



REGULAR MEETING OF COUNCIL

AGENDA

DATE: Monday, November 20, 2017
TIME: 4:30 p.m.
LOCATION: Council Chambers, Enderby City Hall

1. APPROVAL OF AGENDA

2. ADOPTION OF MINUTES

[Regular Meeting Minutes of November 6, 2017](#)

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3. PUBLIC AND STATUTORY HEARINGS

4. PETITIONS AND DELEGATIONS

5. DEVELOPMENT MATTERS

[308 George Street – Cancellation of Notice on Title](#) – Memo from Planner and Deputy Corporate Officer dated November 16, 2017

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

7. BYLAWS – Adoption

[Housing Agreement Authorization Bylaw No. 1633, 2017](#)

A bylaw to authorize a Housing Agreement

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[Safe Premises Bylaw No. 1644, 2017](#)

A bylaw to regulate and impose requirements respecting remediation of real property and premises damaged through the production, trade, or use of controlled substances

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

A bylaw to amend the Intermunicipal Fire Training Centre Service Bylaw No. 1512, 2012

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8. REPORTS

Mayor and Council

[Building Permit Detail Report – October 2017](#)

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9. NEW BUSINESS

- a. [Approval of Fire Training Centre 2018 Budget](#) – Memo from Chief Administrative Officer dated November 8, 2017 pg 61-63
- b. [Holiday Office Closure](#) – Memo from Chief Administrative Officer dated November 10, 2017 pg 64
- c. [2018 Council Meeting Schedule](#) – Memo from Chief Administrative Officer dated November 10, 2017 pg 65-66
- d. [Enderby Christmas Committee – Road Closure Applications](#) – Memo from Planner and Deputy Corporate Officer dated November 16, 2017 pg 67-71
- e. [2017 Business Walk Results](#) – Memo from Planner and Deputy Corporate Officer dated November 16, 2017 pg 72-78

10. PUBLIC QUESTION PERIOD

11. CLOSED MEETING RESOLUTION

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

12. ADJOURNMENT

THE CORPORATION OF THE CITY OF ENDERBY

Minutes of a **Regular Meeting** of Council held on Monday, November 6, 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
Planner and Deputy Corporate Officer – Kurt Inglis
Recording Secretary – Bettyann Kennedy
The Press and Public

APPROVAL OF AGENDA

Items were added to the In-Camera agenda pursuant to Section 90 (2) (b) and Section 90 (1) (g) and (k) of the *Community Charter*.

Moved by Councillor Case, seconded by Councillor Davyduke that the agenda be approved as amended.

Carried

ADOPTION OF MINUTES

Regular Meeting Minutes of October 16, 2017

Moved by Councillor Knust, seconded by Councillor Schreiner that the minutes of the regular meeting of October 16, 2017 be adopted as circulated.

Carried

PETITIONS AND DELEGATIONS

Aspen Lands – Presentation on Economic Development

James Kay of Aspen Lands Ltd. is a civil engineer who does extensive work with developers. His assistant, Emma Oliver sources vacant land and development opportunities.

- Funding is from the Rural Dividend Fund.
- It is found that working with current residents and business people can be more effective than chasing opportunities from outside the community.
- Areas identified as prime for development or redevelopment include the Knoll area, downtown, the industrial park, Brickyard Road, Vernon Street.
- Downtown area would welcome development and there are sites ready to go. Recent upgrades to Cliff Avenue make it attractive to potential developers.
- Brickyard Road has the potential for landowners to work together to address servicing needs.

- Rather than conduct a hotel study, it would be better to arrange for staff to meet with several hotel developers to determine if there is potential.
- Consultants to be engaged to work on a new DCC bylaw and Works and Services bylaw.
- Next steps include bylaw updates, grant applications, and hotel consultations.

In response to queries from Council:

- Marketing should be targeted to specific wants for the community as opposed to trade shows. It is best to be direct and reach out first.
- Of the 55 letters sent to specific property owners, 7 have responded so far. It's nice to have positive responses already and work will continue on the remainder.
- The Little City Fashions empty lot should be encouraged as a strategic piece for redevelopment. An RFP process that clearly states what the City wants will have the best chance of achieving strategic goals.
- Caution is recommended when considering creating public washrooms, but they can be beneficial. Need to consider if a public washroom would actually be supported by the business community, perhaps in the form of a partnership.
- Mr. Kay commended staff's approach to economic development and planning.

BUSINESS ARISING FROM THE MINUTES AND/OR UNFINISHED BUSINESS

Opportunity for Stakeholder Consultation on Ride-Sharing Services – Memo from Chief Administrative Officer dated October 26, 2017

Moved by Councillor Case, seconded by Councillor Baird that Council direct Staff to respond to the Province's stakeholder consultation on modernizing passenger directed vehicle services consistent with its endorsed UBCM resolution entitled "Regulation of Ride Sharing Services in Small, Rural, and Remote Communities";

AND THAT the Province be encouraged to add small community representation to its stakeholder list for the ride-sharing consultation.

Carried

BYLAWS – Adoption

Parks, Recreation and Culture Fees Imposition Bylaw No. 1578, 2015 Amendment Bylaw No. 1635, 2017

Moved by Councillor Shishido, seconded by Councillor Baird that Parks, Recreation and Culture Fees Imposition Bylaw No. 1578, 2015 Amendment Bylaw No. 1635, 2017 be adopted.

Carried

Bylaw Notice Enforcement Bylaw No. 1581, 2015 Amendment Bylaw No. 1642, 2017

Moved by Councillor Knust, seconded by Councillor Shishido that Bylaw Notice Enforcement Bylaw No. 1581, 2015 Amendment Bylaw No. 1642, 2017 be adopted.

Carried

Municipal Ticketing Information (MTI) System Bylaw No. 1518, 2013 Amendment Bylaw No. 1643, 2017

Moved by Councillor Knust, seconded by Councillor Shishido that Municipal Ticketing Information (MTI) System Bylaw No. 1518, 2013 Amendment Bylaw No. 1643, 2017 be adopted.

Carried

BYLAWS – 3 Readings

Housing Agreement Authorization Bylaw No. 1633, 2017

A bylaw to authorize a Housing Agreement – Memo from Planner and Deputy Corporate Officer dated October 24, 2017

Moved by Councillor Baird, seconded by Councillor Davyduke that Housing Agreement Authorization Bylaw No. 1633, 2017 be given three readings;

AND THAT the Mayor and Corporate Officer be authorized to register a Section 219 Covenant (Housing Agreement) on the titles of the parcels legally described as Lot 1, District Lot 150, Kamloops Division Yale District, Plan KAP77756 (PID: 026-240-319), and That Part of District Lot 150, Kamloops Division Yale District, Shown on Plan EPP46625 (PID: 030-079-209).

Carried

Safe Premises Bylaw No. 1644, 2017

A bylaw to regulate and impose requirements respecting remediation of real property and premises damaged through the production, trade, or use of controlled substances – Memo from Chief Administrative Officer dated November 2, 2017

Moved by Councillor Shishido, seconded by Councillor Schreiner that Safe Premises Bylaw No. 1644, 2017 be given three readings.

Carried

REPORTS

Councillor Baird

Christmas Light Up:

- Elementary school breakfast likely to be Dec. 19th or 20th.
- Rather than a large tree at City Hall, the existing trees in the garden will be lit.
- Parade is Friday, Dec 1st at 6:00. We should ensure that we have lots of candy.
- Lions Club will be setting up in front of City Hall.
- There will be a large bonfire.
- On Saturday, there is a Christmas market at the Splatsin Centre.
- Cadets will host the chili contest this year.
- Pictures with Santa.
- On Nov 29th there will be hot chocolate and kid's decorated wreaths placed in the breezeway.

Councillor Knust

Councillor Knust is hoping to find someone in the community to step up and take over where she will be leaving off with the food security programs.

Council Disclosure of Contracts – Quarter 3 – Memo from Acting Chief Financial Officer dated October 19, 2017

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

Carried

RCMP 3rd Quarter Policing Report

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

Carried

RCMP Victims Assistance Report – Q3

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

Carried

NEW BUSINESS

Community Wildfire Protection Plan Update – Award of Contract – Memo from Chief Administrative Officer dated October 25, 2017

Moved by Councillor Schreiner, seconded by Councillor Case that Council award the contract for the Community Wildfire Protection Plan Update to Forsite Consultants Ltd in the amount of \$22,500.

Carried

PUBLIC QUESTION PERIOD

None

CLOSED MEETING RESOLUTION

Moved by Councillor Case, seconded by Councillor Davyduke that, pursuant to Section 92 of the *Community Charter*, the regular meeting convene In-Camera to deal with matters deemed closed to the public in accordance with Section 90 (1) (c) & (k), and 90 (2) (c) & (k) of the *Community Charter*.

Carried

ADJOURNMENT

The regular meeting reconvened at 6:30 p.m.

Moved by Councillor Case, seconded by Councillor Baird that the regular meeting adjourn at 6:30 p.m.

Carried

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: November 16, 2017
Subject: 308 George Street - Cancellation of Notice on Title

RECOMMENDATION

THAT Council authorizes the Corporate Officer to file a cancellation notice in the land title office in order to cancel the Notice on Title (KN31820) registered on the title of the property legally described as *Parcel A (being a consolidation of Lots 1, 2 and 3, see LB165752), Block 2, District Lot 150, Kamloops (Formerly Osoyoos) Division Yale District, Plan 920* and located at 308 George Street;

AND THAT Council waives the administrative charge to remove a Notice on Title (\$850.00), as specified in *Schedule 10 - Building Inspection Fees* of the Fees and Charges Bylaw No. 1479, 2010.

BACKGROUND

In 1998, a Building Permit was issued for the construction of a commercial building at 308 George Street. During construction, the building was occupied prior to final inspection and the issuance of an Occupancy Permit, which was a contravention under the Building Bylaw. Furthermore, during construction the building was subject to extensive damage by fire on or around March 19, 1998. After observing resumption of construction works following the fire, the Building Department issued a Stop Work Order upon the building and a subsequent inspection of the building revealed substantial fire damage with significant reparatory work being required.

A report was then advanced to Enderby City Council from the Chief Building Official which identified the following violations of the Building Bylaw for the subject property which had not been rectified:

1. Occupying the subject building without obtaining a final inspection and an Occupancy Permit;
and
2. Construction work being done to repair fire damage without a Building Permit.

At the recommendation of the Chief Building Official, Council ultimately resolved to register a Notice on Title on the subject property in order to give notice of the bylaw contraventions.

The subject building was eventually demolished and the property was sold. The new owner of the 308 George Street is now requesting that the Notice on Title (KN31820) be cancelled given that the bylaw contraventions are no longer applicable.

The Building Inspector has confirmed that the bylaw contraventions no longer exist given that the building has been demolished, and is supportive of the owner's request to cancel the Notice on Title. Given this, Staff are recommending that Council authorizes the Corporate Officer to file a cancellation notice in the land title office in order to cancel the Notice on Title (KN31820) registered on the title of 308 George Street. Furthermore, given that the administrative cost associated with removing the Notice on Title will be minimal, coupled with the fact that the current owner of the property was not the owner at the time of the bylaw contraventions, Staff are recommending that the administrative charge to remove a Notice on Title (\$850.00 as specified in Fees and Charges Bylaw) be waived.

Respectfully Submitted,



Kurt Inglis
Planner and Deputy Corporate Officer

THE CORPORATION OF THE CITY OF ENDERBY

BYLAW NO. 1633

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

WHEREAS pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. This bylaw may be cited as the "City of Enderby Housing Agreement Authorization Bylaw No. 1633, 2017".
2. Council hereby authorizes the City of Enderby to enter into a Housing Agreement with the Provincial Rental Housing Corporation, Inc. No. 52, 129 in respect of the parcels legally described as *Lot 1, District Lot 150, Kamloops Division Yale District, Plan KAP77756* (PID: 026-240-319), and *That Part of District Lot 150, Kamloops Division Yale District, Shown on Plan EPP46625* (PID: 030-079-209), a true copy of which is attached to and forms part of this bylaw as Schedule "A".
3. The Mayor and Corporate Officer are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
4. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

READ a FIRST time this 6th day of November, 2017.

READ a SECOND time this 6th day of November, 2017.

READ a THIRD time this 6th day of November, 2017.

ADOPTED this day of , 2017.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

THE CORPORATION OF THE CITY OF ENDERBY

BYLAW NO. 1644, 2017

A bylaw to Regulate and Impose Requirements Respecting the Remediation of Real Property and Premises Damaged Through the Production, Trade, or Use of Controlled Substances.

WHEREAS sections 8(1)(g), (h) and (l) of the *Community Charter* provide that Council may, by bylaw, regulate, prohibit and impose requirements in relation to the health, safety or protection of persons or property in relation to matters referred to in section 63, the protection and enhancement of the well-being of its community in relation to the matters referred to in section 64; and buildings and other structures under section 54;

AND WHEREAS structural alterations and the alteration of plumbing, heating, air conditioning, electrical wiring and equipment, gas piping and fittings, appliances and accessories, and the growth of mould and use or presence of toxic chemicals in buildings results in risks to the health and safety of occupiers, neighbours, emergency responders and inspectors;

AND WHEREAS properties used for the production of Controlled Substances are particularly susceptible to the above risks to health and safety, and pose unique costs for the City of Enderby;

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

1. Citation

1.1. This Bylaw may be cited as City of Enderby Safe Premises Bylaw No. 1644, 2017.

2. Definitions

2.1. In this Bylaw:

“Authorized Operation” means a Parcel used for the cultivation, growth, storage or production of cannabis or other Controlled Substance with an authorization or valid permit issued by the government authority having jurisdiction;

“Building” means any structure or portion of a structure used or intended for supporting or sheltering any use or occupancy and, in the case of a Building with multiple units or occupancies, means any portion of a Building held or used as a separate unit or occupancy;

“Building Bylaw” means the City of Enderby Building Bylaw No. 1582, 2015;

“Building Code” means the *British Columbia Building Code*;

“Building Official” means any person appointed by the City to inspect buildings or structures, or any component thereof;

“Bylaw Enforcement Officer” means any person appointed by the City to enforce its bylaws;

“Chief Administrative Officer” means the person appointed by Council pursuant to section 147 of the *Community Charter*;

“City” means the Corporation of the City of Enderby;

“City Utilities” means the water, sanitary sewer, and storm sewer infrastructure, appurtenances, and services that are owned, operated, or both, by the City;

“Controlled Substance” has the same meaning as defined in the *Controlled Drugs and Substances Act*;

“Controlled Substance Property” means a Parcel which is used for the cultivation, harvesting, trade, or manufacture of a Controlled Substance, or the ingestion, use, sharing, sale, trade, or barter of a Controlled Substance, including an Unauthorized Drug Production Facility but excluding an Authorized Operation;

“Council” means the Council of the City;

“Electrical Code” means the *British Columbia Electrical Code*;

“Fire Official” means the person who is appointed by the Council as the Chief of the City's fire and rescue services and includes that person's deputy and any appointed fire inspector or fire investigator;

“Fire Code” means the *British Columbia Fire Code*;

“Hazardous Condition” means:

- a) any real or potential risk of fire;
- b) any real or potential risk to the health or safety of persons or property;
- c) any real or potential risk to a Utility servicing a Parcel or Building;
- d) the real or suspected presence of a Hazardous Substance;
- e) any Unauthorized Alteration;
- f) repairs needed to a Building in accordance with the Building Code or Fire Code; or
- g) any other Prohibition listed under section 3 of this Bylaw;

“Hazardous Condition Requirement List” means a list of Hazardous Conditions present on a Parcel, and any work required to address or remove those Hazardous Conditions, as prepared or compiled by an Inspector following a Special Safety Inspection;

“Hazardous Substance” means a Controlled Substance or a substance in a concentration in excess of that listed in WorkSafeBC's *Table of Exposure Limits for Chemical and Biological Substances*;

“Inspector” means:

- a) a Fire Official;
- b) a Building Official;
- c) a peace officer;
- d) a Bylaw Enforcement Officer;
- e) the Chief Administrative Officer;
- f) the Corporate Officer; or
- g) the deputy of any person, officer or employee who is an Inspector;

“Mould Remediation Guidelines” means section 9.0 of the Canadian Construction Association's Standard construction document *CCA 82-2004: Mould Guidelines for the Canadian Construction Industry*;

“Occupier” means a person occupying a property within the City and includes the registered Owner of the property where the Owner is the person occupying or where the property is unoccupied;

“Owner” includes the registered owner in fee simple of real property and those persons defined as “owner” in the *Community Charter*;

“Parcel” includes land and any improvements located thereon;

“Qualified Contractor” means an individual or a corporation certified by the Institute of Inspection Cleaning and Restoration Certification or other qualified professionals as approved by the City;

“Qualified Environmental Professional” means an individual or corporation certified by the Canadian Board of Registered Occupational Hygienists or the American Board of Industrial Hygiene or other qualified professional as approved by the City;

“Remediation Action Plan” means the plan prepared by the Qualified Environmental Professional in response to known or suspected Hazardous Conditions;

“Special Safety Inspection” means an inspection coordinated by the Inspector with any of its departments, provincial or federal authorities, Utilities, and independent professionals or contractors as may be necessary for the purpose of determining the presence on a Parcel of any Hazardous Condition or a Prohibition under section 3 of this Bylaw;

“Unauthorized Alteration” means any change made to the structure or component parts of a Building that requires a permit or contravenes the Building Code or Fire Code, including removal of fire stopping, but for which no permit has been issued or is otherwise not permissible pursuant to the Building Bylaw or another enactment;

“Unauthorized Drug Production Facility” means a Parcel used for the cultivation, growth, storage or production of a Controlled Substance without authority of a valid permit issued by the federal or provincial government agency having jurisdiction over a Controlled Substance being cultivated, grown, stored or produced;

“Utility” means a lawful provider of an electrical, water, sewer, gas, or heating service from a distribution system to consumers.

2.2. All references to a bylaw or enactment in this Bylaw refer to that bylaw or enactment as it is in force from time to time.

3. Prohibitions

3.1. The use of any Parcel as a Controlled Substance Property is deemed to constitute the carrying on of a noxious or offensive trade, business or manufacture, and no Owner shall cause, permit, or allow any Parcel to become or remain a Controlled Substance Property.

3.2. No Owner may occupy or permit the occupancy of a Parcel where:

- a) a meter installed for the purpose of measuring consumption of electricity, water or natural gas from an electrical, water or natural gas distribution system has been disconnected or bypassed, except where such disconnection or bypass has been specifically permitted by the authority having jurisdiction or Utility;
- b) exhaust vents from clothes dryers, hot water tanks, furnaces, or fireplaces have been installed or diverted so that they exhaust into or within a Building;
- c) an exit or access to an exit required under the Building Code or Fire Code has been obstructed;
- d) an electrical system has been altered without a permit or other approval from the authority having jurisdiction, or electrical circuits or connections to an electrical service have been installed that are contrary to the Electrical Code or another enactment;
- e) a Hazardous Substance has been brought in or allowed to accumulate on any Parcel or in any Building;
- f) an Unauthorized Alteration to a Building has occurred;

- g) one or more City Utilities have been discontinued, in accordance with this Bylaw, due to a real or potential risk from a Controlled Substance or other Hazardous Condition;
- h) an accumulation of mould on the interior of any window, interior wall or other structural component of the Building, or such that air samples indicate a concentration of airborne mould levels in excess of the standard set by the Mould Remediation Guidelines or any other applicable health and safety legislation or regulation, is found in a Building on the Parcel;
- i) a notice posted under this Bylaw has been removed, altered, covered or mutilated;
- j) a notice made under this Bylaw prohibiting occupancy or use has been posted by an Inspector.

4. Powers of Inspectors

4.1. Subject to the provisions of the *Community Charter*, an Inspector may enter onto a Parcel, including the interior of a Building, in order to:

- a) inspect and determine whether all regulations, prohibitions and requirements under this Bylaw are being met;
- b) require an Owner to provide information from qualified professionals to determine if a Special Safety Inspection may be required;
- c) if an Inspector has reasonable grounds to believe that a Hazardous Condition exists on a Parcel, post a notice in a conspicuous place at the entrances to that Parcel and deliver the same to the Owner that the Parcel is unsafe and that no person shall enter or occupy the Parcel;
- d) recommend to Council that a note against land title be registered if the Inspector is a Building Official and believes that a building regulation has been contravened, in accordance with section 57 of the *Community Charter* and the Building Bylaw.
- e) require a Special Safety Inspection of an Owner for a Parcel or Building;
- f) coordinate the qualified professionals and authorities having jurisdiction who may conduct a Special Safety Inspection for an Owner;
- g) approve a Hazardous Condition Requirement List that results from a Special Safety Inspection;
- h) approve re-occupancy following completion of a Remedial Action Plan and any other requirements made under this Bylaw;
- i) take authorized action in response to a failure to comply with this Bylaw.

4.2. No person may interfere with or obstruct an Inspector or agents working with or on behalf of the Inspector during the course of lawfully discharging their responsibilities under this Bylaw.

5. Special Safety Inspections

5.1. Where:

- a) an Inspector has reasonable grounds to believe that a Parcel or Building is a Controlled Substance Property; or
- b) an Inspector has reasonable grounds to believe that a Hazardous Condition exists on a Parcel or in a Building; or
- c) a Parcel or Building was used as an Unauthorized Drug Production Facility; or
- d) a Parcel that was used for the purpose of carrying on an Authorized Operation ceases to be used for that purpose,

the Inspector may require the Owner to undertake a Special Safety Inspection.

5.2. Where a Building Inspector has reasonable grounds to believe that a Hazardous Condition exists on a Parcel which affects the structural integrity of a Building, a Building Inspector may include in the Hazardous Condition Requirement List that the Owner must obtain a sealed report from a qualified professional engineer certifying that the Building is safe for occupancy and complies with the Building Code.

5.3. Where an Inspector has reasonable grounds to believe that a Hazardous Condition existing on a Parcel results from a Hazardous Substance, mould, or other matter related to a Hazardous Condition, the Inspector may include in the Hazardous Condition Requirement List any or all of the following requirements:

- a) that the Owner must retain a Qualified Environmental Professional to carry out an assessment of all Hazardous Conditions, including but not limited to the presence of Hazardous Substances and mould, and the Qualified Environmental Professional must provide a Remediation Action Plan in response to those Hazardous Conditions. The Remediation Action Plan must be prepared before any articles or materials have been removed from the Parcel and no actions may be taken which might prevent a comprehensive assessment of potential Hazardous Conditions on the Parcel;
- b) that the Owner must retain a Qualified Contractor to carry out all measures identified in the Remediation Action Plan;
- c) that the Owner must retain a Qualified Environmental Professional to verify that all measures identified in the Remediation Action Plan have been completed and the Parcel or Building is safe to re-occupy; and

- d) that the Owner must provide a certificate in a form prescribed by the City from a Qualified Environmental Professional certifying that the Parcel has been remediated in accordance with the Remediation Action Plan and that the Parcel meets the requirements of this Bylaw and is safe to re-occupy.

6. Requirements for Re-Occupancy

6.1. Where an Inspector has required the Owner to undertake a Special Safety Inspection, no person except an Inspector, an authorized agent acting on behalf of the City, or a qualified professional or qualified contractor implementing a Special Safety Inspection or Remedial Action Plan may enter or occupy the Parcel until all of the following conditions have been met:

- a) a Special Safety Inspection of the Parcel has been conducted and a Hazardous Condition Requirement List has been issued;
- b) the Owner has obtained all permits, approvals or authorizations required to carry out any work identified in the Remediation Action Plan;
- c) the Owner has carried out or caused to be carried out all work identified in the Remediation Action Plan;
- d) an Inspector has inspected the Parcel and determined that the work required in the Hazardous Condition Requirement List has been completed in accordance with the Remediation Action Plan and all requirements of this Bylaw and other applicable enactments, and that no Hazardous Condition remains in, on, or at the Parcel;
- e) an Inspector has removed all notices posted pursuant to this Bylaw;
- f) the Owner provides proof that all Utilities previously connected to the Parcel or Building have been properly connected;
- g) when necessary, a Building Official has issued a new occupancy permit pursuant to the Building Bylaw; and
- h) the Owner has paid all fees and fines imposed by City that are associated with the parcel and this Bylaw.

7. Discontinuation of City Utilities

7.1. The City may discontinue providing City Utilities to a Parcel if such City Utilities are being used for or in relation to an Unauthorized Drug Production Facility, provided that:

- a) the City gives the Owner and Occupier of the Parcel 7 days written notice of an opportunity to make written representations to Council with respect to the proposed discontinuance of City Utilities; and

- b) after the persons affected have had an opportunity to make representations to Council, the City must give the Owner and Occupier of the Parcel an additional 7 days written notice of the discontinuance of the City Utilities.
- 7.2. Despite anything in this Bylaw, where an Inspector reasonably considers that there is a risk of backflow or contamination to the water Utility from a Controlled Substance Property or Authorized Operation, and there is no apparent mechanism to prevent that backflow or contamination, then:
 - a) the City may discontinue the provision of water to the Parcel immediately upon posting a notice on the front door of any Building on the Parcel that the City is disconnecting the water supply to the Parcel, until such time as a mechanism to prevent backflow and contamination is installed, inspected by a certified backflow tester, and approved by the City; and
 - b) the Owner may make representations to Council in connection with the discontinuance of the provision of water at the next regularly scheduled meeting of Council.
- 7.3. Despite anything in this Bylaw, where an Inspector reasonably considers that there is a risk of prohibited or deleterious substances or prohibited materials entering the City's storm sewer or sanitary sewer Utility from a Controlled Substance Property or Authorized Operation, and there is no way to stop the discharge of the prohibited substances or prohibited materials, then:
 - a) the City may discontinue the provision of sanitary sewer and storm sewer services to the Parcel immediately upon posting a notice on the front door of any Building on the Parcel that the City is disconnecting the service connections to the Parcel, until such time as the discharge has been verified as having stopped without risk of resumption; and
 - b) the Owner may make representations to Council in connection with the discontinuance of the provision of sanitary sewer and storm sewer services at the next regularly scheduled meeting of Council.
- 8. Owner Obligations Respecting Tenancies
 - 8.1. Every Owner of a Parcel or Building that has been rented, leased or is otherwise occupied by a third party and who becomes aware of its use as a Controlled Substance Property must:
 - a) within 24 hours of the discovery of this use, deliver written notice to an Inspector of the particulars of the contravention; and
 - b) within 60 days of the delivery of the notice, take such action as may be necessary to bring the Parcel or Building into compliance with this Bylaw.
 - 8.2. An Owner who is compliant with this section shall not be subject to an offence or penalty under this Bylaw, but is still responsible for the Special Safety Inspection and associated fee. However, at the City's discretion, a compliant Owner may propose coordinating the Special Safety Inspection directly, including

presentation of a Remedial Action Plan for approval by an Inspector, in which case only the direct costs of the City supplying its resources shall be billed to the Owner.

9. Owner's Responsibility

9.1. No action of the City, including without limitation:

- a) the removal of a notice posted under this Bylaw;
- b) the issuance of an approval under this Bylaw;
- c) the acceptance or review of plans, drawings or specifications or supporting documents submitted under this Bylaw; or
- d) any inspections made by or on behalf of the City,

will in any way relieve the Owner from full and complete responsibility to perform work required or contemplated under this Bylaw or the Building Code and all other applicable enactments, nor do they constitute in any way a representation, warranty, assurance or statement that the Building Code, this Bylaw, or any other applicable codes, standards or enactments have been complied with.

9.2. It is the full and complete responsibility of the Owner to carry out any work required pursuant to this Bylaw in compliance with this Bylaw and all other applicable codes, standards and enactments, including the Building Code.

9.3. When a Qualified Environmental Professional or other qualified professional provides certification or other documentation to the City under this Bylaw that work required by or contemplated by this Bylaw substantially conforms to the requirements of this Bylaw and any other enactment, the City may rely completely on this documentation as evidence of conformity with those requirements.

10. Offence and Penalty

10.1. Any person who contravenes or violates any provision of this Bylaw, allows any act or thing to be done in contravention or violation of this Bylaw, fails or neglects to do anything required to be done by this Bylaw or makes any false or misleading statement, commits an offence, and where the offence is a continuing one, each day the offence is continued constitutes a separate offence shall, upon being convicted of an offence under this Bylaw, a person shall be liable to pay a fine of not less than \$5,000 and not more than \$10,000.

10.2. This Bylaw may also and additionally be enforced by the City of Enderby Municipal Ticketing Information (MTI) System Bylaw No. 1518, 2013 and the City of Enderby Bylaw Notice Enforcement Bylaw No. 1581, 2015.

11. Failure to Comply

- 11.1. If an Owner or Occupier of a Parcel fails to comply with a requirement made under this Bylaw, the City may, within the time specified in the order or notice, enter on the Parcel and take such action as may be required to correct the default, including to investigate a real or potential Hazardous Condition, to remediate the Parcel, or to have the Parcel attain a standard specified in any enactment, at the expense of the Owner or Occupier who has failed to comply, and may recover the costs incurred as a debt.
- 11.2. If the Owner has failed to pay costs incurred to the City before the 31st day of December in the year that the action was taken, the costs must be added to and form part of the taxes payable on the property as taxes in arrears.

12. Severability

- 12.1. If any section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Bylaw.

13. Repeal

- 13.1. The City of Enderby Property Remediation Bylaw No. 1401, 2007 is hereby repealed.

READ A FIRST TIME this 6th day of November, 2017.

READ A SECOND TIME this 6th day of November, 2017.

READ A THIRD TIME this 6th day of November, 2017.

ADOPTED this day of , 20 .

MAYOR

ADMINISTRATOR

Agendas

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Mayor and Council
From: Tate Bengtson, CAO
Date: November 8, 2017
Subject: Amended Intermunicipal Fire Training Centre Service Bylaw

RECOMMENDATION

THAT Council amends Intermunicipal Fire Training Centre Service Bylaw No. 1512, 2012 Amendment Bylaw No. 1638, 2017 by replacing all schedules and appendices with Schedule A and Appendix A as presented;


AND THAT Council adopts Intermunicipal Fire Training Centre Service Bylaw No. 1512, 2012 Amendment Bylaw No. 1638, 2017.

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. Council should note that minor revisions supported by the Operations Committee and Policy Board were made to the schedules and appendices following the three readings that it gave to the bylaw on September 5, 2017. As a result, a revised Schedule A and Appendix A, comprising all attachments to the bylaw, have been substituted for a proposed amendment prior to adoption of the bylaw.

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 5th day of September, 2017.

READ a SECOND time this 5th day of September, 2017.

READ a THIRD time this 5th day of September, 2017.

ADOPTED this ____ day of ____, 2017.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

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.
- (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;
 - (iv) Intermunicipal Fire Training Centre Services Bylaw No. 1832,

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

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 "A" 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;
- (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 Services and includes such costs incurred or accrued on and after the date the Parties commence the provision of the Services under this

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

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 "A" 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 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:

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

- (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.

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

Dedication of Assets

- 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.

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

Participating Interest

- 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 "A".

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 for a nominal amount of \$1.00 per year on the same terms and conditions detailed in the Lease. 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,

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

member groups, renters, guests, contractors, students, volunteers, invitees or 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

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

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

- 4.6 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

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

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) 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

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

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. 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.

SCHEDULE A - INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW

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;
- (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

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- (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 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:

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- (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 scheduling and booking protocols;
- (q) coordinate delivery of a recruit firefighter training course at such intervals

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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 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

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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 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.

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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 "A" 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

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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' 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, 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.

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

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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

- 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,

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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 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.

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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 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.

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

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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

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- (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;
 - (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*, RSC 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,

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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 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

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- (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.

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- (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 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 Appendix is attached to and form part of this Agreement:
- (a) Appendix "A" - Participating Interest and Cost Apportionment

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.

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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

Per: _____
Mayor

Per: _____
Corporate Officer

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CITY OF ENDERBY

Per: _____
Mayor

Per: _____
Corporate Officer

REGIONAL DISTRICT OF NORTH OKANAGAN

Per: _____
Chair

Per: _____
Corporate Officer

Appendix “A”

To Schedule “A”
Of the Intermunicipal
Fire Training Centre
Services Bylaw

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 31, in the preceding year, as determined by the British Columbia Assessment Authority, as a percentage of the total assessed value of the Parties’ fire protection areas as of the same date.

RDNO Building Permits Issued Comparison for Year/Month - Summary

Area: CITY OF ENDERBY

Category: BUILDING PERMITS

Year: 2017 **Month:** 10

Folder Type	2017 / 10		2016 / 10		2017 to 10		2016 to 10	
	Permits Issued	Res. Units Created	Permits Issued	Res. Units Created	Permits Issued	Res. Units Created	Permits Issued	Res. Units Created
ACCESSORY BUILDING	0	0	0	0	4	0	2	0
AGRICULTURAL BUILDING	0	0	0	0	0	0	0	0
COMMERCIAL BUILDING	0	0	0	0	1	0	2	0
DEMOLITION	0	0	0	0	0	0	1	0
INDUSTRIAL BUILDING	0	0	0	0	0	0	0	0
INSTITUTIONAL	0	0	0	0	1	0	0	0
MANUFACTURED HOME	2	2	0	0	2	2	0	0
MODULAR HOME	2	0	360,000	0	3	0	0	0
MULTI FAMILY DWELLING	0	0	0	0	3	36	0	0
PLUMBING	0	0	0	0	0	0	0	0
POOL	0	0	0	0	0	0	0	0
RETAINING WALL	0	0	0	0	0	0	0	0
SIGN	0	0	0	0	0	0	0	0
SINGLE FAMILY DWELLING	1	0	300,000	0	8	2	6	2
SOLID FUEL BURNING APPLIANC	0	0	0	0	0	0	0	0
Report Totals	5	2	1,000,000	0	22	40	12	2
					0		10,315,300	2
								2,185,440

Category: BUILDING PERMITS

Type: ALL

Area: CITY OF ENDERBY

From Date: Oct 1, 2017 To Date: Oct 31, 2017

Report Code	Folder Number / Ref. / Folio	Status	Issued Date	Completed Date	Unit	House	Street	New Units / SQM	Value
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MANUFACTURED HOME

NEWMFG	BP024354	ACTIVE	Oct 6, 2017		37	130	CLIFFVIEW LANE	1	170,000.00
	17-0060-END-BP							0	
	208.0621.020								

Report Code Totals Permits: 1 170,000.00

Folder Type Totals Permits: 1 170,000.00

Category: BUILDING PERMITS

Type: ALL

Area: CITY OF ENDERBY

From Date: Oct 1, 2017 To Date: Oct 31, 2017

Report Code	Folder Number / Ref. / Folio	Status	Issued Date	Completed Date	Unit	House	Street	New Units / SQM	Value
MODULAR HOME									
NEWMOD	BP024509 17-0281-END-BP 208.0621.020	ACTIVE	Oct 2, 2017		130		CLIFFVIEW LANE	0 0	180,000.00
NEWMOD	BP024599 17-0400-END-BP 208.0621.020	ACTIVE	Oct 12, 2017		130		CLIFFVIEW LANE	0 0	180,000.00
Report Code Totals								0	360,000.00
Folder Type Totals								0	360,000.00

Category: **BUILDING PERMITS**

Type: **ALL**

Area: **CITY OF ENDERBY**

From Date: **Oct 1, 2017** To Date: **Oct 31, 2017**

Report Code	Folder Number / Ref. / Folio	Status	Issued Date	Completed Date	Unit	House	Street	New Units / SQM	Value
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SINGLE FAMILY DWELLING

NEWSFD	BP024555 17-0340-END-BP 208.0417.168	ACTIVE	Oct 12, 2017		26		PRESTON DR W	0 0	300,000.00
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Report Code Totals Permits: 1

Folder Type Totals Permits: 1

Report Totals Permits: 4

Agenda

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Mayor and Council
From: Tate Bengtson, CAO
Date: November 8, 2017
Subject: Approval of Fire Training Centre 2018 Budget

RECOMMENDATION

THAT Council approves the Fire Training Centre 2018 Budget as presented.

BACKGROUND

The City of Enderby, as a party to the Fire Training Centre (FTC), must approve the annual budget in accordance with the operating agreement. Attached to this memorandum is the proposed FTC 2018 Budget along with a cost apportionment by party.

The costs for Enderby's participation in the service are estimated to increase from \$1,796 to \$1,980.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer

Fire Training Centre (FTC) Proposed 2018 Budget and Four Year Average

Includes 2% Increase for 2018 and future years. Subject to annual reconciliation for assess value percentage shares and prior year end results
 Note: The Revised Hospital Roll (March) is used to estimate the 2018 apportionment for budget purposes. The 2018 Hospital Roll will be used for the 2018 actual apportionment for invoicing purposes.

GL Account and Description	Approved 2017	Proposed Draft 2018	Four Year Average 2013-2016
Revenues			
1-600 - INTERMUNICIPAL RECOVERIES	35,096	35,945	49,064
1-622 - FIRE TRAINING FEES	90,995	92,815	142,665
1-792 - INTERNAL REVENUE	42,719	43,426	48,021
1-824 - TSF FROM FTC FACILITY IMPROV RESERVE	60,000	18,000	22,852
1-854 - TSF FROM FTC OP RESERVE	-	-	9,740
1-854 - TSF FROM FTC OP RESERVE	-	-	2,336
	228,810	190,186	274,679
Expenses			
2-100 - LABOUR CUPE B	-	-	3,987
2-140 - LABOUR NON-UNION	43,860	50,000	58,861
2-200 - GENERAL SUPPLIES	10,600	11,400	17,096
2-203 - EQUIPMENT PARTS	9,180	-	10,840
2-204 - OFFICE SUPPLIES	2,000	2,147	1,366
2-231 - FOOD & COFFEE	-	-	8,017
2-265 - FIRE EQUIPMENT PURCHASES	10,200	10,200	8,860
2-272 - EQUIPMENT PURCHASES	5,100	-	6,065
2-267 - FIRE EQUIP - BREATHING APPARATUS	-	10,000	-
2-273 - FURNITURE PURCHASES	-	-	118
2-300 - FUEL	-	-	1,211
2-302 - PARTS & MATERIALS	4,724	4,000	4,784
2-302 - PARTS & MATERIALS	-	8,300	-
2-332 - CONFERENCE & COURSE FEES	-	-	22
2-453 - SECURITY/ALARM CONTRACTS	1,275	363	200
2-454 - GARBAGE COLLECTION CONTRACTS	732	850	351
2-497 - AGREEMENT RECONCILIATION	-	-	983
2-499 - GENERAL CONTRACTS	11,730	-	62,361
2-499 - GENERAL CONTRACTS	-	5,000	-
2-499 - GENERAL CONTRACTS	-	5,000	-
2-600 - UTILITIES	-	-	1,110
2-601 - GAS	-	-	2,931
2-602 - ELECTRICITY	3,000	3,000	3,670
2-604 - WATER SEWER	4,200	4,200	670
2-613 - TELEPHONES (LAND LINES)	1,500	1,500	41
2-632 - PROPERTY INSURANCE PREMIUMS	1,275	1,300	1,173
2-635 - EQUIPMENT LOSS INSURANCE	2,314	1,500	7
2-824 - TSF TO FTC FACILITY IMPROV RESERVE	10,200	10,000	29,839
2-849 - TSF TO CARRYOVER RESERVE	-	-	2,114
2-854 - TSF TO FTC OP RESERVE	-	-	3,333
2-911 - INTERNAL CHARGES	46,920	43,426	46,000
2-920 - FLEET CHARGE	-	-	121
2-999 - PROJECTS - ONE-TIME	60,000	18,000	-
	228,810	190,186	276,132
Net	0	0	0

**Fire Training Centre
Percentage Share of Draft 2018 Budget Requirements**

Updated: September 6, 2017

	Land & Percentage of Improvements	Total	2018 \$ Share *	2017 Board Approved Invoice Amounts	2017 Reconciled Invoices
ARMSTRONG	701,008,340	5.00%	\$3,965	\$3,945	3,760
ENDERBY	350,051,569	2.49%	\$1,980	\$1,938	1,796
VERNON	7,677,288,356	54.71%	\$43,426	\$42,526	40,128
COLDSTREAM	2,243,710,745	15.99%	\$12,691	\$12,474	11,989
SPALLUMCHEEN	772,698,454	5.51%	\$4,371	\$4,365	4,185
LUMBY	268,774,630	1.70%	\$1,351	\$1,354	1,293
LSA 16(F.T.C.- E.A."B/C/D")	1,755,347,107	12.51%	\$9,929	\$9,517	9,021
LSA 16(F.T.C.- E.A."F")	293,120,573	2.09%	\$1,658	\$1,696	1,661
	\$ 14,061,999,774	100.0%	\$79,371	\$77,815	73,834
				net surplus	3,981
					77,815

* based on revised roll (Mar 2017)
Budget Required \$79,371

Note: The Revised Hospital Roll (March) is used to estimate the 2018 apportionment for budget purposes. The 2018 Hospital Roll will be used for the 2018 actual apportionment for invoicing purposes.



Agenda

MEMO

To: Mayor and Council
From: Chief Administrative Officer
Date: November 10, 2017
Subject: Holiday Office Closure

RECOMMENDATION:

That Council approves a holiday office closure from Saturday, December 23rd to Tuesday, January 2nd.

BACKGROUND

As is the case with other local governments in the region, offices typically close during the holidays. Staff apply vacation hours or banked time to cover that period of time that is not a statutory holiday.

During the closure, the answering service will continue to route emergency calls and Public Works will work its regular hours except for statutory holidays when the employee on call will perform daily duties. Check-ins are made by office staff during the closure in the event of a cemetery interment request or other essential services.

Respectfully submitted,

Tate Bengtson
Chief Administrative Officer



Agenda

MEMO

To: Mayor and Council
From: Chief Administrative Officer
Date: November 10, 2017
Subject: 2018 Council Meeting Schedule

RECOMMENDATION:

That Council approves the 2018 Council Meeting Schedule as presented.

BACKGROUND:

Attached for consideration of Council are suggested dates for Council meetings in 2018. Included for information are UBCM and SILGA convention dates.

After Council approval, the Schedule will be posted on the City's website and notice given in accordance with the requirements of the *Community Charter*.

Respectfully submitted,

Tate Bengtson
Chief Administrative Officer

2018 COUNCIL MEETING SCHEDULE

January	15 th	
February	5 th & 19 th	
March	5 th & 19 th	
April	3 rd (Tues) & 16 th	SILGA Convention is Apr 24 th – 27 th
May	7 th & 22 nd (Tues)	
June	4 th & 18 th	
July	16 th	
August	13 th	
September	4 th (Tues) & 17 th	UBCM Convention is Sep 10 th – 14 th
October	1 st & 15 th	
November	5 th & 19 th	
December	3 rd & 17 th	

City Hall – 619 Cliff Avenue
 Committee-of-the-Whole meetings start at 4:00 pm
 Regular meetings start at 4:30 pm

Meetings are open to the public

Approved

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner and Deputy Corporate Officer
Date: November 16, 2017
Subject: Enderby Christmas Committee - Road Closure Applications

RECOMMENDATION

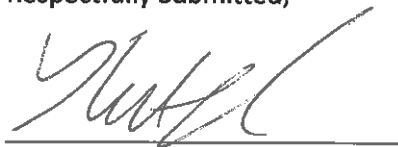
THAT Council receives the Enderby Christmas Committee's Road Closure applications for information.

BACKGROUND

The Enderby Christmas Committee has submitted Road Closure applications (attached) related to the Christmas Parade and Christmas Festivities.

As these are not first-time events and all requirements for a road closure have been met consistent with the *Temporary Road Closures for Community Events* policy, Staff have approved the applications.

Respectfully Submitted,



Kurt Inglis
Planner and Deputy Corporate Officer

**Schedule A
Application for a Temporary Road Closure for a Community Event**

Is this a first-time or relocated event? Yes No

Name of Sponsoring Organization Christmas Committee

Name of Contact Person Tundra Baird

Telephone or Email tundrabaird@gmail.com

Name of Event Enderby Community Christmas parade

Date(s) of Closure Dec 1st 2017

Start time for Closure 5:30 End time for Closure 6:30

Location of Closure See map.

Required Attachments

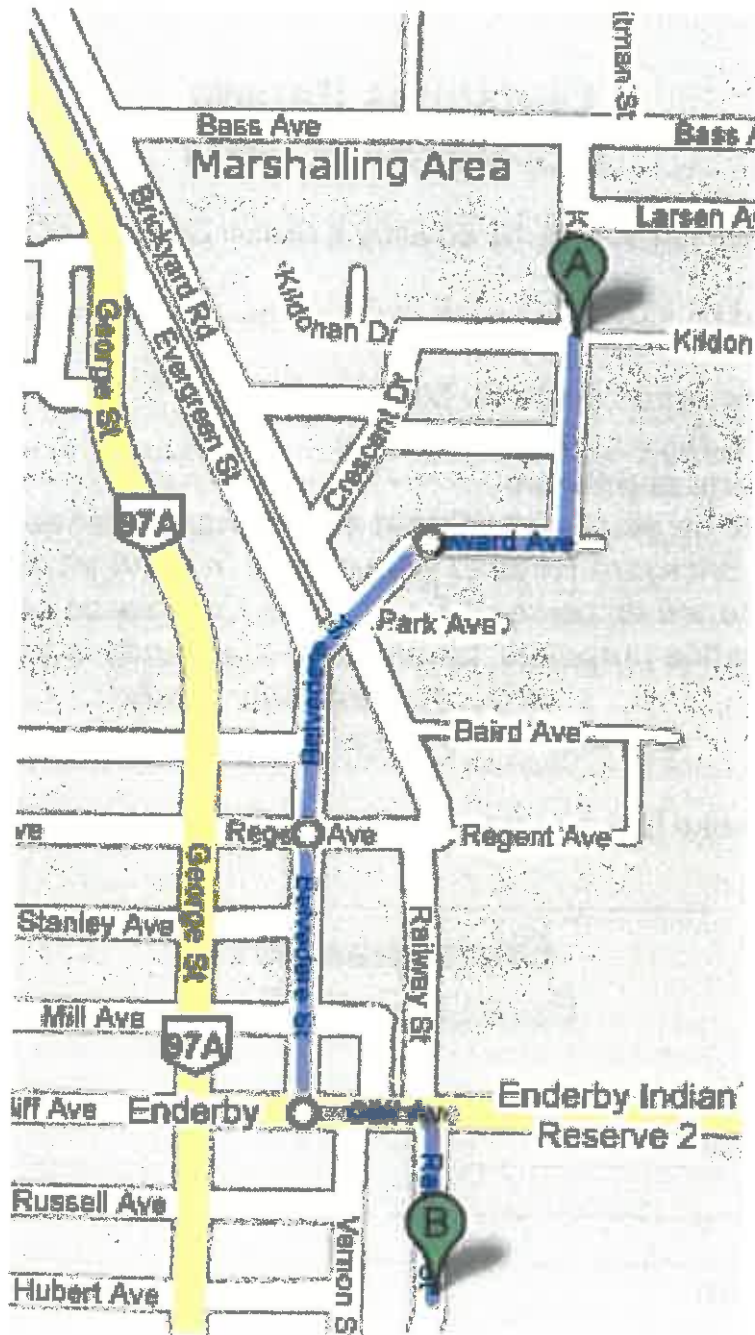
- Map showing closure and emergency access route
- Petition of affected business owners (if applicable)
- Certificate of insurance (if applicable)

Indemnity: The applicant agrees to indemnify and save harmless the City of Enderby from and against any and all claims, including but not limited to harm, damage, injury, or loss to body or property caused by, arising from, or connected with any act or omission of the applicant or any agent, employee, customer licensee or invitee of the applicant, and against and from all liabilities, expense costs and legal or other fees incurred in respect of any such claims or any actions or proceedings brought thereon arising directly or indirectly from or in connection with the property, facilities, or services of the City. The applicant will be required to obtain and keep in force throughout the period of use insurance in a form specified by the City of Enderby unless waived in writing.

Authorized Signatory  Date Nov 16 / 17

Do Not Complete – For Administrative Purposes			
Approved by	<u>Kurt Inglis YLL</u>	Date	<u>Nov 16, 2017</u>
Certificate of Insurance	Yes	No	<u>N/A</u>
Map	<u>Yes</u>	No	<u>N/A</u>
Petition of Affected Business Owners	Yes	No	<u>N/A</u>

Parade Route Map



Please return this form to the *Enderby and District Chamber of Commerce*

**Schedule A
Application for a Temporary Road Closure for a Community Event**

Is this a first-time or relocated event? Yes **No**

Name of Sponsoring Organization Enderby Christmas Comm.

Name of Contact Person Tundra Baird

Telephone or Email tundrabaird@gmail.com

Name of Event Enderby Community Christmas

Date(s) of Closure Dec 1st 2017

Start time for Closure 4:30 pm End time for Closure 9:00

Location of Closure Cliff Ave - Hwy 97 to Belvedere St.

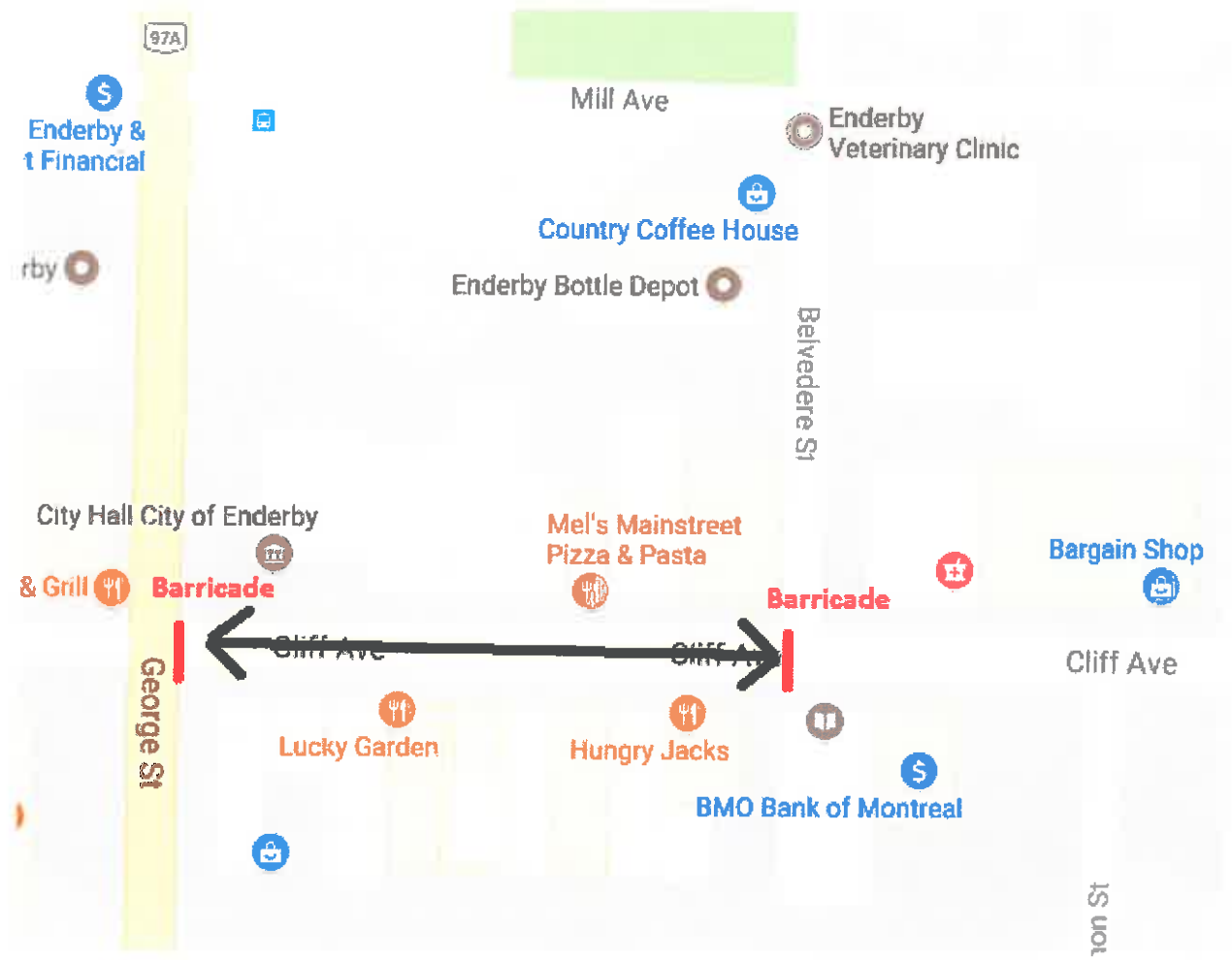
Required Attachments

- Map showing closure and emergency access route
- Petition of affected business owners (if applicable)
- Certificate of insurance (if applicable)

Indemnity: The applicant agrees to indemnify and save harmless the City of Enderby from and against any and all claims, including but not limited to harm, damage, injury, or loss to body or property caused by, arising from, or connected with any act or omission of the applicant or any agent, employee, customer licensee or invitee of the applicant, and against and from all liabilities, expense costs and legal or other fees incurred in respect of any such claims or any actions or proceedings brought thereon arising directly or indirectly from or in connection with the property, facilities, or services of the City. The applicant will be required to obtain and keep in force throughout the period of use insurance in a form specified by the City of Enderby unless waived in writing.

Authorized Signatory  Date Nov 16/17

Do Not Complete - For Administrative Purposes			
Approved by	<u>Hurt Inglis</u>	Date	<u>Nov 16, 2017</u>
Certificate of Insurance	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<u>N/A</u>
Map	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<u>N/A</u>
Petition of Affected Business Owners	<input type="radio"/> Yes	<input type="radio"/> No	<u>N/A</u>



MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner and Deputy Corporate Officer
Date: November 16, 2017
Subject: 2017 Business Walk Results

RECOMMENDATION

THAT Council receives this memorandum for information.

BACKGROUND

Enderby City Council, in cooperation with the Enderby & District Chamber of Commerce and Community Futures North Okanagan, undertook its third annual Business Walk on October 19, 2017. The intent of this Business Walk was to learn more about local businesses through face-to-face interviews and to identify opportunities for further supporting community economic development; the British Columbia Economic Development Association has identified Business Walks as a key way to support business retention and expansion.

A total of 9 volunteers took part in the Business Walk and were split into 4 teams. The Business Walk targeted commercial and industrial areas within the community and the volunteers gathered information from a total of 36 businesses. It should be noted that there was a reduction in the number of businesses contacted through this year's Business Walk when compared to previous years; although a smaller sample size may slightly skew the results, this information will still be very helpful in gaining perspective and insight into industry and business within the community.

A report of the results of the Business Walks survey is attached as a Schedule to this memorandum; some key highlights from this report include:

1. 80.5% of surveyed businesses stated that their current state of business is either fair/steady or good/increasing;
2. The surveyed businesses identified 'Clientele' and 'Location' as what they liked most about doing business within the area; and
3. More local events to help stimulate businesses, improved marketing of local businesses, and an increase in growth and development in order to inject more people and businesses into the community were identified as being critical to helping business thrive in Enderby.

The City of Enderby, Chamber of Commerce, and Community Futures North Okanagan are currently in the process of following up with the 14 businesses that were identified as requiring further assistance.

Respectfully Submitted,

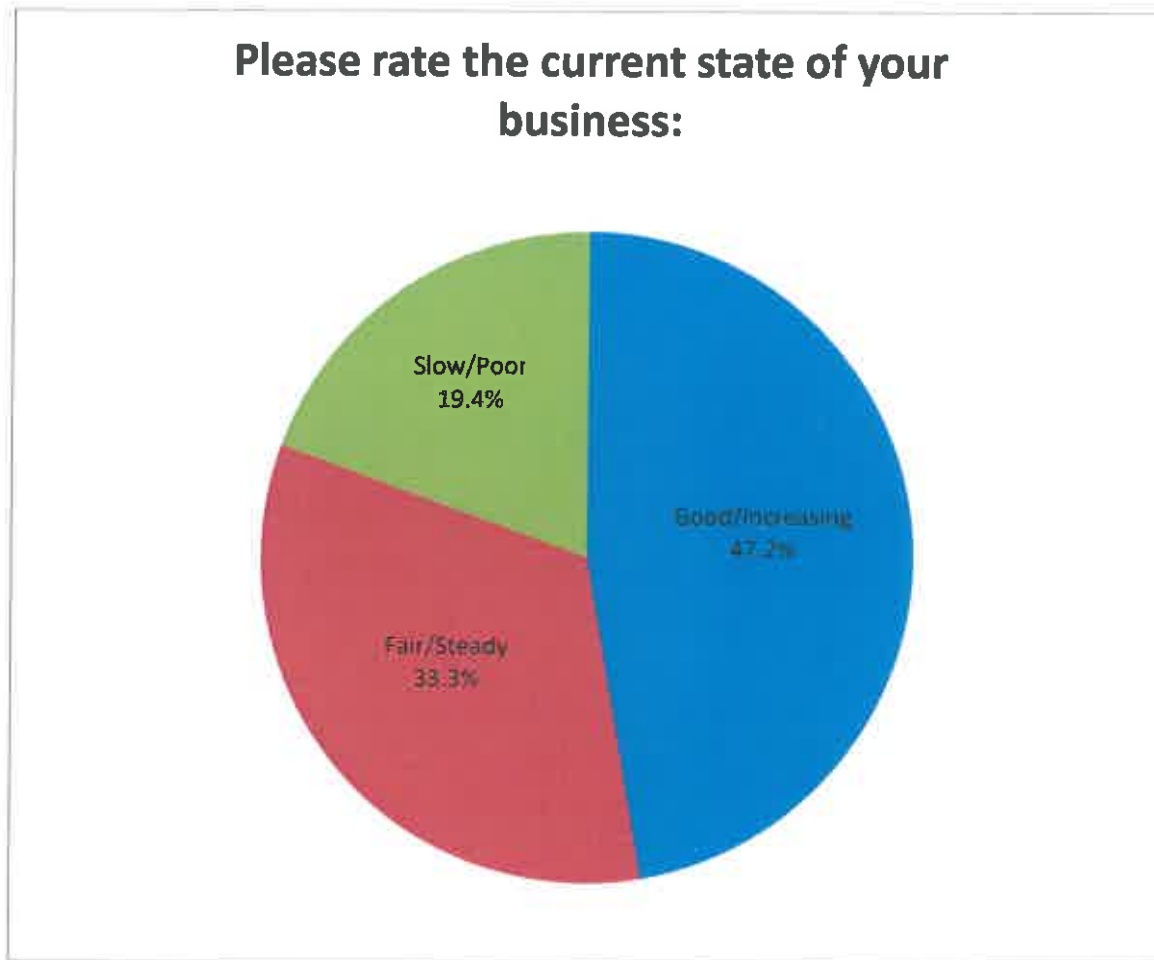


Kurt Inglis
Planner and Deputy Corporate Officer

Schedule 1 - Enderby Business Walks Survey Results 2017

1. Please rate the current state of your business.

This question is an important indicator in gauging the current economic climate for local business and industry within Enderby. The below results are quite positive in that 80.5% of businesses stated that their current state of business is either fair/steady or good/increasing.

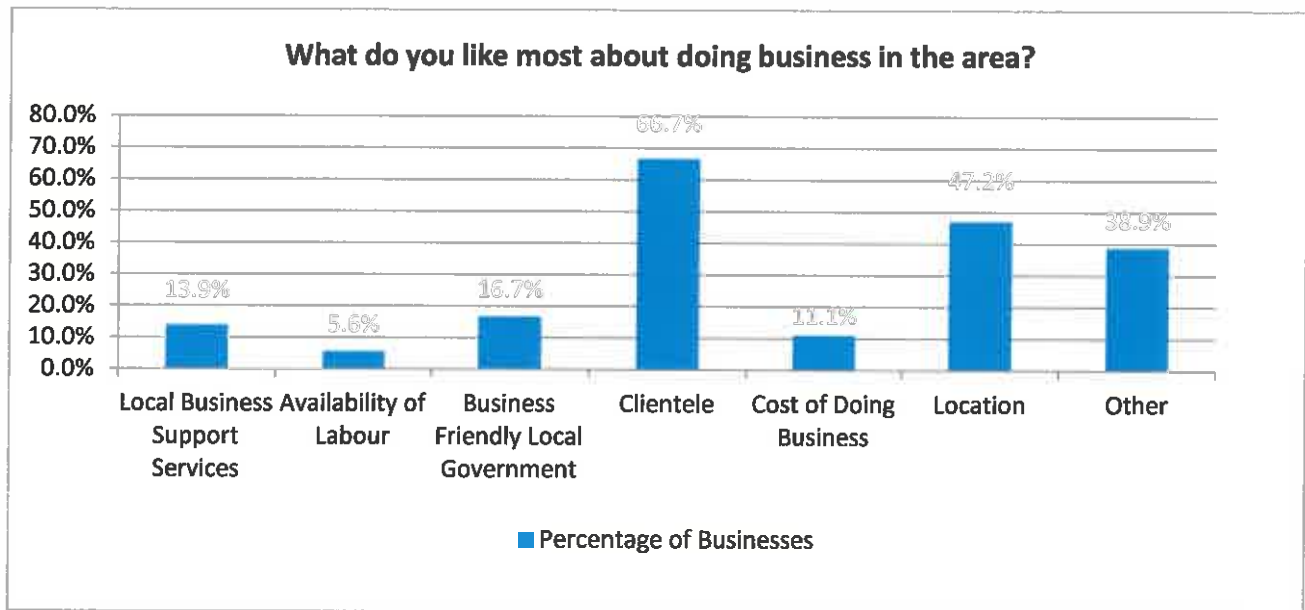


2. Total number of employees at this facility.

The number of full-time employees ranged from 1-29, with 86% of businesses surveyed employing 10 people or less.

3. What do you like most about doing business in the area?

This question was used in order to identify the unique characteristics of the community which are conducive to good business. 66.7% of the businesses surveyed identified 'Clientele' as what they liked most about doing business within the area while 47.2% identified 'Location' as a key factor. Of the 38.9% who chose 'Other' factors, the Cliff Avenue renewal, Enderby's small town feel and atmosphere, and the City's proximity along the highway were identified as key strengths.



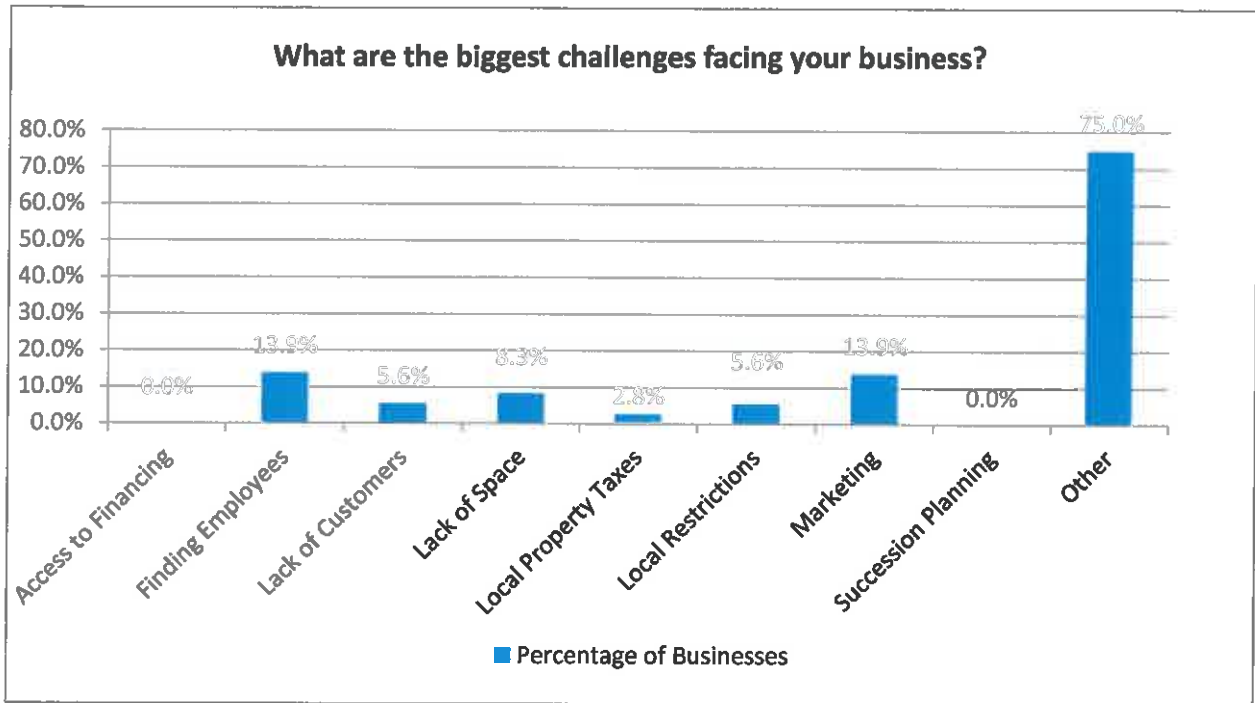
4. What can be done to help your business thrive?

This open-ended question was used in order to identify, i) what can be done to better support local businesses, ii) which areas provide the best opportunity for strengthening the local economic climate, and iii) how best the City of Enderby, Chamber of Commerce, and Community Futures can follow up with individual businesses in order to provide assistance.

The main themes were the need for more local events to help stimulate businesses, improved marketing of local businesses, and an increase in growth and development in order to inject more people and businesses into the community.

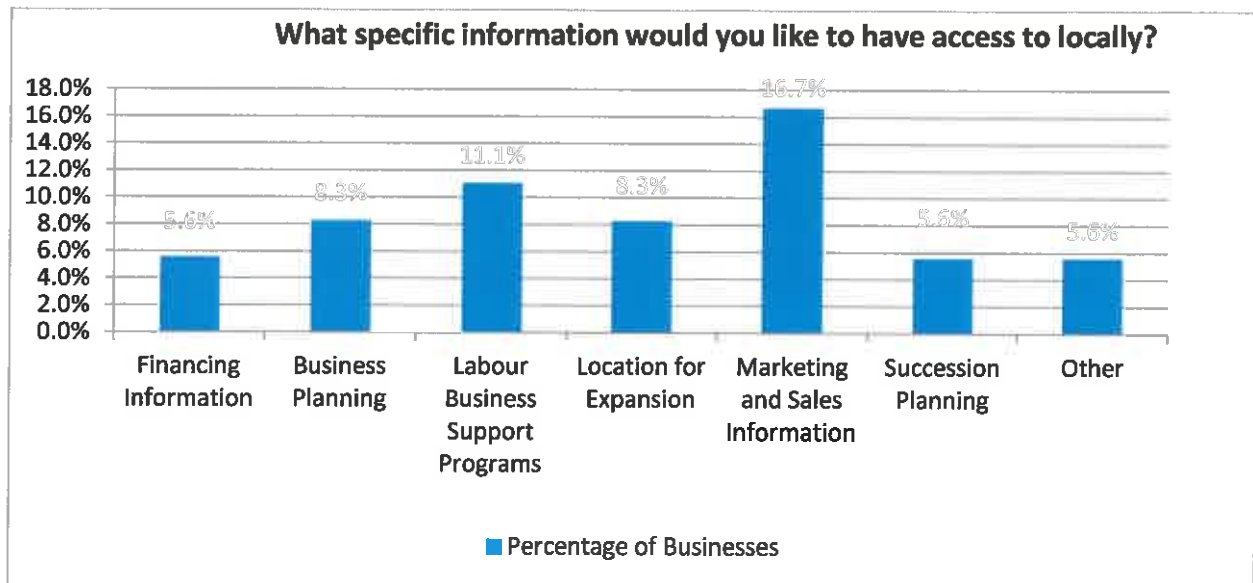
5. What are the biggest challenges facing your business?

This question was used to gain insight regarding the main challenges that local businesses are facing. A total of 13.9% of the surveyed businesses noted that 'finding employees' was their biggest challenge, while 13.9% noted 'marketing'. Of the 75% of surveyed businesses who chose 'Other' challenges, the main themes related to crime within the community, competition with big box stores/online retailers, and access to skilled/trained labour.



6. What specific information would you like to have access to locally?

This question in the Business Walk Survey was geared towards identifying the types of resources that could be used to support local businesses better; a total of 16.7% of the surveyed businesses noted they would most like to have access to information related to 'Marketing and Sales Information' while 11.1% noted they would like access to 'Labour and Business Support Programs'.

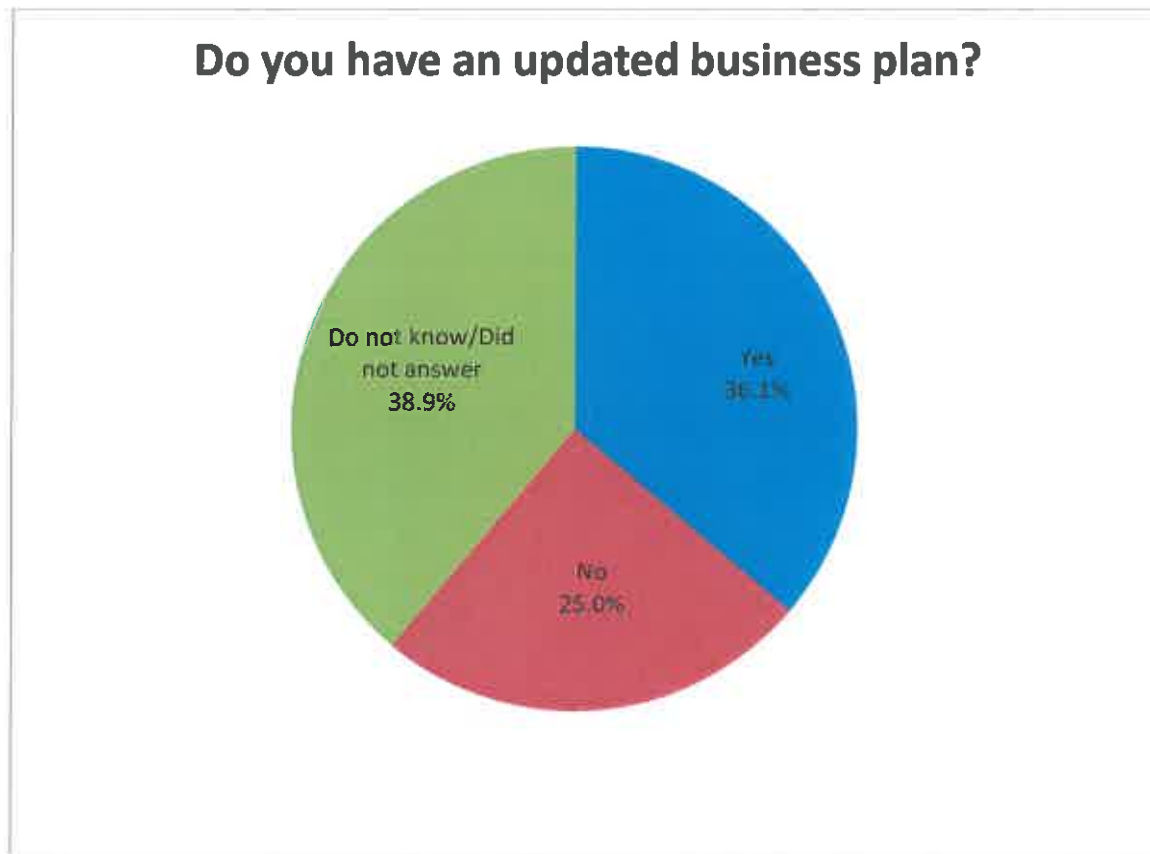


7. Do you have an updated business plan?

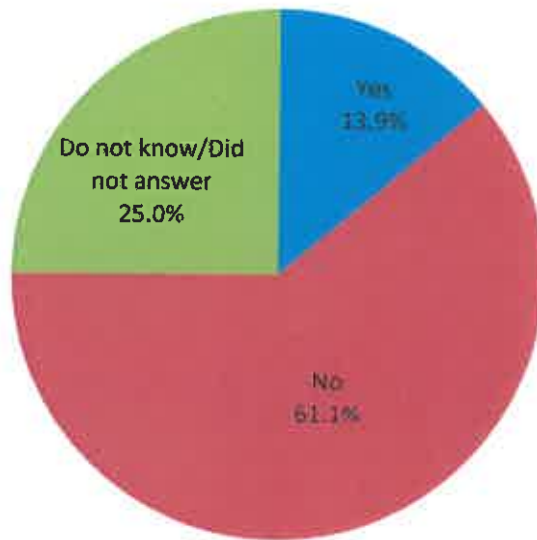
Do you plan on selling the business within the next 5 years?

Is your business currently a member of the Chamber of Commerce?

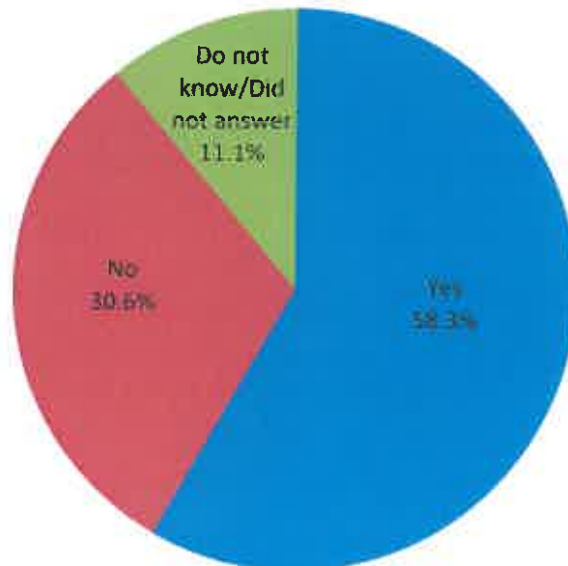
This series of questions was used to gain insight on opportunities where business support organizations such as Community Futures North Okanagan could help businesses with business planning and succession planning, as well as identify opportunities for the Chamber of Commerce to recruit additional members. Of the businesses surveyed, 36.1% had an updated business plan, 13.9% plan on selling their business within the next 5 years, and 58.3% are currently members of the Chamber of Commerce.



Do you plan on selling your business within the next 5 years?



Is your business currently a member of the Chamber of Commerce?



Walker Question: Should this company be revisited to provide 1:1 assistance?

One of the primary objectives of the Business Walk was to identify businesses that needed additional support or assistance from the City of Enderby or business support organizations such as the Chamber of Commerce or Community Futures North Okanagan. Of the businesses surveyed, 38.9% required some form of assistance; the City of Enderby, Chamber of Commerce, and Community Futures North Okanagan are currently in the process of following up with the 14 businesses that were identified as requiring further assistance.

