total		



THE CORPORATION OF THE CITY OF VERNON

File: 6750-20-06, 0482-05-05

November 29, 2016

Regional District of North Okanagan
9848 Aberdeen Road
Coldstream, BC
V1B 1K9

Attention: Rob Smailes, General Manager, Planning and Building

Dear Mr. Smailes:

Re: Regional Employment Lands Action Plan

In response to your letter dated October 25, 2016 regarding the captioned topic, at their Regular meeting held on November 28, 2016, Council passed the following resolution:

'THAT Council receive the correspondence from the Regional District of North Okanagan as attached to the internal memorandum titled Regional Employment Lands Action Plan Update from the Manager of Economic Development and Tourism dated November 16, 2016, for information purposes;

AND FURTHER, that Council direct Administration to notify the Regional District of North Okanagan that Council is supportive of a Rural Economic Development service provided that it is done at no cost to the City of Vernon and is complementary to the City of Vernon's existing Economic Development service.

CARRIED.

Should you have any questions or if you require further information please contact Mr. Kevin Poole, Manager, Economic Development & Tourism at kpoole@vernon.ca or at 250-550-3249.

Yours truly,


Susan Blakely
Manager, Legislative Services

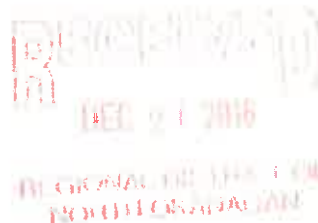
Cc: K. Poole, Manager, Economic Development & Tourism

THE CORPORATION OF THE TOWNSHIP OF SPALLUMCHEEN

4144 Spallumcheen Way, Spallumcheen, BC V0E 1B6
Phone: 250-546-3013 • Fax: 250-546-8878 • Toll Free: 1-866-546-3013
Email: mail@spallumcheentwp.bc.ca • Website: www.spallumcheentwp.bc.ca



December 6th, 2016



Rob Smailes
General Manager, Planning & Building
Regional District of North Okanagan
9848 Aberdeen Road
Coldstream, BC V1B 2K9

Dear Rob,

Re: Rural Economic Development Program – Township of Spallumcheen Support to Stage 2

Thank you for your letter dated October 25th, 2016 requesting the Township's consideration for a Rural Economic Development Program. Your letter was included on the Monday, November 28th, 2016 Township of Spallumcheen Committee of the Whole agenda.

Please be advised that at the Monday, December 5th, 2016 Regular Meeting of Spallumcheen Council, the following resolution was ratified:

"...THAT the Township of Spallumcheen Council agree in principle to engage in further discussions regarding the suggested third party delivery model with Community Futures North Okanagan for a Rural Economics Development Function if supported by other Regional District of North Okanagan communities."

If you have any questions please contact the undersigned at 250-546-3013.

Respectfully,

Corey Paiement
Chief Administrative Officer

CG/mw

From: [Ashley Bevan](#)
To: [Ashley Bevan](#)
Subject: RE: Economic Development
Date: Tuesday, May 09, 2017 9:04:21 AM

From: Sue Wood [<mailto:swood@cityofarmstrong.bc.ca>]

Sent: Friday, February 24, 2017 12:21 PM

To: Paddy Juniper <Paddy.Juniper@rdno.ca>

Subject: Economic Development

Hi Paddy,

During their Regular Meeting of November 28, 2016, Council endorsed the following resolution:
"THAT Council express their interest to Community Futures and the RDNO Regional Employment Lands Action Program indicating the City of Armstrong's willingness to explore a proposed rural economic development service managed by Community Futures for the small communities in the area and the Regional District."

The correspondence to Community Futures and the RDNO was missed being sent. Could you provide me with an update on where this initiative might be?

Thanks,

Sue Wood, Corporate Officer

City of Armstrong, Box 40, 3570 Bridge Street, Armstrong BC V0E 1B0

Phone (250) 546-3023 **Fax** (250) 546-3710 **Email:** swood@cityofarmstrong.bc.ca **Web** www.cityofarmstrong.bc.ca

The information contained in this transmission may contain privileged and confidential information of the City of Armstrong. It is intended for review only by the person(s) named above. Dissemination, distribution or duplication of this communication is strictly prohibited by all recipients unless expressly authorized otherwise. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. Thank you.



Please don't print this e-mail unless you really need to.

REGIONAL DISTRICT OF NORTH OKANAGAN

Extract from the Minutes of a Meeting of the

Electoral Area Advisory Committee

Held on

Thursday, December 15, 2016

NEW BUSINESS

Regional Employment Lands Action Plan Workshop - Rural Economic Development

Moved and seconded by Directors Cameron and Macnabb
That the letter dated October 25, 2016 re: Regional Employment Lands Action Plan Workshop - Rural Economic Development be received for information.

CARRIED

Moved and seconded by Directors Cameron and Halvorson
That it be recommended to the Board of Directors, that the Board of Directors be informed that the Electoral Areas support in principle a rural economic development function.

CARRIED



FIRST NATIONS'
Emergency Services
BRITISH COLUMBIA



The Strategic Wildfire
Prevention Initiative
is managed by the
SWPI Working Group.
For program
information, visit the
Funding Program
section at:

www.ubcm.ca

LGPS Secretariat

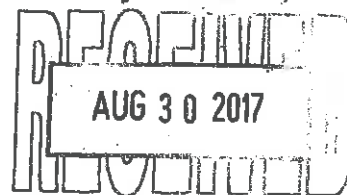
Local Government House
525 Government Street
Victoria, BC, V8V 0A8

E-mail: swpi@ubcm.ca
Phone: (250) 356-2947

Local Government Program Services

...programs to address provincial-local government shared priorities

Corporation of the
City of Enderby



August 25, 2017

Mayor McCune and Council
City of Enderby
Box 400
Enderby, BC V0E 1V0

RE: Strategic Wildfire Prevention Initiative - Approval of Community Wildfire Protection Plan/Update Application (SWPI-780: Enderby CWPP Update, 2017)

Dear Mayor and Council,

Thank you for submitting an application for a Community Wildfire Protection Plan update grant for the above noted project. The SWPI Working Group has reviewed your submission and the application requirements have been met.

The application form indicates a total project cost of \$32,660.00. As the applicant is required to contribute 25% of the total project cost, the working group has approved a maximum grant in the amount of \$22,500.00, or 75% of the actual eligible project costs, whichever is less. The balance of the project cost is required to be funded through community contributions.

The conditions of approval are outlined in the Program & Application Guide and the general Terms & Conditions are attached. In addition, please note the approved grant is also subject to the following requirements:

- (1) The funding is to be used solely for the purpose of the above named funding program and project and for the expenses itemized in the budget that was approved as part of your application;
- (2) Funds are not transferable to other projects;
- (3) A post-approval meeting with the local Fuel Management Specialist is required to be completed. Please contact Michael Aldred at the Kamloops Fire Centre to schedule this meeting;
- (4) It is expected that all CWPPs and CWPP updates will be presented to the Council, Board or Band Council;
- (5) All project activities must be completed within 12 months and no later than August 25, 2018;

(6) The final report is required to be submitted within 30 days of project completion and no later than September 25, 2018. The report must include:

- Completed Final Report Form, including signatures of the applicant and the Registered Forest Professional
- Copy of the completed CWPP/update, including all required content identified in the Program & Application Guide
- Maps, spatial data, metadata, and methodology relating to the project

Additional information regarding financial reporting, disclosure of project revenues and other grant contributions, and grant calculations are available in the Program & Application Guide.

Also, please note that the *Community Charter* and *Local Government Act* provide the requirements for municipalities or regional districts that are providing services outside of their own jurisdiction.

As outlined in the Program & Application Guide, grants will be awarded upon completion of your project and satisfactory receipt and approval of the final report. For information on changes to the approved project or progress payments, please refer to the program guide or contact Local Government Program Services at (250) 356-2947 or swpi@ubcm.ca.

We wish you every success with your project and look forward to working with you on future community safety initiatives.

Sincerely,



Peter Ronald
Programs Officer

cc: Kurt Inglis, Planner & Associate Corporate Officer, City of Enderby
Michael Aldred, Fuel Management Specialist, Kamloops Fire Centre

Enclosure