



Minutes of the Regular Meeting of the Council of the Village of Chase
held in the Council Chamber of the Village Office at 826 Okanagan Avenue
on Monday, November 25, 2014 at 4:00 p.m.

PRESENT:

Councillors: R. Anderson, Mayor
R. Berrigan
R. Crowe
D. Lepsoe
S. Scott
In Attendance: J. Heinrich, Chief Administrative Officer (CAO)
T. Pretty, Deputy Corporate Officer (DCO)
Public Gallery: 5
Media: 1

FINAL

1. CALL TO ORDER

Mayor Anderson called the meeting to order at 4:00 p.m.

2. ADOPTION OF THE AGENDA

Moved by Councillor Scott

Seconded by Councillor Berrigan

“That the November 25, 2014 Village of Chase Regular meeting agenda be adopted with the amendment of the date in item 8.6 be changed from December 12 to December 16.”

CARRIED
#2014/11/25_001

3. ADOPTION OF THE MINUTES

Moved by Councillor Crowe

Seconded by Councillor Lepsoe

“That the minutes of the November 10, 2014 Regular Meeting of Village of Chase Council be adopted as presented.”

CARRIED
#2014/11/25_002

4. PUBLIC HEARINGS

None.

5. REPORTS

a) Mayor and Council Reports

Mayor Anderson

- Attended the Remembrance Day ceremonies

Councillor Berrigan

- Attended the Remembrance Day ceremonies
- Attended the opening ceremonies for National Aboriginal Addictions Awareness Week (NAAAW)

Councillor Crowe

- Attended NAAAW events November 16 – 20 and 22, 2014
- Assisted in putting up outside Christmas lights at the Chase & District Museum

Councillor Lepsoe

- Attended a NAAAW organizational meeting
- Attended NAAAW events November 16 – 20 and 22, 2014

Councillor Scott

- Attended the Remembrance Day ceremonies

6. DELEGATIONS

None.

7. UNFINISHED BUSINESS

None

8. NEW BUSINESS

8.1 BC Interior Community Foundation – Letter dated November 6, 2014

Moved by Councillor Scott

Seconded by Councillor Berrigan

“That the letter dated November 6, 2014 from the BC Interior Community Foundation regarding their name change and their “Campaign for Community” be received for information.”

**CARRIED
#2014/11/25_003**

8.2 Canadian Federation of Independent Business

Introduction to Municipal Spending Watch

Moved by Councillor Berrigan

Seconded by Councillor Crowe

“That the letter and report from the Canadian Federation of Independent Business be received for information.”

**CARRIED
#2014/11/25_004**

8.3 Chase Firefighters Association –

Request for Grant-in-aid for Firefighter Recognition Event

Moved by Councillor Berrigan

Seconded by Councillor Crowe

“That Council provides a grant-in-aid to the Chase Firefighters Association in the amount of \$500 to support the recognition of the fire department members in 2014.”

**CARRIED
#2014/11/25_005**

8.4 Federation of Canadian Municipalities

First Nation Municipal Community Infrastructure Partnership Program

Moved by Councillor Scott

Seconded by Councillor Lepsoe

“That the communication from FCM’s First Nation Municipal Community Infrastructure Partnership Program be received.”

**CARRIED
#2014/11/25_006**

8.5 Office Hours – December 2, 2014 – Inaugural Meeting of Council

Moved by Councillor Scott

Seconded by Councillor Berrigan

“That the Village office closes at 3:45 p.m. on December 2, 2014 to allow for office staff members to attend the Inaugural meeting of Council to be held at the Seniors’ Centre beginning at 4 p.m.”

**CARRIED
#2014/11/25_007**

8.6 Communication Protocol Agreement -
Village of Chase and Adams Lake Indian Band

Moved by Councillor Crowe

Seconded by Councillor Scott

“That Council adopt the proposed Communications Protocol Agreement between the Village of Chase and the Adams Lake Indian Band; AND

That a public signing ceremony be arranged for December 16, 2014 to finalize this important document.”

**CARRIED
#2014/11/25_008**

9. **IN CAMERA**

Moved by Councillor Crowe

Seconded by Councillor Scott

“That Council recess to an In Camera meeting pursuant to paragraph (c) regarding information that is prohibited from disclosure under Section 21 of the *Freedom of Information and Protection of Privacy Act*.”

**CARRIED
#2014/11/25_009**

10. **ADJOURNMENT**

Moved by Councillor Scott

Seconded by Councillor Berrigan

“That the November 25, 2014 Village of Chase regular Council meeting be adjourned.”

**CARRIED
#2014/11/25_010**

The meeting was adjourned at 4:20 p.m.

R. Anderson, Mayor

T. Pretty, Deputy Corporate Officer



Minutes of the Inaugural Meeting of the Council of the Village of Chase
held at the Chase Creekside Seniors Hall located at 542 Shuswap Avenue
on Tuesday, December 2, 2014 at 4:00 p.m.

FINAL

PRESENT:

Outgoing Mayor	R. Anderson
Mayor Elect	R. Berrigan
Outgoing Councillor	R. Crowe
Councillors Elect	N. Egely
	D. Lepsoe
	A. Maki
	S. Scott

In Attendance: J. Heinrich, Chief Administrative Officer
T. Pretty, Deputy Corporate Officer
L. Pederson, Chief Financial Officer

Public Gallery: 40+

Media: 2

1. CALL TO ORDER

Mayor Anderson called the meeting to order at 4:00 p.m.

- a) **Outgoing address from Councillor Crowe**
Councillor Crowe noted he felt privileged for the opportunity to serve on Council and serve the community. He expressed his pleasure in working with staff and Council and congratulated the new Council on their election. Mayor Anderson thanked him for his service and presented him with an appreciation gift.
- b) **Outgoing address from Mayor Anderson**
Mayor Anderson remarked that it was working with the great staff and members of Council that made his time in office memorable. He thanked everyone for their support and congratulated the new Council on their election. The Deputy Corporate Officer then presented him with a an appreciation gift.

2. OATHS OF OFFICE

- a) **Mayor Elect**
Mayor Elect Rick Berrigan read aloud the Mayor's Oath of Office which he and the Deputy Corporate Officer then signed. Mayor Berrigan then assumed the Mayor's seat at the Council table.
- b) **Councillors Elect**
Councillor David Lepsoe read aloud the Councillor's Oath of Office which he and the Deputy Corporate Officer then signed. Councillor Lepsoe then returned to his seat at the Council table.

Councillor Steven Scott read aloud the Councillor's Oath of Office which he and the Deputy Corporate Officer then signed. Councillor Scott then returned to his seat at the Council table.

Councillor elect Nancy Egely read aloud the Councillor's Oath of Office which she and the Deputy Corporate Officer then signed. Councillor Egely then assumed her seat at the Council table.

Councillor elect Ali Maki read aloud the Councillor's Oath of Office which she and the Deputy Corporate Officer then signed. Councillor Maki then assumed her seat at the Council table.

3. MAYOR'S INAUGURAL ADDRESS

Mayor Berrigan welcomed everyone to today's meeting and thanked Mayor Anderson and Councillor Crowe for their hard work and dedication. He expressed his commitment to working hard to enhance the community through listening while keeping the interests of the entire community in mind in decision making. He noted he is looking forward to a productive four years.

4. ACKNOWLEDGEMENT OF DISTINGUISHED GUESTS

Mayor Berrigan thanked the distinguished guests in the gallery for their attendance.

5. ADOPTION OF AGENDA

Moved by Councillor Scott

Seconded by Councillor Egely

"That the December 2, 2014 Village of Chase Inaugural Council meeting agenda be adopted as presented."

**CARRIED
#2014/12/02_001**

6. NEW BUSINESS

6.1 Letters of Congratulations to newly elected Mayor

Moved by Councillor Maki

Seconded by Councillor Scott

"That the correspondence from Premier Christy Clark and Colin Mayes, MP, congratulating Rick Berrigan on his recent election as Mayor of the Village of Chase be received."

**CARRIED
#2014/12/02_002**

6.2 Letters of Congratulations to newly elected Councillors

Moved by Councillor Lepsoe

Seconded by Councillor Egely

"That the correspondence from Colin Mayes, MP, congratulating Nancy Egely and Ali Maki on their recent election as Councillors of the Village of Chase be received."

**CARRIED
#2014/12/02_003**

6.3 Thompson-Nicola Regional District Director and Alternate Director Appointees

Moved by Councillor Scott

Seconded by Councillor Maki

“That Mayor Berrigan be appointed as Director to the Board of the Thompson-Nicola Regional District.”

**CARRIED
#2014/12/02_004**

Moved by Councillor Egely

Seconded by Councillor Lepsoe

“That Councillor Scott be appointed as Alternate Director to the Board of the Thompson-Nicola Regional District.”

**CARRIED
#2014/12/02_005**

6.4 Thompson-Nicola Regional District 2014 Inaugural Board Meeting

Moved by Councillor Scott

Seconded by Councillor Egely

“That members of Council who are not covered for accommodation costs by the Thompson-Nicola Regional District and wish to attend the December 11, 2014 Inaugural Board Meeting and Reception, will have costs covered as per the Travel Expense policy.”

**CARRIED
#2014/12/02_006**

6.5 Thompson-Nicola Regional District Orientation Session

Moved by Councillor Egely

Seconded by Councillor Scott

“That members of Council who wish to attend the Thompson-Nicola Regional District orientation session on December 12, 2014 will have costs covered as per the Travel Expense policy.”

**CARRIED
#2014/12/02_007**

6.6 Signing Authorities

Moved by Mayor Berrigan

Seconded by Councillor Scott

“That Ron Anderson’s name be removed from the approved signing officer’s list for Village of Chase banking purposes and that Mayor Rick Berrigan, Councillor Scott, Chief Administrative Officer Joni Heinrich, Chief Financial Officer Leif Pederson and Deputy Corporate Officer Tammi Pretty be the designated signing officials effective immediately.”

**CARRIED
#2014/12/02_008**

7. ADJOURNMENT

Moved by Councillor Scott

Seconded by Councillor Egely

“That the December 2, 2014 Village of Chase Council inaugural meeting be adjourned.”

CARRIED
#2014/12/02_009

The meeting was adjourned at 4:17 p.m.

R. Berrigan, Mayor

T. Pretty, Deputy Corporate Officer



Village Of Chase *Administrative Report*

TO: Mayor and Council
FROM: CAO
DATE: December 9, 2014
RE: New Building Canada Fund – Small Communities Fund

ISSUE/PURPOSE

To obtain a resolution from Council to support the Village's application for funds for the Sewer Lagoon Upgrade.

OPTIONS

- 1. Pass a resolution supporting the application for funding and confirming that the Village commits to paying its share of the eligible project costs, in the amount of \$500,000.**
- 2. Do not pass a resolution, foregoing the opportunity to apply for grant funds.**

BACKGROUND/DISCUSSION

(Partially excerpted from Urban Systems' Final Predesign report dated October 2014):

The Village's sewer lagoon system has worked well for many years – it was first constructed in the 1980's. The system includes wastewater collection, 2 aerated lagoons, and rapid infiltration basins.

In 2001 the Village completed a Liquid Waste Management Plan (LWMP) which provided direction for the safe and environmentally sustainable treatment and disposal practices over the next 20 years.

For the first number of years it was possible to cycle the basins with wet and dry periods, such that each RI basin could be disked and maintained. After several years, build-up of algae and suspended solids from the lagoons prevented proper maintenance of the RI basins.

Issues identified for the purposes of the current grant program include the need for a filter downstream of the lagoons to trap algae and/or suspended solids, address odours emanating from the lagoons particularly in the Spring and early Summer months, provide an influent screen to take out non-biological materials such as plastics and wood prior to the wastewater entering the lagoons, and the need for bypass piping around the lagoons to allow maintenance in either lagoon while one remains in service.

FINANCIAL IMPLICATIONS

Cost of Project	\$1,568,000
Funded from Federal/Provincial Sources	\$1,045,333.34
Funded from Village of Chase	<u>\$522,666.67</u>
	\$1,568,000

Village Funding Components:

- From Surplus or DCC if available \$50,000
- From Debenture \$472,666.67

If Village has to fund the entire 1/3 (\$522,666.67) via a debenture (borrowing), there are two options:

1. Short-term borrowing through Municipal Finance Authority – no need to get elector approval but higher cost for repaying over a short term.
2. Long term borrowing (25 year amortization for example) – would require approval of electors either through an Alternative Approval Process or a referendum.

POLICY IMPLICATIONS

Upgrades to the sewer lagoons is a high priority.

RECOMMENDATION

That the Village of Chase authorizes the sewer treatment lagoon upgrade project to proceed, commits 1/3 of the funding (\$523,000) to the project, and authorized Administration to submit an application to the New Building Canada Fund, Small Communities Fund to fund 2/3 of the project.

Respectfully submitted,

Original Signed by:

Joni Heinrich, CAO

**The Village of Chase
Report on Grants in Aid
To 30 November 2014**

	2014	2013	2012	2011	2010
Special Grant in Aid Fund					
Adams River Salmon society					500
Akido Group				500	
BC Ambassador Program		150		150	150
BC Barrel Racing Association	597	609			
Canada Day Committee			1,000	1,000	2,000
Chase and District Chamber of Commerce	1,032	250		200	
Gateway Project - Rest Stop signage				750	1,500
Chase and District Curling club	5,000		5,000		
Chase and District Victim Services		2,235			
Chase Citizens on Patrol	1,500	1,000	1,200	3,000	
Chase Cornstalk Committee	250	500	500	200	
Chase Festival Society					100
Chase Fire and Rescue	500				500
Chase Hamper Society		500	600		
Chase Lions			200		
Chase Literacy Program	1,000	250			
Chase Minor Ball				5,000	
Chase Museum Society	2,500	5,000	1,250	5,400	5,000
Chase Seniors Creekside Organization		500			
D.A.R.E BC	250				
Green Kids Club				100	
Inspire Health		100			
Memorial Park Sound System				2,000	
Miss Chase excellence Program	2,000		1,500	1,500	1,000
NAAW	500	500			
Neskonlith Indian Band - dancer		250			
Parent Advisory Committee					
Playground Equipment					900
Raise a Reader			350		

**The Village of Chase
Report on Grants in Aid
To 30 November 2014**

	2014	2013	2012	2011	2010
Earth Committee			6,000		100
Pulling Together Journey Splatsin		1,000			
Secwepemc Gathering	500				
Secwepenculecw Motorcycle Unity Run	50				
Shuswap Trail Alliance		2,500	500		400
Skmana Ski Club				1,500	
Sqwlax PowWow Committee	500	500		50	
Wilson Park				500	
Working Together PowWow	500	500		100	
Total Special Grants in Aid (Note 7,500 funded from unexpended administration salary budget in 2014)	16,679	16,344	18,100	21,950	12,150
Economic Development Grant in Aid					
Chase and District Chamber of Commerce	16,914	14,000	17,635	16,567	22,004
Partnership Grant in Aid for Recreation					
Chase and District Recreation Centre Society	40,000	66,560	93,644	132,000	132,000
Total Grants in Aid	73,593	96,904	129,379	170,517	166,154

The Economic Development grant is based on an agreement to provide 80% of the Business licence fees collected to the Chamber for operation of the Information Centre.

The grant paid on behalf of the Chase and District Recreation Centre Society was originally for the payment of the annual mortgage until the village assumed control of the arena in 2012. Since then the the society has required an additional grant of up to \$50,000 for operations. The mortgage is now part of the Village's operations budget under recreation at a cost of 100,000 in 2014.



Village of Chase

**FIRE AND EMERGENCY
MUTUAL AID AGREEMENT**

THIS AGREEMENT dated for reference the day of ,

2014. BETWEEN:

THE VILLAGE OF CHASE

a municipal corporation having its offices at
826 Okanagan Avenue
Chase, BC
VOE 1M0

AND:

ADAMS LAKE INDIAN BAND

Address

(Individually a "Party" and collectively, the "Parties")

WHEREAS the Parties desire to enter into an Agreement whereby emergency resources can be deployed to assist either Party during an emergency, this Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third person.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the Parties agree as follows:

1. In this Agreement, unless the context otherwise requires,
 - a. "emergency" means any present or imminent calamity or sudden or violent disturbance that in the opinion of the Fire Chief cannot be brought under control by the use of the available local emergency resources and that requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people, or to limit property damage;
 - b. "emergency resources" means persons, services, equipment and materials held by, or directly available to, the Fire Department of a Party;
 - c. "Fire Chief" means, for each Party, the senior employee responsible for the Fire Department of that Party or his delegate;
 - d. "Mutual Aid Incident" means an emergency for which a Requesting Party has requested that a Responding Party provide emergency resources;
 - e. "Officer-in-Charge" means that member of a Party's Fire Department who is in command of that Party's emergency resources at a Mutual Aid Incident;
 - f. "Requesting Party" means a Party that has asked the other Party

- to provide emergency resources for a Mutual Aid Incident; and
- g. "Responding Party" means a Party that has been asked to provide emergency resources for a Mutual Aid Incident.
2. The procedure to be followed in requesting and rendering aid under this Agreement shall be governed by the following principles, namely:
 - a. A Fire Chief will attempt to fully utilize the emergency resources of his own department before requesting emergency resources from the other Party, except where the other Party owns or operates special equipment that is not available within the jurisdiction of the Requesting Party;
 - b. Where a Fire Chief determines that an emergency exists, he may request emergency resources from the other Party;
 - c. A Fire Chief of a Responding Party may determine the extent of and duration for which the emergency resources are available and thereupon such emergency resources, if any are available, will be dispatched and utilized to provide aid to deal with the emergency. Neither Party makes any guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency. The duty of a Responding Party to provide emergency services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, neither Party incurs a special duty to the residents of the other Party;
 - d. The Officer-in-Charge of emergency resources of a Responding Party assisting in an emergency shall remain in charge of those emergency resources and shall control and direct those resources in cooperation with the Fire Chief of the Requesting Party;
 - e. A Fire Chief of a Responding Party can withdraw his department's emergency resources if a new emergency occurs in the Responding Party's own jurisdiction, or if for any reason the Officer-in-Charge of emergency resources of a Responding Party believes it is in the best interest of his or her own jurisdiction or the safety of his or her crew or equipment to withdraw from the Mutual Aid Incident.
 3. The Parties agree to consult on a regular basis through their respective Fire Chiefs on the best ways to achieve the optimum deployment of emergency resources to control emergencies.
 4. When a Responding Party provides emergency resources:
 - a. The Responding Party may, within one hundred eighty days after so doing, render to the Requesting Party a correct account of the fire fighters and the cost of the emergency resources provided by the Responding Party, in accordance with the table of costs set out in Schedule "A" hereto;
 - b. The Requesting Party shall pay the account within sixty days after receiving it.

5. Either Party may terminate its rights and responsibilities under this Agreement by giving to the Fire Chief of the other Party, one hundred eighty days notice in writing of its intention to do so.
6. Each Party to this Agreement covenants and agrees:
 - a. to release the other Party from and not to initiate legal action or third party proceedings against the other Party for any claims, demands, suits, actions, expenses (including legal fees), recoveries and judgments that the first Party may have or incur relating to or arising from any breach of this Agreement by the other Party as a Responding Party or any act or omission of the Responding Party in the performance of this Agreement, PROVIDED THAT this release shall not apply to any account submitted pursuant to section 4(a) above;
 - b. to indemnify and save the other Party harmless from and against all claims, demands, suits, actions, expenses (including legal fees), recoveries and judgments, by whosoever brought against that other Party, and all costs, losses, payments and expenses (including legal fees) of every nature and description incurred by that other Party (collectively "Claims") in relation to or arising from the other Party, acting as or purporting to act as a Responding Party, providing or failing to provide or attempting to provide aid to the Requesting Party as outlined in the Agreement, including, without limitation, Claims resulting from injury or death to any servant, agent, employee or volunteer of the Responding Party who provided aid if the Responding Party is in any way obligated to make or pay such Claim to such servant, agent, employee or volunteer or any beneficiary thereof;
 - c. that if any action arising from or relating to the provision or failure to provide emergency resources is commenced by a third party against a Responding Party, the Requesting Party shall give notice to and defend the action on behalf of the Responding Party;
 - d. to purchase and provide proof of Comprehensive General Liability insurance naming the other as an Additional Insured, covering losses to a third party for bodily injury or death, property damage and unlicensed vehicle and attached equipment operations. This insurance shall be an all risk, occurrence based policy with a Five Million Dollars (\$5,000,000) minimum limit on an occurrence basis;
 - e. to ensure that all vehicles owned and/or operated by it in connection with this agreement are covered by Third Party Legal Liability Insurance with a licensed insurance carrier in an amount not less than \$5 Million Dollars (US\$5,000,000) per occurrence;
 - f. to ensure that all policies where the other Party is named as an Additional Insured contain a Separation of Insured Clause and a Cross Liability Clause; and
 - g. to provide written proof of Workers Compensation Coverage which is extended to cover injuries and losses arising outside each Party's respective province or state.

For the purpose of this section, Party or Responding Party includes all elected officials, servants, agents, employees and volunteers of the Party or Responding Party.

7. The provisions of sections 6(a) – (c) inclusive shall survive the termination or expiration of this Agreement.
8. **Mandatory Tiered ADR Clause**
 - 8.1 The Parties will attempt to settle by direct negotiation all disputes, controversies and claims arising out of or relating to this Agreement, including without limitation all questions relating to the existence, validity, breach or termination hereof but excluding any matters referred to in section 6(a) or (b) (collectively, "Disputes" and each a "Dispute").
 - 8.2 In the event that the Parties are unable to settle a Dispute by direct negotiation within 30 days of such Dispute first arising, the Parties will attempt to settle the Dispute by mediation in accordance with the ADR Rules of the International Chamber of Commerce before resorting to arbitration, litigation or other dispute resolution procedure.
 - 8.3 If a mediation conducted pursuant to section 8.2 has not resolved the Dispute within 30 days of the first mediation session relating to such Dispute, the Dispute may, without prejudice to a Party's right to commence and pursue any other proceedings, be determined by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such Rules.
 - 8.4 All Dispute resolution proceedings will be conducted exclusively in the English language.
9. Notices or other communications under this Agreement shall be sufficiently given if delivered to a Fire Chief personally or left at the Fire Chief's office or mailed to the following:

Fire Chief
Village of Chase
PO Box 440
826 Okanagan Avenue
Chase, BC
V03 1M0

Fire Chief
Adams Lake Indian Band
Address

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

THE VILLAGE OF CHASE
by its authorized signatories

R. Berrigan, Mayor

T. Pretty, Deputy Corporate Officer

ADAMS LAKE INDIAN BAND
by its authorized signatories

DRAFT

SCHEDULE "A"

Table of Costs

1. The following charges should be in accordance with the respective labour contract of the Responding Party and shall commence at the time the vehicles are dispatched and continue until returned to quarters.

- a. Overtime or callout time.
- b. Repair or replacement costs for damage to or destruction of vehicles and related equipment not reimbursed by insurance. *The Responding Party shall be under no obligation to submit a claim to its insurer for reimbursement in relation to any such damage or destruction.*
- c. Repair or replacement costs for damage or destruction of hand equipment, tools, appliances, electronic equipment, ladders, clothing, etc. and use of materials not reimbursed by insurance. *The Responding Party shall be under no obligation to submit a claim to its insurer for reimbursement in relation to any such damage or destruction.*
- d. Rental for specialized equipment:

Air vehicle	\$500.00 per hour
Dangerous Goods Vehicle	\$2,000.00 per hour
Engines	\$550.00 per hour
Aerial Device	\$1,200.00 per hour
Tenders	\$500.00 per hour
High angle rescue vehicles	\$2,000.00 per hour
Command officer and vehicle	\$150.00 per hour

2. It is agreed by both Parties that the above costs may be adjusted from time to time by consent of each of the Parties, to reasonably reflect current costs