



AGENDA

Regular Meeting of the Council of the Village of Chase held in the Council Chamber at the Village Office at 826 Okanagan Avenue on Tuesday, January 10, 2017 at 4:00 p.m.

1. CALL TO ORDER

2. ADOPTION OF AGENDA

Resolution:

"That the January 10, 2017 Village of Chase Regular Council meeting agenda be adopted as presented."

3. ADOPTION OF MINUTES

Pages 1-6

Regular Meeting held December 13, 2016

Resolution:

"That the minutes of the December 13, 2016 Regular Meeting of Council be adopted as presented."

4. PUBLIC INPUT ON CURRENT AGENDA ITEMS

This opportunity is for members of the gallery to provide input on items on this Agenda

5. DELEGATIONS

6. REPORTS

a) Mayor and Council Reports

b) Staff Reports

Memo from the CAO

Page 7

Memo from Corporate Officer

Page 8

Memo from the Public Works Manager

Page 9

7. UNFINISHED BUSINESS

7.1 Fees and Charges Amendment Bylaw 829-2016

Pages 10-19

Fees and Charges Amendment Bylaw 829-2016 has received three readings. Council can now adopt the bylaw.

7.2 2017 Council Liaison Appointments

Page 20

A resolution of Council is appropriate to approve the Mayor's 2017 Council Liaison Appointments.

7.3 Rocky Road Trail Initiative

Pages 21-22

Memo from the CAO

"That Mayor Berrigan approach Chief Oliver Arnouse of the Little Shuswap Lake Indian Band to request written support for the Rocky Road Trail Initiative."

7.4 Proposed Lions Splash Park Initiative

Page 23

Memo from the CAO

8. NEW BUSINESS

- 8.1 Zoning Amendment Bylaw 831-2107 – 315 Lakeshore Drive Pages 24-30
Report from the Corporate Officer

THAT the zoning amendment application for 315 Lakeshore Drive be accepted, and staff be directed to process the application;

THAT the Village of Chase Zoning Amendment Bylaw 831-2017 be read a first time;

THAT the Village of Chase Zoning Amendment Bylaw 831-2017 be read a second time;

THAT the Village of Chase Zoning Amendment Bylaw 831-2017 be submitted to Public Hearing.

- 8.2 CP Rail Crossing Agreements Pages 31-41
Memo from the Corporate Officer

“THAT Council enter into agreement X-SHUS-093-36-PA with CP Rail for the purpose of installing municipal infrastructure under CP Railway lands on Aylmer Road, and authorize the Mayor and Corporate Officer to execute said agreement; and,

THAT Council enter into agreement X-SHUS-093-45-PA with CP Rail for the purpose of installing municipal infrastructure under CP Railway lands on Aylmer Road, and authorize the Mayor and Corporate Officer to execute said agreement.”

- 8.3 Water and Sewer Parcel Tax adjustments Pages 42-43
Report from the Director of Financial Services.

“That Administration be authorized to credit the utility account of each property sold after April 30, 2016 up to and including November 30, 2016 with the amount pertaining to the water/sewer parcel tax adjustment fee that was applied on all utility accounts with the first tri-annual utility billing period in 2016.”

- 8.4 The 6th Together Shuswap Event Pages 44-45

Council members may wish to attend this February 15 event at Splatsin– A Council resolution is required for the Village to cover attendance costs.

- 8.5 Chase Royal Canadian Legion – Installation of Officers Page 46
An invitation from Paul Lamoureux, President of Branch #107, to the Mayor requesting his attendance at the January 14 event.

- 8.6 Vancouver Island and Coast Conservation Society Pages 47-49
A request from the society for Chase Council to write a letter to the Prime Minister of Canada advising him that the Village of Chase supports December 11th 2017 being recognized as "*A Day for Our Common Future*"

Council also has an opportunity to proclaim December 11th 2017 as "*A Day for Our Common Future*"

- 8.7 The Third Crossing Society Pages 50-54
An email of appreciation from Richard Furness, Secretary of the society, regarding the Village's June 30 2016 support letter for their initiative of a mid-province bridge with Vancouver Island.

- 8.8 Chase Rotary Club – Kids Don't Float Pages 55-64
The official request from the Rotary Club of Chase to partner in the Kids Don't Float program. Included is the CAO's response letter indicating Council's support of the program.

A resolution of Council is needed to enter into this agreement on behalf of the Village of Chase

- 8.9 Proposed Lion's Splash Park Pages 65-67
Letter from Len Maclean, and response letter from the CAO

- 8.10 Utility Payment Adjustment Request – 520 lakeshore Drive Page 68
Report from the Director of Financial Services

"That Council authorizes Administration to cancel the charge of \$131.58 (including the water/sewer parcel tax adjustment) pertaining to the utility account of 520 Lakeshore Drive."

- 8.11 Chase Country Christmas 2017 Grant in Aid Request Pages 69-75
Report from the Corporate Officer

- 8.12 SILGA Pages 76- 77
Correspondence has been received from the Southern Interior Local Government Association regarding:
- Call for Nominations
 - Call for Resolutions

9. RELEASE OF IN CAMERA ITEMS

10. IN CAMERA

11. ADJOURNMENT

Resolution:

"That the January 10, 2017 Village of Chase Regular Council meeting be adjourned."



Minutes of the Regular Meeting of Council of the Village of Chase
held in the Council Chamber of the Village Office at 826 Okanagan Avenue
on Tuesday, December 13, 2016 at 4:00 p.m.

PRESENT: Mayor Rick Berrigan
Councillor Nancy Egely
Councillor Ali Maki
Councillor David Lepsoe
Councillor Steve Scott

Also in Attendance: Joni Heinrich, Chief Administrative Officer
Sean O'Flaherty, Corporate Officer
Brian Lauzon, Fire Chief
Tim Perepolkin, Public Works Manager

Regrets: none

Public Gallery: 2

Press: 1

1. CALL TO ORDER

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

2. ADOPTION OF THE AGENDA

Moved by Councilor Scott

Seconded by Councilor Maki

"That the December 13, 2016 Village of Chase Regular Council Agenda be adopted as presented."

CARRIED
#2016/12/13_001

3. ADOPTION OF MINUTES

Minutes of the November 22, 2016 Regular Council meeting

Moved by Councilor Egely

Seconded by Councilor Lepsoe

"That the minutes of the November 22, 2016 Regular Meeting of Council be adopted as amended by correcting 4. Public Input On Current Agenda Items, such that Beverley Iglesias is not opposed to scooters operating on sidewalks."

CARRIED
#2016/12/13_002

4. PUBLIC INPUT ON CURRENT AGENDA ITEMS

Mayor Berrigan called for members of the public to speak to items on the agenda.

Beverley Iglesias, 560 Chase W. Road

Ms. Iglesias spoke about the Chase Lions proposed off-leash dog park. She indicated the Lions would like to participate in the selection of contractors that may perform in-kind or affordable works and service.

Mayor Berrigan indicated that only the location would be decided at the meeting and that the costs on the memorandum from the Public Works Manager were merely estimates.

5. REPORTS

Mayor and Council Reports

Mayor Berrigan

- November 23 – Attended an Emergency Management Meeting in Kamloops
- November 24 – Attended the Thompson Regional Hospital Board Meeting
- November 24 – Attended the Thompson-Nicola Regional District Regular Board Meeting
- November 26 – Drove the Chase Royalty in the Kamloops Santa Parade
- November 28 – Attended the Chase Lions District Governors Dinner
- November 28 – Attended senior staff luncheon
- November 30 – Attended the Shuswap Trails Round Table in Enderby
- December 2 – Attended the Growing Tourism Workshop in Kamloops
- December 2 – Chase Country Christmas Parade
- December 10 – Attended the Chase Chamber of Commerce Business Excellence Awards and Christmas Gala
- December 12 – Attended the official announcement of the completion of the four-laning of Hoffman's Bluff by Minister Stone at the Neskonlith Community Hall
- December 5-7 – Attended the Local Government Leadership Academy CEO Forum in Richmond. The Mayor reported on some of the highlights from that session which include:
 - Council should participate in a mid-term orientation session
 - Ensure all of Council and staff are on the same page for information going to the public
 - Council holding more informal meetings (public) such as Committee of the Whole
 - Quarterly meetings should occur with Mayor/Council and CAO
 - Need to review strategic priorities regularly
 - CEO provides leadership to Council and helps the group work as a team for the benefit of the community
 - Policy should be developed on how to handle CAO performance reviews

Moved by Mayor Berrigan

Seconded by Councillor Maki

"That Council dedicate a section of land between the beach and the wharf at Memorial Park to erect a kiosk for the Royal Canadian Marine Search and Rescue's 'Kids Don't Float' program; and,

That the Village of Chase and the Chase Rotary Club partner in the 'Kids Don't Float' initiative."

CARRIED

#2016/12/13_003

Councillor Egely

- November 28 – Attended the Chase Lions District Governors Dinner
- November 28 – Attended senior staff luncheon
- December 2 – Chase Country Christmas Parade
- December 8 – Attended the Rotary Club meeting
- December 10 – Attended the Chase Chamber of Commerce Business Excellence Awards and Christmas Gala
- December 12 – Attended the official announcement of the completion of the four-laning of Hoffman's Bluff by Minister Stone at the Neskonlith Community Hall

Councilor Lepsoe

- November 28 – Attended the Chase Lions District Governors Dinner
- November 28 – Attended senior staff luncheon
- November 30 – Attended the Shuswap Trails Round Table at Splat-sin
- December 1 – Attended the Shuswap Tourism meeting in Salmon Arm
- December 2 – Attended the Growing Tourism Workshop in Kamloops
- December 2 – Parade Marshall for the Chase Country Christmas Parade
- December 8 – Decorated the Village of Chase's Christmas tree at Quaaout Lodge with Councilor Maki and Natalie
- December 9 – Attended the Adams River Salmon Society meeting at Quaaout Lodge
- December 13 – Attended the Destination BC – Tourism Development workshop at Splat-sin to work on a ten year plan.
- December 13 – Attended the Parkside Christmas Dinner

Councilor Maki

- November 28 – Attended the Chase Lions District Governors Dinner
- November 28 – Attended senior staff luncheon
- December 2 – participated in the Chase Country Christmas Parade
- December 5 – Attended the monthly Chamber of Commerce meeting
- December 6 – met with the AP/AR Clerk to finalize the 2016 Music on the Lake financials
- December 10 – Emceed the Chase Chamber of Commerce Business Excellence Awards and Christmas Gala
- December 12 – Attended the official announcement of the completion of the four-laning of Hoffman's Bluff by Minister Stone at the Neskonlith Community Hall

Councilor Scott

- November 28 – Attended the Chase Lions District Governors Dinner
- November 28 – Attended senior staff luncheon
- December 2 – Walked in the Chase Country Christmas Parade
- December 6 – Attended the Chase Fire Rescue Administration monthly meeting
- December 10 – Attended the Chase Chamber of Commerce Business Excellence Awards and Christmas Gala
- December 12 – Attended the official announcement of the completion of the four-laning of Hoffman's Bluff by Minister Stone at the Neskonlith Community Hall

b) Staff Reports

The Fire Chief reported:

- Attended 4 rescue calls
- 12 members undergoing External Operations training that will complete the first week of January
- 7 new members

Moved by Councillor Scott
Seconded by Councillor Maki

"That the reports from Staff, Mayor and Council members be received for information."

**CARRIED
#2016/12/13_004**

6. DELEGATIONS

Doug Geller, M.Sc., P.Geo., P.Geol., Principal Hydrogeologist/President, Western Water Associates Ltd. presented his report on the Chase Source Water Protection Plan explaining its purpose and importance. The Village of Chase engaged Mr. Geller's firm to conduct the Source Water Protection plan for Chase as required by Interior Health.

7. UNFINISHED BUSINESS

None

8. NEW BUSINESS

8.1 Fees and Charges Amendment Bylaw 829-2016

Moved by Councilor Scott
Seconded by Councilor Maki

"THAT Council give first reading to Village of Chase Fees and Charges Amendment Bylaw No. 829-2016."

**CARRIED
#2016/12/13_005**

Moved by Councilor Scott
Seconded by Councilor Maki

"THAT Council give second reading to Village of Chase Fees and Charges Amendment Bylaw No. 829-2016."

**CARRIED
#2016/12/13_006**

Moved by Councilor Egely
Seconded by Councilor Maki

"THAT Council give third reading to Village of Chase Fees and Charges Amendment Bylaw No. 829-2016."

**CARRIED
#2016/12/13_007**

8.2 2017 Council Liaison Appointments

Moved by Mayor Berrigan
Seconded by Councilor Egely

"THAT the 2017 Council Liaison Appointments be deferred to the next Regular Meeting."

**CARRIED
#2016/12/13_008**

8.3 2017 Council Meeting Schedule

Moved by Councilor Scott
Seconded by Councilor Maki

"THAT Council adopt the 2017 Council meeting schedule as amended by removing all Acting Mayor appointments, which will be determined at the next Regular Meeting."

**CARRIED
#2016/12/13_009**

8.4 2017 Total Budget Considerations

Moved by Councilor Scott

Seconded by Councilor Egely

"That the 2017 Budget Considerations report from the Director of Finance be received for information; and,

That the 2017 Budget Considerations be considered during the 2017 Budget deliberations."

CARRIED

#2016/12/13_010

8.5 2017 Capital Budget Considerations

Moved by Councilor Scott

Seconded by Councilor Egely

"That the 2017 Capital Budget Considerations report from the Director of Finance be received for information; and,

That the 2017 Capital Budget Considerations be considered during the 2017 Budget deliberations."

CARRIED

#2016/12/13_011

8.6 Licence of Occupation for Water Reservoir and Access Road

Moved by Councilor Egely

Seconded by Councilor Maki

"THAT Council renew the Licence of Occupation agreement No. 3401563 with the Province, for a community water system and access over that part of Lot 6, DL 517, KDYD, Plan 1467 lying to the south and east of the Trans-Canada Highway as shown on Plan H843 except Plans 7084, 10673 and H15272, containing 0.1559 ha, more or less, for a ten year term."

CARRIED

#2016/12/13_012

8.7 Destination BC - Tourism Development Workshop – December 13, 2016

Moved by Mayor Berrigan

Seconded by Councilor Scott

"That costs associated with Councilor Lepsoe's attendance at the Destination BC - Tourism Development Workshop on December 13, 2016 in Splatstin, BC be covered as per Council's Expense Policy."

CARRIED

#2016/12/13_013

8.8 Off Leash Dog Park

Moved by Councilor Scott

Seconded by Councilor Maki

"That Council approve the location of the proposed off-leash dog park, that being the north-east corner of Mill Park abutting Mill Road, and adjacent to the west side of the water treatment plant."

CARRIED

#2016/12/13_014

8.9 Local Government Leadership Academy–2017 Forum for Elected Officials

Moved by Councilor Scott

Seconded by Councilor Maki

"That any Council member can attend the Local Government Leadership Academy–2017 Forum for Elected Officials in Richmond, February 1-3 2017, by advising Administration; with costs to be covered as per the ADM-21 Expense Policy."

CARRIED

#2016/12/13_015

8.10 Gas Tax Agreement Community Works Fund Payment

Moved by Councilor Maki

Seconded by Councilor Scott

"That the letter from the Union of BC Municipalities notifying the Village of the second installment of the Community Works Fund Gas Tax Agreement Community Works Fund Payment be received for information."

CARRIED

#2016/12/13_016

8.11 Tourism Events Workshop

Moved by Councilor Scott

Seconded by Councilor Maki

"That the memorandum from the CAO containing a summary of the Tourism Events Workshop held Friday December 2, 2016 in Kamloops, be received for information."

CARRIED

#2016/12/13_017

8.12 Chase Country Christmas

Moved by Mayor Berrigan

Seconded by Councilor Egely

"That the letter from Suzanne Foster regarding the Chase Country Christmas Community Hall December 3 2016 booking be received for information; and,

That staff be directed to report back on the details pertaining to Chase Country Christmas Community Hall rental on December 3 2016"

CARRIED

#2016/12/13_018

9. **RELEASE OF IN-CAMERA ITEMS**

None

10. **IN CAMERA**

None

11. **ADJOURNMENT**

Moved by Councilor Scott

Seconded by Councilor Egely

"That the December 13, 2016 Village of Chase Regular Council meeting be adjourned."

CARRIED

#2016/12/13_019

The meeting concluded at 5:21 p.m.

Rick Berrigan, Mayor

Sean O'Flaherty, Corporate Officer



VILLAGE OF CHASE

Memorandum

Date: January 6, 2017
To: Mayor and Council
From: CAO
RE: Activities Report December 10, 2016 to January 6, 2017

Council Support

- Met with Mayor and Minister Todd Stone regarding Highway improvements (accesses into Chase)
- Met with Mayor and Manager of Public Works to discuss the proposed Splash Park initiative and how it could affect the Village's sewer infrastructure
- Met with Mayor and Corporate Officer to discuss Council meeting agenda for January 10, 2017 meeting
- Drafted several reports for Council agenda
- Communicated with Mayor and Council via email regarding various ongoing matters

Administration

- Met with Mayor, Manager of Public Works, Lions Club representatives and their engineer regarding details on proposed Splash Park initiative and what options are available for the project to minimize cost impacts on Village
- Met with Corporate Officer and contractor for Community Hall/Village office cleaning - contract terms and various other related matters
- Met with Manager of Public Works and Corporate Officer regarding various outstanding matters related to sewer works associated with Chase Dev Co.'s developments along Aylmer Road
- Handled several matters of correspondence
- Working with the Manager of Public Works regarding outstanding invoice from CPRail for rail crossings at Aylmer and Pine Street
- Reviewed new tender details for Sewer Treatment Plant Upgrade project
- Review Collective Agreement for various matters pertaining to staffing

First Nations Relationships

- Provided information in relation to potential funding opportunity that would help enhance relationships with local First Nations communities and the Village of Chase
- Provided briefing note to Mayor for upcoming meeting with Neskonlith Indian Band Chief, Judy Wilson

Respectfully submitted,
Joni Heinrich, CAO



VILLAGE OF CHASE

Memorandum

Date: 6 January, 2017
To: Mayor and Council
From: Sean O'Flaherty, Corporate Officer
RE: Activities undertaken from December 10 to January 6, 2017

- Preparation of Council meeting agendas and minutes
- Prepared Council reports and correspondence on various matters
- Responding to email and telephone inquiries
- Assisting staff with legislative and bylaw interpretations, and general support
- Drafted an amendment to the *Zoning* bylaw for 315 Lakeshore Drive
- Finished consolidating the *Zoning* bylaw 683 with 7 years of amendments
- Prepared the Sunflower newsletter insert containing public service announcements and other general coming events
- Responded to several land use enquiries regarding potential zoning and subdivision opportunities
- Reviewed and authorized 1 Building Permits
- Reviewed and authorized 1 Business Licenses
- Liaised with the Building Inspector on zoning confirmation matters
- Investigated Country Christmas craft fair letter to Council
- Met with Minister of Highways and Village representatives regarding Hwy #1
- Completed License of Occupation for Village's water reservoir and access road
- Worked with other staff and strata executives to resolve Drake's Landing sanitary matter
- Coordinated maintenance and inspection of AED defibrillator units and ordered parts

Bylaw Enforcement

- Bylaw ensuring sidewalks are clean of snow and ice, and ensuring nothing parked in boulevard is affecting plow operators. Towed one vehicle for no insurance on public property. Handling one severe unsightly property. Now that a new year has arrived there will be remainder campaign for business licences. Otherwise, bylaw matters are minimal. The community is adhering to the bylaws

Dog Control

- Low volume of dog matter and dog complaints according to the Animal Control Officer
- Have worked with the Animal Control Officer on animal shelter tracking system.
- Compliance with dog related matter is high. The community is cooperating with Village bylaws

Respectfully submitted, Sean O'Flaherty



VILLAGE OF CHASE

Memorandum

Date: January 4, 2017
To: Mayor and Council
From: Public Works Manager
RE: Public Work Update

Miscellaneous:

- Winter season well underway, December 2016 brought a significant number of snowfalls. Public Works staff are following existing policies for priority plowing, sanding and cleaning-up of piled snow.
- Meetings and discussions ongoing with Lions Club to clarify servicing expectations for the proposed Splash Park.

Water Treatment:

- Corix continues to be the contracted Water Treatment Plant operator. The plant requires a Water Treatment level 3 (WT 3) certified operator and we currently only have one staff member with a WT 1 certification. Our staff member will be eligible for WT 2 training and certification once he accumulates the necessary hands on working hours. Once we have a WT 2 level certified operator we will be looking into options with Interior Health's approval to reduce or eliminate the Corix contracted service currently being provided. Our staff member is currently conducting daily/weekly/monthly checks.

Sanitary Sewer:

- As per requirements specified in Village authorization for discharge effluent permit 6293, I am currently working on compiling and providing the required reporting to Ministry of Environment to bring the Village reporting into compliance.
- Phase 2 of the Sewer Lagoon Treatment Upgrade is in the tender stages with a revised scope that should allow the project to continue with the available budgeted funding. The tender closes Thursday January 12th.

Roads:

- Working on options for safety improvements (traffic calming) on Pine Street.

Safety:

- Currently reviewing the Village's Occupational Health & Safety Program, working on necessary updates.
- Working on addressing recent orders issued by WorkSafe BC.

Respectfully submitted,

Tim Perepolkin

VILLAGE OF CHASE
Bylaw No. 829-2016

A Bylaw to Amend the Village of Chase Fees and Charges Bylaw No. 820-2016

WHEREAS the Council of the Village of Chase has adopted the Village of Chase Fees and Charges Bylaw No. 820-2016;

AND WHEREAS The Council of the Village of Chase deems it necessary to amend Bylaw No. 820-2016;

NOW THEREFORE, the Council of the Village of Chase, in open meeting assembled, enacts as follows:

1. This bylaw may be cited for all purposes as "Village of Chase Fees and Charges Amendment Bylaw No. 829-2016".
2. Section 2. Fees, is hereby amended by adding "Schedule "J" – Development Fees", and Schedule "K" – Service Connection Fees"
3. "Schedule "J" – Development Fees", and "Schedule "K" – Service Connection Fees" are attached hereto and form part of the bylaw.
4. The following schedules are hereby replaced in entirety:

Schedule "A" – Administration and Office Fees;

Schedule "B" – Utilities Billing Cycle and Penalties;

Schedule "C" – Water and Sewer Utility Service Calls;

Schedule "D" – Water Service Rates;

Schedule "E" – Sewer Service Rates;

Schedule "F" – Solid Waste Service Rates.

5. SEVERANCE

If any portion of this bylaw is declared ultra vires by a Court of competent jurisdiction or found to be illegal or unenforceable, that part or section shall be considered to be separate and severable from the bylaw to the intent that the remainder of the bylaw shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

READ A FIRST TIME THIS 13 DAY OF DECEMBER 2016.

READ A SECOND TIME THIS 13 DAY OF DECEMBER 2016.

READ A THIRD TIME THIS 13 DAY OF DECEMBER 2016.

ADOPTED THIS DAY OF 2016.

Rick Berrigan, Mayor

Sean O'Flaherty, Corporate Officer

**Schedule "J" to
Village of Chase Fees and Charges Bylaw No. 820-2016**

DEVELOPMENT FEES

1. Every application for amendment to the Official Community Plan shall be charged a fee of Eight Hundred Dollars (\$800.00).
2. Every application for a Zoning Bylaw amendment shall be charged a fee of Eight Hundred Dollars (\$800.00).
3. Every simultaneous application for an Official Community Plan Bylaw amendment and Zoning Bylaw amendment shall be charged a combined fee of Twelve Hundred Dollars (\$1200.00).
4.
 - a) Every application for a minor Development Permit less than one million (\$1,000,000) in construction costs shall be charged a fee of Five Hundred Dollars (\$500.00).
 - b) Every application for a major Development Permit more than one million (\$1,000,000) in construction costs shall be charged a fee of Twelve Hundred Dollars (\$1200.00) per one million (\$1,000,000) in construction cost to a maximum of Forty Eight Hundred Dollars (\$4800.00).
5. Every application for a Development Variance Permit shall be charged a fee of Five Hundred Dollars (\$500.00).
6. Every application for a Temporary Use Permit shall be charged a fee of Four Hundred Dollars (\$400.00).

There shall be no refunds except when any of the following is refused or withdrawn prior to advertising the required notice in a newspaper:

- a) an application for amendment to the Zoning Bylaw; or
- b) an application for amendment to the Official Community Plan; or
- c) an application for a Temporary Use Permit.

The amount of refund in the above situations shall be Two Hundred Dollars (\$200.00).

7. Every application for a subdivision application shall be charged a fee of Five Hundred Dollars (\$500.00), plus One Hundred Dollars (\$100.00) per lot created, plus a 2% administration fee. *Note: the administration fee will be based on a certified estimate of construction value for off-site and on-site municipal services, payable at Final Approval.*

**Schedule "K" to
Village of Chase Fees and Charges Bylaw No. 820-2016**

SERVICE CONNECTION FEES

WATER CONNECTION CHARGES

EACH OCCURRENCE

Connection charge includes water-on	\$275.00
Service Connection Installation – 19mm	\$1,500.00
Service Connection Installation – over 19mm	Actual Cost
Additional charge for cut and replace asphalt	\$700.00
Additional charge for sidewalk/curb replacement	\$700.00
Water Meter and pit - 19mm	\$1700
Water Meter - over 19mm	Actual Cost

SANITARY CONNECTION CHARGES

EACH OCCURRENCE

Connection charge	\$325.00
Service Connection Installation – 100mm	\$1,200.00
Service Connection Installation – 150mm	\$1,300.00
Additional charge for cut and replace asphalt	\$700.00
Additional charge for sidewalk/curb replacement	\$700.00

STORM DRAINAGE CONNECTION CHARGES

EACH OCCURRENCE

Connection charge	\$325.00
Service Connection Installation– 150mm	\$1,300.00
Service Connection Installation – over 150 mm	Actual Cost
Additional charge for cut and replace asphalt	\$700.00
Additional charge for sidewalk/curb replacement	\$700.00

**Schedule "A" to
Village of Chase Fees and Charges Bylaw No. 820 - 2016**

**ADMINISTRATION AND OFFICE FEES
Effective 1st January 2017**

The following fees are hereby fixed: (GST and HST to be charged in addition to fees in accordance with Federal and Provincial regulations)

- | | | |
|----|---|--|
| a. | <u>Photocopies</u> (colour copies are double the price, high visibility paper- add 10¢) | |
| | i. 8½ x 11 | \$0.50 per page |
| | ii. 8½ x 14 | \$0.50 per page |
| | iii. 11 x 17 | \$1.00 per page |
| | iv. Photocopy of Legal Plan | \$5.00 (plus copy charge) |
| | v. Land Titles Document Retrieval | Actual Cost Plus 15% |
| b. | <u>Facsimile</u> | |
| | i. First 5 Pages | \$5.00 (flat fee) |
| | ii. More than 5 Pages | \$10.00 (flat fee) |
| c. | <u>Computer Documents</u> (per Document) | |
| | i. Tax Certificate (per parcel) | \$35.00 (includes fax fee) |
| | ii. Utility Invoice (per parcel) | \$5.00 |
| | iii. Accounts Receivable Invoice | \$5.00 |
| | iv. List of Business Licenses | \$35.00 |
| d. | <u>Other Fees</u> | |
| | i. Returned cheques | \$25.00 |
| | ii. Commissioner for Taking Affidavits service | \$15.00/signature |
| | iii. Letter regarding status of property (i.e. compliance with Village Bylaws) | \$75.00 |
| | iv. Provision of Current Gross Tax amount for other than the property owner | \$10.00 |
| | v. Custom Research/Specific Request - | \$50.00/hour calculated in 15 minute intervals |
| | vi. Maps - | \$50/hour plus copy charges, calculated in 15 minute intervals |
| | vii. Bound reports, studies and plans- | \$50.00/hour plus copy charges, calculated in 15 minute intervals |

**Schedule "B" to
Village of Chase Fees and Charges Bylaw No. 820 - 2016**

UTILITIES BILLING CYCLE AND PENALTIES

- (a) The utility billing will be accomplished in 4 billing periods identified as follows:
1 February to 30 April
1 May to 31 July
1 August to 31 October
1 November to 31 January
- (b) Payments are applied to the oldest balance first, then to current charges.
- (c) All water, sewer and garbage charges left unpaid on the second business day after January 1 in each year shall be transferred to property taxes and shall bear interest (at the rate established by the Provincial Government for arrears and delinquent taxes) beginning the second business day after January 1 until paid in full.

**Schedule "C" to
Village of Chase Fees and Charges Bylaw No. 820 - 2016**

**WATER AND SEWER UTILITY SERVICE CALLS
Effective 1st February 2017**

For the purpose of this section of the Rate Schedule, normal business hours shall be those hours established by resolution of council from time to time Monday through Friday except statutory holidays.

- | | | |
|-----|---|------------------------|
| (a) | Requested Service Call during normal business hours | \$42.00/hr |
| (b) | Requested Service Call other than normal business hours | \$130.00/hr |
| (c) | Meter test | \$150.00 |
| (d) | Water service turn-on or turn-off | \$50.00 per occurrence |

**Schedule "D" to
Village of Chase Fees and Charges Bylaw No. 820 - 2016**

**WATER SERVICE RATES
Effective 1st February 2017**

Residential Charges

Annual water rates are based upon the single family residential unit for fixed rate charges. Residential Properties with multiple residential units such as apartments, strata, mobile home parks, etc. are based upon a reduced fixed rate charged for each residential unit upon the property. Fixed rate charges are applied for each unit whether occupied or not occupied.

Fixed Rate charge per single family residential unit	\$131.00
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Fixed Rate Charge per Multiple single family residential unit	\$ 98.00
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Non Residential Charges

Annual water rates are based upon the size of the meter to service the establishment. The 5/8 inch water line is equivalent to the single family fixed rate with other meter sizes determined by the relative capacity to supply water. Multiple occupancy properties will be charged the single family multiple unit rate for each additional business or occupancy upon the premises.

<u>Meter Size</u>	
5/8 (0.625) inch	\$131.00
3/4 (0.750) inch	\$188.60
1.00 inch	\$335.40
1.50 inch	\$754.60
2.00 inch	\$1,341.40

Water Consumption Rate

Water Consumption per cubic meter	\$0.500
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**Schedule "E" to
Village of Chase Fees and Charges Bylaw No. 820 - 2016**

**SEWER SERVICE RATES
Effective 1st February 2017**

Residential Charges

Annual sewer rates are based upon the single family residential unit for fixed rate charges. Residential Properties with multiple residential units such as apartments, strata, mobile home parks, etc. are based upon a reduced fixed rate charged for each residential unit upon the property. Fixed rate charges are applied for each unit whether occupied or not occupied.

Fixed Rate charge per single family residential unit	\$155.40
Fixed Rate Charge per Multiple single family residential unit	\$116.60

Non Residential Charges

Annual sewer rates are based upon the size of the meter to service the establishment. The 5/8 inch water line is equivalent to the single family fixed rate with other meter sizes determined by the relative capacity to supply water. Multiple occupancy properties will be charged the single family multiple unit rate for each additional business or occupancy upon the premises.

<u>Meter Size</u>	
5/8 (0.625) inch	\$155.40
3/4 (0.750) inch	\$223.80
1.00 inch	\$397.80
1.50 inch	\$895.20
2.00 inch	\$1,591.40

Sewer Consumption Rate

All sewer consumption is based upon water consumption. For the period November to April actual water consumption will be utilized. For the period May to October the winter consumption will be applied to the summer months.

Sewer Consumption per cubic meter	\$0.875
-----------------------------------	---------

**Schedule "F" to
Village of Chase Fees and Charges Bylaw No. 820 - 2016**

**SOLID WASTE SERVICE RATES
Effective 1st February 2017**

1. Minimum annual solid waste utility charge: \$168.00
2. Annual cost for the collection and disposal of solid waste from each approved solid waste container:

	1 x / week	2 x / week
240 L	\$168.00	\$336.00
360 L	\$252.00	\$504.00
3. Annual cost to lease each solid waste container from the Village of Chase:

240 L	\$13.40
360 L	\$20.20
4. Replacement cost of Village owned solid waste or recycling container: \$79.00
5. Solid waste container exchange rate, per request: \$52.00
7. Any person may be charged retroactively for solid waste collection service.
9. Council may exempt a person from all or part of a solid waste utility charge issued hereunder if they are satisfied that:
 - a) Having considered all of the surrounding circumstances, it would be in the best interests of the Village to exempt the person; or
 - b) Having considered all of the surrounding circumstances, it would be just and fair to so exempt the person.
10. Non-receipt of a utility billing will not exempt the customer from paying for the services received.

VILLAGE OF CHASE
Proposed 2017 Council Appointment Positions

Acting Mayor

January to March:	Councillor Ali Maki
April to June:	Councillor Nancy Egely
July to September:	Councillor David Lepsoe
October to December:	Councillor Steve Scott

Liaison Appointments

Adams River Salmon Society	Councilor David Lepsoe
Chamber of Commerce	Councilor Ali Maki
Chase and District Museum and Archives Society	Councilor Nancy Egely
Chase and District Festival Society	Councilor Ali Maki
Chase Physician Recruitment Committee (if required)	Mayor Rick Berrigan
Citizens on Patrol	Councilor Steve Scott
Fire Department	Councilor Nancy Egely
First Nations:	
• Adams Lake Indian Band	Mayor Rick Berrigan and Councilor David Lepsoe
• Neskonlith Indian Band	Mayor Rick Berrigan and Councilor David Lepsoe
• Little Shuswap Lake Indian Band	Mayor Rick Berrigan and Councilor David Lepsoe
Shuswap Regional Trails Strategy	Councilor David Lepsoe
Shuswap Tourism Advisory Committee	Councilor David Lepsoe

Standing Committees

Youth Action Committee	Councilor Ali Maki and Councilor Steve Scott Citizens to be appointed – up to 7
------------------------	--

Municipal Insurance Association

Delegate:	Councilor Steve Scott
Alternate:	Councilor Nancy Egely

Recreation Board of Management

Mayor Rick Berrigan
Councilor David Lepsoe
CAO

Signing Authorities

Council Signatories:	Mayor Rick Berrigan Councillor Steve Scott
Staff Signatories:	Chief Administrative Officer, Joni Heinrich Director of Financial Services, Leif Pedersen Corporate Officer, Sean O'Flaherty

Thompson-Nicola Regional District Director and Alternate Director

Director:	Mayor Rick Berrigan
Alternate Director:	Councillor Steve Scott



VILLAGE OF CHASE

Memorandum

Date: January 10, 2017
To: Mayor and Council
From: CAO
RE: Letter from Neskonlith Indian Band – Rocky Road Trail Initiative

Attached is a letter of support from the Neskonlith Indian Band for the development of the "Rocky Road Trail" on Scatchard Mountain.

As Council is aware, this is an initiative originally proposed by Councilor Lepsoe, with support from Council. The Shuswap Trail Alliance is ready and willing to participate in the development of the trail, and has until now been waiting for support from the local three bands in the area of the trail project.

The Village received written support from Adams Lake Indian Band in 2016 (letter was presented to Council on May 10, 2016).

The attached letter from Councilor Dwayne Manual indicates support for the trail project from the Neskonlith Indian Band.

Mayor Berrigan has been in discussions with the Chief of LSLIB regarding the development of a communications protocol agreement between LSLIB and Village of Chase. While Councilor Lepsoe has informally mentioned the Trail initiative to Little Shuswap Lake Indian Band (LSLIB), it is suggested that Mayor Berrigan approach Chief Arnouse to ask for written support regarding the Trail initiative.

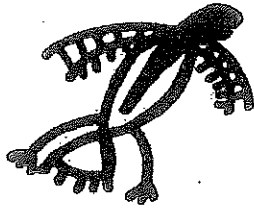
Once support is received from Little Shuswap Lake Indian Band, Village staff will liaise with the Shuswap Trail Alliance to move the creation of the Rocky Road trail project forward.

RECOMMENDATION

That Mayor Berrigan approach Chief Oliver Arnouse of the Little Shuswap Lake Indian Band to request written support for the Rocky Road Trail initiative.

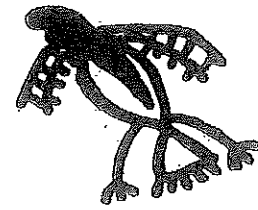
Respectfully submitted,


John Heinrich, CAO



Neskonlith Indian Band

Box 318, Chase, BC V0E 1M0
Phone (250) 679-3295 Fax (250) 679-5306
www.neskonlith.org



November 17, 2016

Village of Chase

P.O. Box 440

Chase B.C. V0E 1M0

Village of Chase Mayor & Councillors,

Re: Rocky Road Trail, Letter of Support.

The Neskonlith Band supports The Village of Chase in the initiative to build the Rocky Road Trail on Scatchard Mountain.

In our discussions with the Village we expressed our interest in building our relationship with the Village of Chase, this initiative will help to build upon the discussions we had with the Village and we totally support you in your planning for this Trail Development.

The Neskonlith Band is wholly involved in the Shuswap Trails Alliance, this project fits into the Vision that the Alliance developed.

In that regard we fully support you and wish all the success in your initiative.

Kukstsemc

Duane Manuel
NIB Councillor



VILLAGE OF CHASE

Memorandum

Date: January 10, 2017
To: Mayor and Council
From: CAO
RE: Proposed Splash Park Initiative

Council recently passed a resolution at a Council meeting to set aside a portion of land at Memorial Park for the construction of a Splash Park. The Chase Lions Club has committed to paying for the design, construction and installation of the proposed infrastructure.

Mayor Berrigan and Administration (CAO and Manager of Public Works) met with Lions representatives and the engineer working with the Lions on December 29, 2016 to discuss various details related to the park that would affect the Village's infrastructure. During discussions it was agreed that the Village would provide available sewer capacity information to the Lions engineer so that a splash park design could incorporate the maximum amount of water the Village's sewer system can handle during operation of a splash park.

Other matters were discussed including:

- A holding tank to utilize waste water for irrigation in the park
- Rock pits to receive waste water
- Costs associated with these alternatives
- Permeability/drainage of the ground in Memorial Park
- Costs to operate the park after it is constructed
- An agreement between the Lions and the Village to ensure both parties are aware of their responsibilities
- Lions may be asked to make an annual contribution to the Village to cover some of the operating costs for the Splash Park

More information needs to be gathered and further discussions will take place between the Lions and the Village to ensure all aspects of the proposed project are considered. Council will be involved in various aspects of the planning well in advance of any construction.



Village Of Chase

Administrative Report

TO: Mayor and Council

FROM: Corporate Officer

DATE: 6 January 2017

RE: Zoning Amendment Bylaw 831-2017 – 315 Lakeshore Drive

ISSUE/PURPOSE

To amend Zoning Bylaw 683-2006 by changing the zoning designation at 315 Lakeshore Drive from R-1, Low Density Residential to R1SS, Low Density Residential Secondary Suite.

OPTIONS

1. Accept the application and process the application as recommended
2. Do not accept the application

Council has the option to not accept the application. If Council chooses to not accept the application the applicant will be informed that the application was refused. Alternatively, Council can accept the application, proceed with consideration of an amendment to the bylaw, and hold a Public Hearing on the matter. This is the recommended option.

HISTORY/BACKGROUND

There is an active Building Permit at 315 Lakeshore Drive for a two-car garage with a bonus room on the second floor. The Applicant now intends to plumb and finish the bonus room to create a secondary suite. The subject property is located in R-1, Low Density Residential which does not allow secondary suites. A secondary suite can only be permitted through a zoning amendment.

DISCUSSION

Included in this Report to Council is:

- Zoning Amendment Bylaw 831-2017
- Application for a land use amendment
- Property Information Report
- Public notification map indicating adjacent properties within 30m.
- Site Plan

FINANCIAL IMPLICATIONS

None

POLICY IMPLICATIONS

Section 460 of the *Local Government Act* regulates amendments to land use bylaws. Section 464 of the *Local Government Act* states that a Public Hearing is necessary on all land use amendments. Furthermore, all property owners within 30m of the subject property will be notified of the pending application in advance of any Public Hearing. There is also a requirement to advertise in local newspapers.

The use of land is regulated by the Local Government, specifically the Zoning bylaw and the Official Community Plan (OCP). The proposed residential use of the land is consistent with Chase's OCP particularly Section 2.3.2 where "*It is an objective of Council to promote the provision of more rental housing. Secondary suites will be encouraged*", and Section 2.3.4 where "*It is an objective of Council to consider secondary suites in areas designated General Residential on Schedule B – Land Use Map.*"

RECOMMENDATION

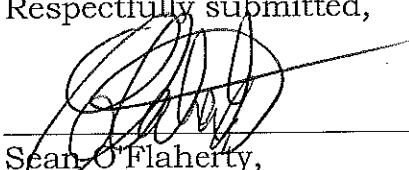
THAT the zoning amendment application for 315 Lakeshore Drive be accepted, and staff be directed to process the application; and,

THAT the Village of Chase Zoning Amendment Bylaw 831-2017 be read a first time;

THAT the Village of Chase Zoning Amendment Bylaw 831-2017 be read a second time;

THAT the Village of Chase Zoning Amendment Bylaw 831-2017 be submitted to Public Hearing.

Respectfully submitted,



Sean O'Flaherty,
Corporate Officer

**VILLAGE OF CHASE
BYLAW NO. 831 - 2017**

A BYLAW TO AMEND THE VILLAGE OF CHASE ZONING BYLAW NO. 683 - 2006

WHEREAS the Council of the Village of Chase has adopted the Village of Chase Zoning Bylaw No. 683 – 2006;

AND WHEREAS the Council of the Village of Chase deems it necessary to amend Bylaw No. 683;

AND WHEREAS the zoning amendment conforms to the Village of Chase Official Community Plan Bylaw No. 635, 2002 as amended from time to time;

AND WHEREAS the Council of the Village of Chase has held a Public Hearing pursuant to the *Local Government Act*;

NOW THEREFORE, the Council of the Village of Chase in open meeting assembled enacts as follows:

1. This Bylaw shall be cited for all purposes as "Village of Chase Zoning Amendment Bylaw No. 831- 2017".
2. The Village of Chase Zoning Bylaw No. 683-2006, is hereby amended by changing the zoning for the permitted land use on Lot A, District Lot 517, Plan KAP 70874 Kamloops Division Yale District PID 003-124-215 (315 Lakeshore Drive) from "R-1 Low Density Residential" to "R-1SS Low Density Residential Secondary Suite."

READ A FIRST TIME THIS _ DAY OF _

READ A SECOND TIME THIS _ DAY OF _

PUBLIC HEARING HELD THIS _ DAY OF _

READ A THIRD TIME THIS _ DAY OF _

ADOPTED THIS _ DAY OF _

Mayor

Corporate Officer

VILLAGE OF CHASE

Application for Zoning Bylaw and/or Official Community Plan Amendment

1. Registered property owner's name, address and telephone number
BROOKE KYNOCH BRAOKE
250-319-6280
2. Authorized agent's name, address and telephone number (If agent is handling application, please supply written authorization from owner)
SM FOODS@CABLELAN.NET
3. Legal description and Property Identification Number of subject property
315 Lakeshore
4. Approximate area of subject property
1017 m²
5. Existing use of subject property
RES
6. Existing use of adjacent property
RES
7. Detailed description including drawings, of the project or situation necessitating your application. Please provide additional pages as necessary.
SECONDARY SUITE IN DETACHED BUILDING
8. Zoning Designation
• Existing RI
• Proposed RI WITH SITE SPECIFIC SECONDARY SUITE
9. Official Community Plan Designation
• Existing RES OR RI SS
• Proposed RES
10. Is the subject property within the floodplain of the Little Shuswap Lake, South Thompson River or Chase Creek?
Yes No

I hereby declare that the information contained herein is, to the best of my knowledge, factual and correct.

[Signature]
Signature of Owner or Agent

July 22/2016
Date

Note: Please see attached sheet for additional information to be included with application



Property Information Report

Report Generated On: December 22, 2016 08:52:23 AM

Thompson-Nicola Regional District
300 - 465 Victoria St
Kamloops, BC V2C 2A9
T (250) 377-8673
F (250) 372-5048
E gisinfo@tnrd.ca

315 Lakeshore Dr

Parcel Description & Location

[More Details](#)

Legal Description:

L A PL 33588 DL 517 EXC PL KAP70874

District Lot:

517

Land District:

KDYD

Lot Size(Calculated)(+/-5%):

Square Meter:

1017.44

Acre:

0.251

Hectare:

0.102

Community:

Local Authority: Village of Chase

School District: Kamloops/Thompson

TNRD Services

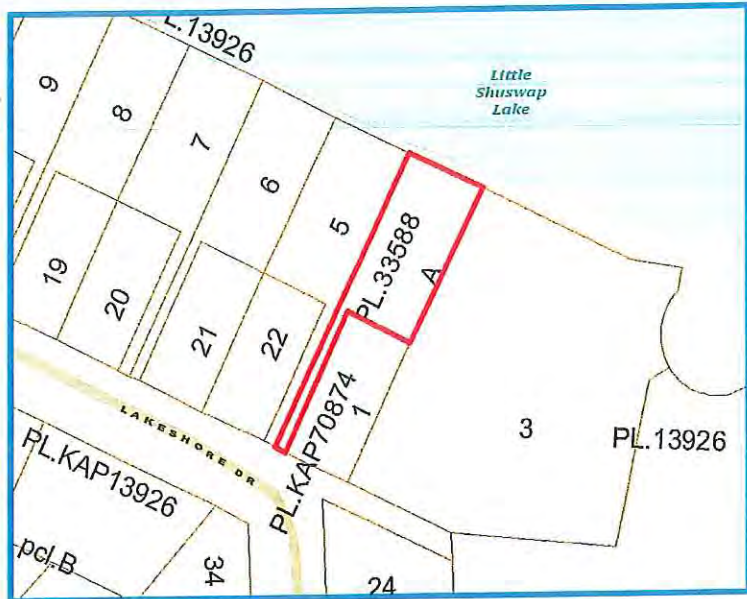
(Contact the Local Authority for services provided by other jurisdictions)

[More Details](#)

Water Service: N/A

Sewer Service: N/A

Fire Protection: N/A



Future Debt (Loan Authorization) (For enquiries, contact the Local Authority)

[More Details](#)

Future Debt: A

Planning & Zoning (For enquiries, contact the Local Authority)

[More Details](#)

Zoning Bylaw: 683

Zoning: R-1

Lakeshore Development Guidelines (Intersect): Yes

Lake Name: Little Shuswap Lake

Lake Classification: Development Lake, Special Case Lake

Fringe Area: N/A

Floodplain Information: Village of Chase designated floodplain (Zoning Bylaw 683).

Site Specific Zoning: Not Applicable

Development Permit Area: N/A

Official Community Plan Name: N/A

OCP Designation: N/A

Agriculture Land Reserve (Intersect): No

Riparian Area (Source: TRIM)(Intersect): Yes

Development Applications & Permits - from July 2009 to Present (For enquiries, contact the Local Authority)

[More Details](#)

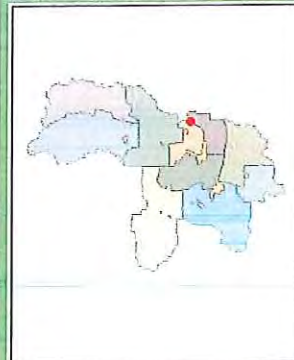
Folio:	Development Application Number:	Development Application Type:	Status:
Folio:	File Number:	Application Date:	Issued Date:
512.00612.005	BP013306	Sep 13, 2013	Oct 11, 2013
	Completion Date:	Status:	
	Aug 19, 2014	COMPLETED	
	Type of Construction:		
	Replace deck		
Folio:	File Number:	Application Date:	Issued Date:
512.00612.005	PP001015	Oct 26, 2016	Nov 09, 2016
	Completion Date:	Status:	
	ACTIVE		
	Type of Construction:		
	Installation of plumbing for BP14180		
Folio:	File Number:	Application Date:	Issued Date:
512.00612.005	BP014180	Dec 09, 2015	Feb 24, 2016
	Completion Date:	Status:	
	ACTIVE		
	Type of Construction:		
	Construct a two-storey accessory building with garage below and office/amenity space on upper floor		

BC Assessment (For enquiries, contact BC Assessment Authority)

[More Details](#)

Folio:	Land Title PID:	Assess Year:	Land:	Improvement:	Property Class:
512.00612.005	003-124-215	2016	\$422,000.00	\$153,000.00	1-Res
512.00612.005	003-124-215	2015	\$392,000.00	\$136,000.00	1-Res

Disclaimer: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and the Thompson-Nicola Regional District (TNRD) is not responsible for its accuracy, completeness or how current it may be. View full [Disclaimer and Terms of Use](#).

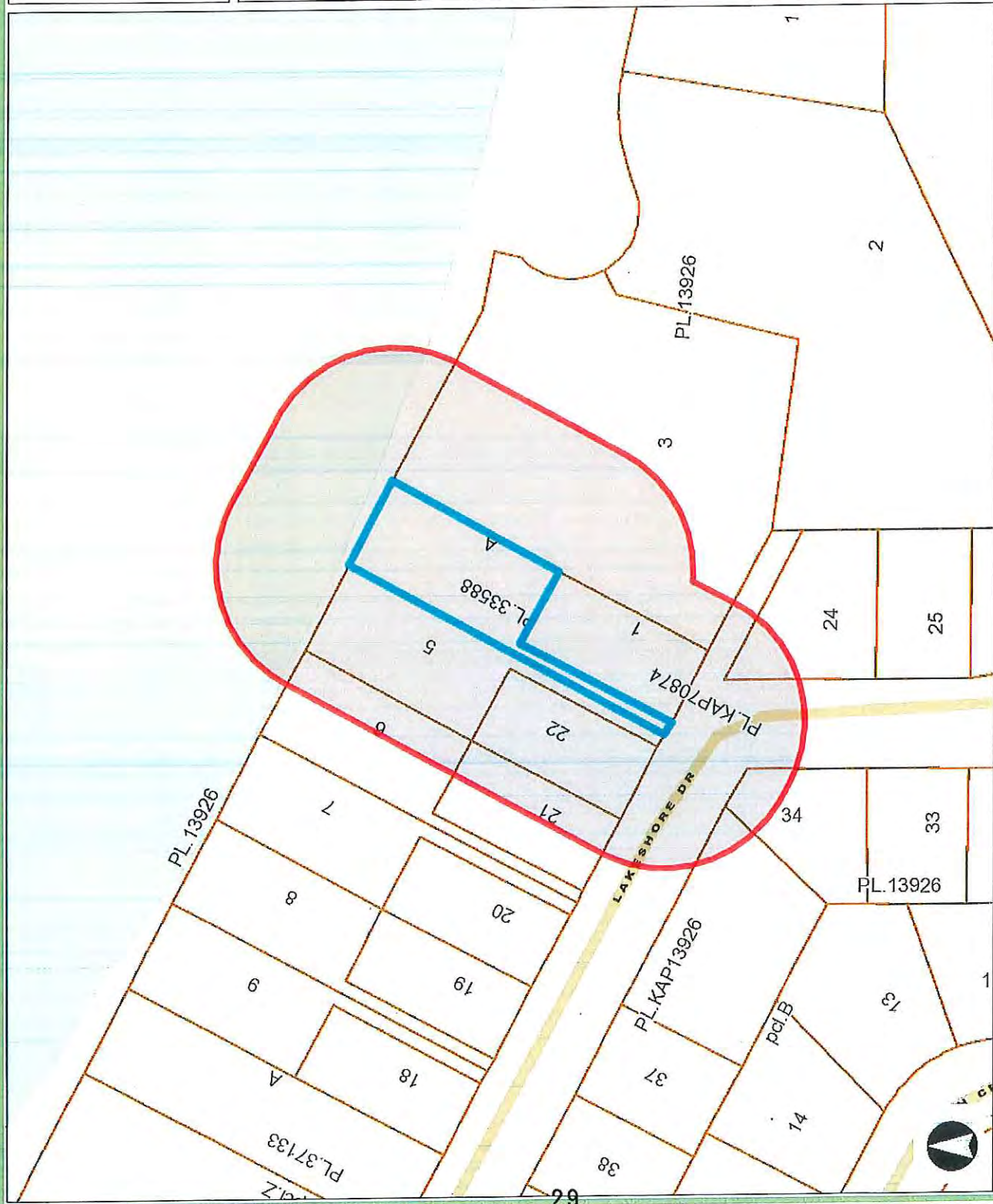


- Legend**
- Emergency Services
 - Police Station
 - Ambulance Station
 - Fire Station
 - Hospital
 - Local Authority Office
 - Facility
 - Other
 - Cemetery
 - Community Hall
 - Education
 - Emergency Response
 - Government Building
 - Health
 - Landmark
 - Recreation
 - Transportation
 - Utility
 - Parcel
 - TNRD Boundary (Outline)
 - Administrative Boundary (Outline)
 - First Nations Reserve (Outline)
 - Provincial Parks & Protected Areas



315 Lakeshore Drive - 30m radius

Author:



THIS IS NOT A LEGAL SURVEY PLAN. This map is a user generated static output from the Thompson-Nicola Regional District Internet Mapping site and is provided on an "as is" and "as available" basis, without warranties of any kind, either expressed or implied. The information was generated from Geographic Information System (GIS) data maintained by different source agencies. Information contained in the map may be approximate, and is not necessarily complete, accurate or current. While all reasonable efforts have been made to ensure the accuracy of the data, reliance on this information without verification from original records is done at the user's own risk.

Projection: WGS_1984_Web_Mercator_Auxiliary_Sphere

1: 1,985'

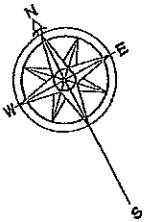
0 0.05 0.1 Kilometers

January 2, 2017

LITTLE SHUSWA[®] LAKE

70'

LOT A
PLAN 33588



25.

EXISTING RESIDENCE

140

2.03
6.73'

PROPOSED
GARAGE
26' X 28'

728 64.FT.

1.50
4.92

1.50	4.92
------	------

603

125.

SITE PLAN



Village Of Chase

Administrative Report

TO: Mayor and Council

FROM: Corporate Officer

DATE: 6 January 2017

RE: CP Rail Crossing Agreement for Installation of Municipal Infrastructure on Aylmer Road

ISSUE/PURPOSE

Canadian Pacific Railways requires an agreement with the Village of Chase to install utility works over, on, through, or under their railway lands.

OPTIONS

1. Authorize the Mayor and Corporate Officer to execute the agreement with CP Rail as recommended.
2. Do not enter into an agreement with CP Rail.

HISTORY/BACKGROUND

Chase DevCo is a development company with active subdivision and development application along Aylmer Road on lands generally known as Whitfield Landing. The development properties require offsite utility installations, namely water and sewer mains along Aylmer Road. Some of these utility installations cross under lands owned by CP Rail. In order to receive permission from CP Rail to install those utilities, CP Rail requires an agreement. CP Rail charges fees for entering into these agreements consisting of a one-time 'rent' plus an administration fee. The total cost to enter into these two agreements is \$2500.00 all of which will be forwarded on to Chase DevCo as these are costs associated with offsite works that they are responsible for.

DISCUSSION

None

FINANCIAL IMPLICATIONS

No financial implications are expected. Costs associated with entering into these two agreements with CP Rail will be invoiced to the developer responsible for installing the works along Aylmer Road.

POLICY IMPLICATIONS

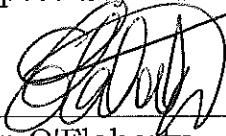
None

RECOMMENDATION

THAT Council enter into agreement X-SHUS-093-36-PA with CP Rail for the purpose of installing municipal infrastructure under CP Railway lands on Aylmer Road, and authorize the Mayor and Corporate Officer to execute said agreement; and,

THAT Council enter into agreement X-SHUS-093-45-PA with CP Rail for the purpose of installing municipal infrastructure under CP Railway lands on Aylmer Road, and authorize the Mayor and Corporate Officer to execute said agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Sean O'Flaherty', is written over a horizontal line.

Sean O'Flaherty,
Corporate Officer



www.cpr.ca

Jason Morgan
7550 Ogden Dale Road SE
Calgary, AB, T2C 4X9

Office: 403-319-7982

October 28, 2016

CPR File NO.: X-SHUS-093-36-PA

Village of Chase
826 Okanagan Avenue
Chase, BC V0E 1M0

Attention: Joni Heinrich

Dear Joni,

Re: VILLAGE OF CHASE
Agreement for the Laying of Pipelines
On Railway Lands Crossing the Railway Company
Right of way at Mile 93.36 Shuswap Subdivision

As per my pervious letter dated, July 14th, 2016:

Enclosed in triplicate is the agreement covering the above noted installation. Please have this agreement completed as followed:

1. **A signing office's initials on the plan in the stamped box which reads "This is the Plan Referred....." is provided for this purpose.**
2. **The corporate seal and authorized signatures on the last page, or a witnessed signature.**

Upon completion, please return all copies to this office for execution by Canadian Pacific Railway.

When returning the executed agreements, kindly include a cheque for a one-time fee of \$1700.00 plus GST in lieu of annual rental, a documentation fee of \$400.00 plus GST for a total of \$2100.00 + GST.

Regards,



Jason Morgan
Supervisor Utilities & Flagging West

Encs.

File No. X-SHUS-093-36-PA
Agreement No. XSHUS09336PA

CANADIAN PACIFIC RAILWAY COMPANY

Agreement for the Laying of Cables, Wires, Conduits, etc.
on Railway Lands Crossing the Railway



THIS AGREEMENT made in triplicate this _____ day of _____, 2016 to be effective the 1st day of July, 2016,

BETWEEN

CANADIAN PACIFIC RAILWAY COMPANY
hereinafter called the "Railway Company",

of the First Part;

and

VILLAGE OF CHASE
826 Okanagan Avenue
Chase, BC V0E 1M0
hereinafter called the "Applicant",

Of the Second Part;

Location WHEREAS the Applicant has applied to the Railway Company for permission to install and maintain one (1) 282mm OD, within a 500 mm OD x12.7mm WT steel case conveying water ("said pipeline") crossing the Railway Company right-of-way at mileage 93.36 Shuswap Subdivision, as shown on drawing No. 15KM0006-311-1900-101, revision 3, hereto attached, dated April 26, 2016, which plan, prepared by Allnorth, is hereby declared to be part of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

Designation	1. That for the purpose of this Agreement the Said Pipeline shall be known and designated as the "Said Works".
Construction, maintenance and repair	2. That the Railway Company hereby permits the Applicant to construct, maintain and repair the Said Works under the Railway Company's lands and railway as aforesaid subject to and in accordance with the rules and regulations of the Canadian Transportation Agency now made or which may hereafter be made in reference thereto, and to the terms and conditions of this Agreement.
Work of supporting tracks	3. That any work of supporting the Railway Company's tracks or structures or of protecting train movements made necessary by the construction, maintenance or repair of the Said Works shall be performed by the Railway Company and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company.
Placement of signs	4. As directed by the Railway Company or required by the applicable Canadian Transportation Agency Order, that the Applicant at its own expense shall install and maintain, at locations satisfactory to the Railway Company, signs prominently marking the Said Works.
Supervision	5. That the work of construction, renewal and repair of the Said Works shall be subject to the supervision of a representative of the Railway Company whose instructions shall be strictly followed and whose wages and expenses shall be paid by the Applicant, but the Applicant shall not thereby be relieved from any of its obligations under this Agreement. The Applicant shall give to the local Roadmaster of the Railway Company at least Sixty (60) days' notice by phone of intention to do such work, which notice period shall not be deemed to include Saturdays, Sundays, and statutory holidays. When construction, renewal or repairs have been completed, the property of the Railway Company shall be restored by the Applicant to its former condition, and the Applicant shall at all times maintain the Said Works in good order and condition and to the entire satisfaction of the Railway Company.
Indemnity	6. That the Applicant shall at all times wholly indemnify the Railway Company from and against all loss, costs, damage, injury and expense to which the Railway Company may be put by reason of any injury or damage to persons or property caused by the Said Works or by any substance being carried in the Said Works or by any works herein provided for, or by the imprudence, neglect or want of skill of the employees or agents of the Applicant in connection with the laying, maintenance, renewal, repair, moving, altering or removal of the Said Works, or the use thereof, unless the cause of such loss, cost,

damage, injury or expense can be traced elsewhere, the burden of proof whereof shall be upon the Applicant.

Applicant's employees on Railway Company's premises	7. That subject to and in conformity with any rules or regulations now or hereafter in force governing railway employees, or the operation of railways, the Applicant and the agents and employees of the Applicant shall have the right to enter upon the lands of the Railway Company at such times as may be necessary for the purpose of the construction, maintenance, inspection, removal and repair of the Said Works herein contemplated; and that all persons so entering upon the lands of the Railway Company shall assume all risks of and the Railway Company shall not be liable for any injury (including injury resulting in death) loss, damage or expense to such person or his property while on the lands of the Railway Company, and the Applicant shall indemnify and save harmless the Railway Company against all claims and demands arising or resulting from any injury (including injury resulting in death) loss, damage or expense in connection therewith.
Default	8. That if at any time during the continuance of this Agreement the Applicant shall neglect to do such work of repair or maintenance as in the opinion of the Railway Company is necessary, the Railway Company may carry out such work of repair or maintenance itself as agent of the Applicant, and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company.
Taxes	9. That the Applicant shall indemnify the Railway Company from and against all taxes or assessments of any description whatsoever levied by any authority in respect of the Said Works herein contemplated.
Fees	10. That the Applicant shall pay to the Railway Company, for the permission granted, a one-time fee in the amount of One Thousand Seven Hundred Dollars (\$1,700.00) plus GST , payable prior to the effective date hereof. During the initial five- (5) year period following the effective date, should this Agreement be terminated by the Railway Company for any reason, other than for default, failure or neglect on the part of the Applicant, then the Railway Company shall reimburse to the Applicant, one-half (1/2) of the prepaid fee, without interest. A one-time documentation fee in the amount of Four Hundred Dollars (\$400.00) plus GST is payable by the Applicant upon receipt of a fully executed copy of this Agreement.
Moving or alteration	11. That should the Railway Company at any time desire, or be ordered by the Canadian Transportation Agency or other authority having jurisdiction, to make such changes in the Railway Company's tracks, structures or facilities as would in the opinion of the Railway Company necessitate the moving or alteration of the Said Works herein contemplated, or should the Railway Company desire to build on the property crossed by the Said Works, or use it for any other purpose, or deem it necessary in order to protect its tracks, structures or property to make any change in the location or construction of Said Works, the Applicant shall at its own expense and to the entire satisfaction of the Railway Company perform all such work of moving or altering or carrying out protective measures to safeguard the Said Works as may be necessary within one month after receipt of notice to do so, and should the Applicant fail to perform such work of moving or altering within the time specified the Railway Company shall have the right to do such work as agent of the Applicant and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company, and all the provisions of this Agreement shall apply to the Said Works while being moved or altered and in their changed condition or location and to the parties hereto in respect thereof.
Assignment	12. That the Applicant shall not assign, transfer or dispose of this Agreement or of the rights and privileges conferred thereby, without the consent in writing, first obtained, of the Railway Company.
Termination	13. That this Agreement shall continue and be in force for a period of one (1) year from the date hereof, and from year to year thereafter, subject, however, to termination at any time by either party giving to the other party a written notice naming therein a date at least ninety (90) days from the giving of such notice upon which this Agreement shall terminate and on the day so named in such notice this Agreement and all rights and privileges thereunder shall come to an end, provided that notwithstanding such termination the Applicant shall continue to be liable to the Railway Company for all payments due and obligations incurred thereunder prior to the date of such termination. The notice above mentioned may be given by mailing it postage prepaid and registered, addressed to the Supervisor Utilities & Flagging West , 7550 Ogden Dale Road S.E., Calgary, Alberta T2C 4X9, or to the Applicant at the address mentioned above.
Agreement Binding Successors and Assigns	14. That this Agreement shall, subject to paragraph 12 hereof, ensure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Railway Company, and the heirs, executors, administrators, successors and assigns of the Applicant.
Removal	15. And that upon the termination of this Agreement the Applicant shall, if requested by the Railway Company to do so, remove at the expense of the Applicant the Said Works from the lands of the Railway Company, and restore the property of the Railway Company to its original state and condition;

provided that the Railway Company may, at its option, perform such work as agent of and at the expense of the Applicant and in either case, the conditions embodied in paragraphs 6 and 7 hereof shall remain applicable and effective until such time as all work to be performed by the Applicant or by the Railway Company as agent of the Applicant as provided for in this clause shall have been carried out to the entire satisfaction of the Railway Company.

Registration

16. The Applicant shall have no right to register this Agreement or any caveat or other notification or encumbrance in respect of same against title to any property owned or occupied by the Railway Company and, if registered, shall, at its sole cost, immediately remove or discharge all such registrations.

**Electrical
Induction**

17. Without limiting any of Railway Company's rights or remedies under this Agreement or otherwise, for all Said Works containing electrical current where there may at any time be electrical interference with Railway Company equipment or operations (electromagnetic, electrostatic, ground potential rise or otherwise) from the Said Works or nearby electrical facilities, as determined by Railway Company, acting reasonably, the Applicant shall, upon request by Railway Company, forthwith and at its sole cost participate with the Railway Company in a joint electrical coordination study to implement technically viable and commercially reasonable measures to eliminate such interference, in accordance with the guidelines provided in CSA 22.3 No. 3, "Electrical Coordination" latest edition, or any standard made in replacement thereof. The Applicant shall be solely responsible for the implementation and cost of such measures.

IN WITNESS whereof the parties hereto have executed these presents.

CANADIAN PACIFIC RAILWAY COMPANY

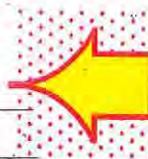
VILLAGE OF CHASE

Executed by the Applicant in the presence of:

Printed name _____
Witness _____

Signature _____

Authorized Signatory
Printed Name _____



Authorized Signatory
Printed Name _____

File No. X-SHUS-093-45-PA (0.12)
Agreement No. XSHUS09345PA

CANADIAN PACIFIC RAILWAY COMPANY

Agreement for the Laying of Cables, Wires, Conduits, etc.,
on Railway Lands Crossing the Railway

THIS AGREEMENT made in triplicate this _____ day of _____, 2017 to be effective the 1st day of July, 2016,

BETWEEN

CANADIAN PACIFIC RAILWAY COMPANY
hereinafter called the "Railway Company",

of the First Part;

and

VILLAGE OF CHASE
826 Okanagan Avenue
Chase, BC V0E 1M0
hereinafter called the "Applicant",

Of the Second Part;

Location WHEREAS the Applicant has applied to the Railway Company for permission to install and maintain one (1) 266.7mm OD, within a 500 mm OD x WT schedule 40 steel casing conveying sanitary water, and one (1) 317.5mm OD, with a 500mm OD x WT schedule 40 steel casing conveying storm water ("said pipelines") crossing the Railway Company right-of-way at mileage 93.45,0.12 Shuswap Subdivision, as shown on drawing No. 15KM0006-311-1901-102, hereto attached, P.Eng. Stamp dated June 15, 2016, which plan, prepared by Allnorth, is hereby declared to be part of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

- | | |
|---|--|
| Designation | 1. That for the purpose of this Agreement the Said Pipelines shall be known and designated as the "Said Works". |
| Construction, maintenance and repair | 2. That the Railway Company hereby permits the Applicant to construct, maintain and repair the Said Works under the Railway Company's lands and railway as aforesaid subject to and in accordance with the rules and regulations of the Canadian Transportation Agency now made or which may hereafter be made in reference thereto, and to the terms and conditions of this Agreement. |
| Work of supporting tracks | 3. That any work of supporting the Railway Company's tracks or structures or of protecting train movements made necessary by the construction, maintenance or repair of the Said Works shall be performed by the Railway Company and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company. |
| Placement of signs | 4. As directed by the Railway Company or required by the applicable Canadian Transportation Agency Order, that the Applicant at its own expense shall install and maintain, at locations satisfactory to the Railway Company, signs prominently marking the Said Works. |
| Supervision | 5. That the work of construction, renewal and repair of the Said Works shall be subject to the supervision of a representative of the Railway Company whose instructions shall be strictly followed and whose wages and expenses shall be paid by the Applicant, but the Applicant shall not thereby be relieved from any of its obligations under this Agreement. The Applicant shall give to the Local Roadmaster of the Railway Company at least Sixty (60) days' notice by phone of intention to do such work, which notice period shall not be deemed to include Saturdays, Sundays, and statutory holidays. When construction, renewal or repairs have been completed, the property of the Railway Company shall be restored by the Applicant to its former condition, and the Applicant shall at all times maintain the Said Works in good order and condition and to the entire satisfaction of the Railway Company. |
| Indemnity | 6. That the Applicant shall at all times wholly indemnify the Railway Company from and against all loss, costs, damage, injury and expense to which the Railway Company may be put by reason of any injury or damage to persons or property caused by the Said Works or by any substance being carried in the Said Works or by any works herein provided for, or by the imprudence, neglect or want of skill of the employees or agents of the Applicant in connection with the laying, maintenance, renewal, repair, |

moving, altering or removal of the Said Works, or the use thereof, unless the cause of such loss, cost, damage, injury or expense can be traced elsewhere, the burden of proof whereof shall be upon the Applicant.

**Applicant's
employees on
Railway
Company's
premises**

7. That subject to and in conformity with any rules or regulations now or hereafter in force governing railway employees, or the operation of railways, the Applicant and the agents and employees of the Applicant shall have the right to enter upon the lands of the Railway Company at such times as may be necessary for the purpose of the construction, maintenance, inspection, removal and repair of the Said Works herein contemplated; and that all persons so entering upon the lands of the Railway Company shall assume all risks of and the Railway Company shall not be liable for any injury (including injury resulting in death) loss, damage or expense to such person or his property while on the lands of the Railway Company, and the Applicant shall indemnify and save harmless the Railway Company against all claims and demands arising or resulting from any injury (including injury resulting in death) loss, damage or expense in connection therewith.

Default

8. That if at any time during the continuance of this Agreement the Applicant shall neglect to do such work of repair or maintenance as in the opinion of the Railway Company is necessary, the Railway Company may carry out such work of repair or maintenance itself as agent of the Applicant, and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company.

Taxes

9. That the Applicant shall indemnify the Railway Company from and against all taxes or assessments of any description whatsoever levied by any authority in respect of the Said Works herein contemplated.

Fees

10. That the Applicant shall pay to the Railway Company, for the permission granted, a one-time fee in the amount of **Zero Dollars (\$0.00)**. During the initial five- (5) year period following the effective date, should this Agreement be terminated by the Railway Company for any reason, other than for default, failure or neglect on the part of the Applicant, then the Railway Company shall reimburse to the Applicant, one-half (1/2) of the prepaid fee, without interest. A one-time documentation fee in the amount of **Four Hundred Dollars (\$400.00) plus GST** is payable by the Applicant upon receipt of a fully executed copy of this Agreement.

**Moving or
alteration**

11. That should the Railway Company at any time desire, or be ordered by the Canadian Transportation Agency or other authority having jurisdiction, to make such changes in the Railway Company's tracks, structures or facilities as would in the opinion of the Railway Company necessitate the moving or alteration of the Said Works herein contemplated, or should the Railway Company desire to build on the property crossed by the Said Works, or use it for any other purpose, or deem it necessary in order to protect its tracks, structures or property to make any change in the location or construction of Said Works, the Applicant shall at its own expense and to the entire satisfaction of the Railway Company perform all such work of moving or altering or carrying out protective measures to safeguard the Said Works as may be necessary within one(1) month after receipt of notice to do so, and should the Applicant fail to perform such work of moving or altering within the time specified the Railway Company shall have the right to do such work as agent of the Applicant and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company, and all the provisions of this Agreement shall apply to the Said Works while being moved or altered and in their changed condition or location and to the parties hereto in respect thereof.

Assignment

12. That the Applicant shall not assign, transfer or dispose of this Agreement or of the rights and privileges conferred thereby, without the consent in writing, first obtained, of the Railway Company.

Termination

13. That this Agreement shall continue and be in force for a period of one (1) year from the date hereof, and from year to year thereafter, subject, however, to termination at any time by either party giving to the other party a written notice naming therein a date at least ninety (90) days from the giving of such notice upon which this Agreement shall terminate and on the day so named in such notice this Agreement and all rights and privileges thereunder shall come to an end, provided that notwithstanding such termination the Applicant shall continue to be liable to the Railway Company for all payments due and obligations incurred thereunder prior to the date of such termination. The notice above mentioned may be given by mailing it postage prepaid and registered, addressed to the Supervisor Utilities & Flagging West, 7550 Ogden Dale Road S.E., Calgary, Alberta T2C 4X9, or to the Applicant at the address mentioned above.

**Agreement
Binding
Successors and
Assigns**

14. That this Agreement shall, subject to paragraph 12 hereof, ensure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Railway Company, and the heirs, executors, administrators, successors and assigns of the Applicant.

Removal

15. And that upon the termination of this Agreement the Applicant shall, if requested by the Railway Company to do so, remove at the expense of the Applicant the Said Works from the lands of the Railway Company, and restore the property of the Railway Company to its original state and condition;



provided that the Railway Company may, at its option, perform such work as agent of and at the expense of the Applicant and in either case, the conditions embodied in paragraphs 6 and 7 hereof shall remain applicable and effective until such time as all work to be performed by the Applicant or by the Railway Company as agent of the Applicant as provided for in this clause shall have been carried out to the entire satisfaction of the Railway Company.

Registration

16. The Applicant shall have no right to register this Agreement or any caveat or other notification or encumbrance in respect of same against title to any property owned or occupied by the Railway Company and, if registered, shall, at its sole cost, immediately remove or discharge all such registrations.

**Electrical
Induction**

17. Without limiting any of Railway Company's rights or remedies under this Agreement or otherwise, for all Said Works containing electrical current where there may at any time be electrical interference with Railway Company equipment or operations (electromagnetic, electrostatic, ground potential rise or otherwise) from the Said Works or nearby electrical facilities, as determined by Railway Company, acting reasonably, the Applicant shall, upon request by Railway Company, forthwith and at its sole cost participate with the Railway Company in a joint electrical coordination study to implement technically viable and commercially reasonable measures to eliminate such interference, in accordance with the guidelines provided in CSA 22.3 No. 3, "Electrical Coordination" latest edition, or any standard made in replacement thereof. The Applicant shall be solely responsible for the implementation and cost of such measures.

IN WITNESS whereof the parties hereto have executed these presents.

CANADIAN PACIFIC RAILWAY COMPANY

VILLAGE OF CHASE

Executed by the Applicant in the presence of:

Printed name _____

Witness

Signature

Authorized Signatory

Printed Name _____

Authorized Signatory

Printed Name _____



Village Of Chase

Administrative Report

TO: Mayor and Council

FROM: Director Financial Services

DATE: 10 January 2016

RE: One Time Charge impact upon Sale of Property Adjustment

ISSUE/PURPOSE

To obtain authorization from Council to cancel one time water and sewer parcel tax adjustment costs related to utility charges on properties in Chase that were sold between April 30, 2016 and November 30, 2016, as a result of the new Utility Billing system coming into place.

OPTIONS

1. Authorize Administration to cancel the one-time water and sewer parcel tax adjustment charges on properties sold between April 30 and November 30, 2016 as a result of the implementation of the new utility billing system.
2. Provide no relief to new owners.

HISTORY/BACKGROUND

Council adopted the bylaw that implemented new metered utility rates that came into effect after the first tri-annual billing period in 2016. When a property sale is pending, notaries public/lawyers handling conveyancing for property sales contact the Village office for up-to-date information regarding outstanding charges relating to the subject property. Until internal changes were made recently, the Village's Tax Certificate process did not provide information regarding the change of process from tri-annual billing to quarterly billing or the fact that there was a one-time water/sewer parcel tax adjustment applied to the first tri-annual utility bills.

Administration has since added a letter with the tax certificate information outlining the new billing process and providing information for the conveyancer to more accurately determine adjustments in relation to utility costs.

DISCUSSION

The water/sewer parcel tax adjustment charge has appeared on the accounts of several property purchasers in 2016. Administration is of the opinion that for any property sold between April 30 and November 30, 2016 where the water/sewer parcel tax adjustment was inappropriately charged to the new owners, that the new owners should be provided relief from that fee.

This is primarily an issue of fairness to the new purchasers. The Village will not make adjustments for incorrect calculations of adjustments in the future. In addition to providing more information with the tax certificates, Administration will be seeking future approval from Council to charge a \$50 'final water meter reading' fee upon request by a property conveyancer.

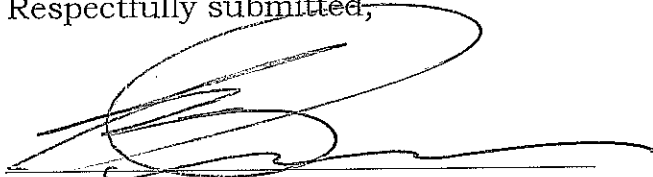
FINANCIAL IMPLICATIONS

Only property sales that occurred after April 30 2016 will be affected by this charge cancellation, and it is anticipated the cost will not be more than \$1000 in total.

RECOMMENDATION

That Administration be authorized to credit the utility account of each property sold after April 30, 2016 up to and including November 30, 2016 with the amount pertaining to the water/sewer parcel tax adjustment fee that was applied on all utility accounts with the first tri-annual utility billing period in 2016.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Leif Pedersen', written over a horizontal line.

Leif Pedersen,
Director Financial Services

Sean O'Flaherty

From: Joni Heinrich
Sent: Tuesday, December 20, 2016 1:33 PM
To: Rick Berrigan; nancy24@telus.net; Ali Maki; David Lepsoe; Steve Scott
Cc: Sean O'Flaherty
Subject: FW: Together Shuswap Feb. 15, 2017

Hello Mayor and Council,
Some of you may remember the 5th Together Shuswap Event that was held in 2014. Below is link to a website with information about that workshop.

(the events were originally called "Moving Forward Together", now called Together Shuswap. The initiative is supported in part by the Fraser Basin Council)

http://www.fraserbasin.bc.ca/Together_Shuswap.html

The organizers had intended to hold an event in 2016 however dates were not practical for participants so the 6th event is being held in February 2017.

We will add this to the January 10, 2017 Council agenda.

Thank you.

Joni Heinrich, CAO

Village of Chase
826 Okanagan Ave, PO Box 440
Chase, BC V0E 1M0
Tel. 250-679-3238 Fax. 250-679-3070
Email: cao@chasebc.ca Web: www.chasebc.ca



From: Together Shuswap Steering Committee [<mailto:dlincoln=futureshuswap.com@mail183.wdc02.mcdlv.net>] **On**
Behalf Of Together Shuswap Steering Committee
Sent: Monday, December 19, 2016 1:49 PM
To: Joni Heinrich
Subject: Together Shuswap Feb. 15, 2017

[View this email in your browser](#)

Save the Date for
The 6th Together Shuswap Event

Wednesday, February 15, 2017
at the Splatsin Community Centre in Enderby
8:30 am to 4:00 pm

Together Shuswap events have been organized by a steering committee of First Nations and non-First Nation residents of several Shuswap communities, with the support of LIRNBC, the Fraser Basin Council, the Columbia Shuswap Regional District and the Shuswap area Secwepemc bands. The purpose of a Together Shuswap event is to bring the cultures, governments, sectors and community members of the Shuswap together for a day of education, celebration, sharing, exploration, and action toward creating a better Shuswap for all of its people.

We recognize that the challenges our region faces cannot be met, nor our opportunities fully realized, by any one organization or sector alone. Effective collaboration and fostering meaningful relationships with First Nations, non-profits, government agencies, business and community members is imperative. Together we are able to act on opportunities to build healthy sustainable communities and change lives!

We are pleased to note that Chief Wayne Christian of the Splatsin Indian Band will be our keynote speaker.

Pass the word! Information for registration included in the poster below.

Royal Canadian Legion #107

Chase BC.

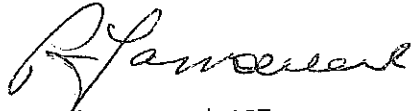
To; Mayor Rick Berrigan, *& Spouse*

On January 14th, we will be having our installation of Officers dinner at 6pm. We would be honoured if you and your spouse would be our guests. Happy hour will be from 5 to six.

If you can attend could you reply to me at 250-679-2326 by January 7th. and let me now how many will be attending.

Thank you very much,

Paul Lamoureux ,



President ,Branch 107.

RECEIVED
Village of Chase

DEC 13 2010

Original
File
Copy
Agenda

Sean O'Flaherty

From: Joni Heinrich
Sent: Tuesday, December 13, 2016 2:06 PM
To: Sean O'Flaherty
Subject: FW: Request re. 2017, and A Day For Our Common Future

'A Day For Our Common Future'

...a request of Canada's governments on the 30th Anniversary

December 9th 201

Season's Greetings,

After five years and some 15% of Canada's population supporting December 11th as a 'A Day For Our Common Future', we're inviting something a little different.

Please consider, for this very special 30th anniversary year, a New Year's resolution for sustainable development. Something local, with the global in mind.

The World Commission on Environment and Development did much to bring economic and environmental goals together. With Canada prominent in supporting such noble goals, and a need apparent following last year's Paris summit, we believe the Brundtland Commission's inspiring work is both relevant and important to present day deliberations.

We have very much appreciated the proclamations we've received from provincial and local governments over the years. And fyi, attached please find last year's media release which describes the growing support and momentum. This year though, to honour the 30th anniversary of 'Our Common Future', we're requesting consideration of a New Year's resolution that will apply these sound sentiments for growth, prosperity, and sustainability. You'll know best what opportunities there may be, and what serves your community and country.

We have of course attached a copy of a 2016 declaration, which you might wish to change according to your local priorities for sustainable development. And since we're asking, perhaps you'd also like to consider supporting our New Year's resolution ...we'd like the Government of Canada to nationally declare December 11th 2017 'A Day For Our Common Future', to let the whole world know what we stand for as we celebrate our 150th year of Confederation.

A letter from you, letting the Prime Minister know that you support December 11th 2017 being declared 'A Day For Our Common Future' would be very welcome. And it would be most interesting if you were to note what you are doing to further sustainable community development! Local efforts, with our nation's heritage in mind, might just be the economic and environmental inspiration our country's looking for - as well as being a significant contribution and legacy our children will thank us for.

And if such a commitment and letter could be sent soon, say by April 22nd, the Prime Minister and cabinet may find good reasons and fine examples to guide their Earth Day announcements for 2017. Our local initiatives, and those of thousands of towns and communities across a great country like Canada, can make a big difference in shaping our nation's future. Who knows what might be accomplished working together for the benefit of all?!

Should you agree to make such a New Year's resolution, and encourage our country to do its best for our common future, we would be very pleased to hear from you.

Thank you for your time, and all the best for 2017!

Sincerely,

*Laurie Gourlay
President, VICCS*

Press Release

FOR IMMEDIATE RELEASE

December 9, 2015

The Province of British Columbia, Towns, Cities and Regions Proclaim December 11th, 'A Day For Our Common Future' ...With Paris and Climate Change in Mind

CEDAR – "The Province of British Columbia has again proclaimed December 11th as 'A Day For Our Common Future', states the sponsor of the Proclamation, Laurie Gourlay, President of the Vancouver Island and Coast Society. "And over the past two years we've seen two dozen BC towns, cities and regional districts similarly Proclaim this anniversary of the Brundtland Commission's report to the UN."*

December 11th also happens to be the last day of the UN COP21 Conference in Paris this year. The non-profit society believes the need for action on climate change, and the public's wish to find solutions which serve the environment and the economy, have underlined sustainability options which mitigate carbon emission problems.

"Every year we see an increasing interest, and recognition of the achievements for sustainable development which the World Commission on Environment and Development first advanced with publication of the book 'Our Common Future', said Gourlay.

This is the second year a senior level of government has Proclaimed the initiative, and the non-profit society is pleased with the many additional expressions of support and encouragement from Premiers and Provincial representatives, as well as local Councils. This is the first year that VICCS has reached out across the country.

"We see local governments and communities working hard to implement the pragmatic application of sustainable development," Gourlay notes, "with senior governments integrating policies and programs."

The Proclamation notes key goals and achievements which the Brundtland report helped to identify and to champion in its efforts to find a practical and principled balance between the environment and economy.

"December 11th offers a chance to consider, and to act for, Our Common Future", said Gourlay. "How we'll work together to find the solutions will be the defining legacy of our generation."

Copies of the Proclamation, background and a sampling of signatories, can be found on the VICCS website.



- 30 -

For more information:
Laurie Gourlay, President
VICCS, (250 722-3444)

*Proclaiming 'A Day For Our Common Future', 2014 - 15

BC's Local & Senior Government Support for December 11th

Province of British Columbia

City of Duncan	District of Highlands	City of Port Moody	City of Port Alberni	City of Richmond
District of Oak Bay	Town of Ladysmith	Town of Ucluelet	City of Vancouver	District of Mission
City of Vernon	City of Powell River	Town of Sidney	Village of Anmore	City of Penticton
City of Parksville	City of Nanaimo	City of Surrey	City of Burnaby	
District of Central Saanich	City of Campbell River	City of New Westminster	City of North Vancouver	
Squamish- Lillooet Regional District				

‘A DAY FOR OUR COMMON FUTURE’

DECEMBER 11TH, 2017

PROCLAMATION



WHEREAS: *our long-term economic, social, ecological and cultural goals form the four pillars of sustainable development,*

WHEREAS: *the UN General Assembly formally adopted the tenets of sustainable development on December 11th 1987 when Norwegian Prime Minister Gro Harlem Brundtland presented the report, ‘Our Common Future’, on behalf of the World Commission on Environment and Development,*

WHEREAS: *sustainable development is defined as, "Development that meets the needs of the present without compromising the ability of future generations to meet their own needs",*

WHEREAS: *Canada played a critical role in fostering and writing Our Common Future,*

WHEREAS: *recent reports warn that adverse effects of climate change are likely to undermine sustainable, and all development efforts and goals - recommending increased support for adaptation, mitigation, inclusive green growth and climate-smart development,*

WHEREAS: *communities are most able to meet their needs by practicing sustainable development which incorporates a resilient resource base with a secure, long-term food and water supply,*

WHEREAS: *efforts to protect our lands and waters include measures for conservation, biodiversity, habitat and watershed protection that integrate renewable resource, climate-adaptive and sustainable development initiatives,*

WHEREAS: *a healthy approach to sustainable development will find ways to bring a balanced growth that meets economic, social, environmental and cultural goals for everyone's benefit,*

& WHEREAS: *residents, businesses, governments and communities have opportunity to implement recommendations that balance our society's needs, and nature's needs, while furthering global goals for sustainable development.*

NOW THEREFORE, *the Village of Chase hereby proclaims December 11th 2017, to be known as:*

“A DAY FOR OUR COMMON FUTURE”

Dated

Sean O'Flaherty

From: Richard Furness <rfurness66@gmail.com>
Sent: Sunday, December 11, 2016 11:02 PM
To: Sean O'Flaherty; Gary Fribance; Colin Palmer
Subject: Thank-you note and update on the Third Crossing highway
Attachments: RD SUPPORT MAP 2016.jpg; Open Letter to Premier Clark.pdf

Attention Mayor Berrigan and Council

The Third Crossing Society wishes to thank you for your moral support (letter, June 30) of our proposed mid-province highway linking the interior with Vancouver Island at Comox, and it seems a good time to also update you on developments since I was in your area last June.

Nothing formal has happened to move it up on the province's agenda, at least not yet, but we're working on it. You may recall that well over a year ago, Transportation Minister Todd Stone commissioned a study of "fixed links" between Highway 99 and the Sunshine Coasts. The engineering firm Binnie & Associates got the contract, and their report is due in the near future, maybe even this month.

Binnie came up with eight alternatives. We'll soon see which ones they liked. If there's only one, we know that the bridges over Howe Sound will be the province's most likely choice. We've been showing that the logic behind the bridges also applies to our third crossing: do one, and the province rids itself of the Horseshoe to Langdale run, which is a start; do them both, and the stage is set for rationalizing the whole system; over ten years, that will generate enough money to pay for both.

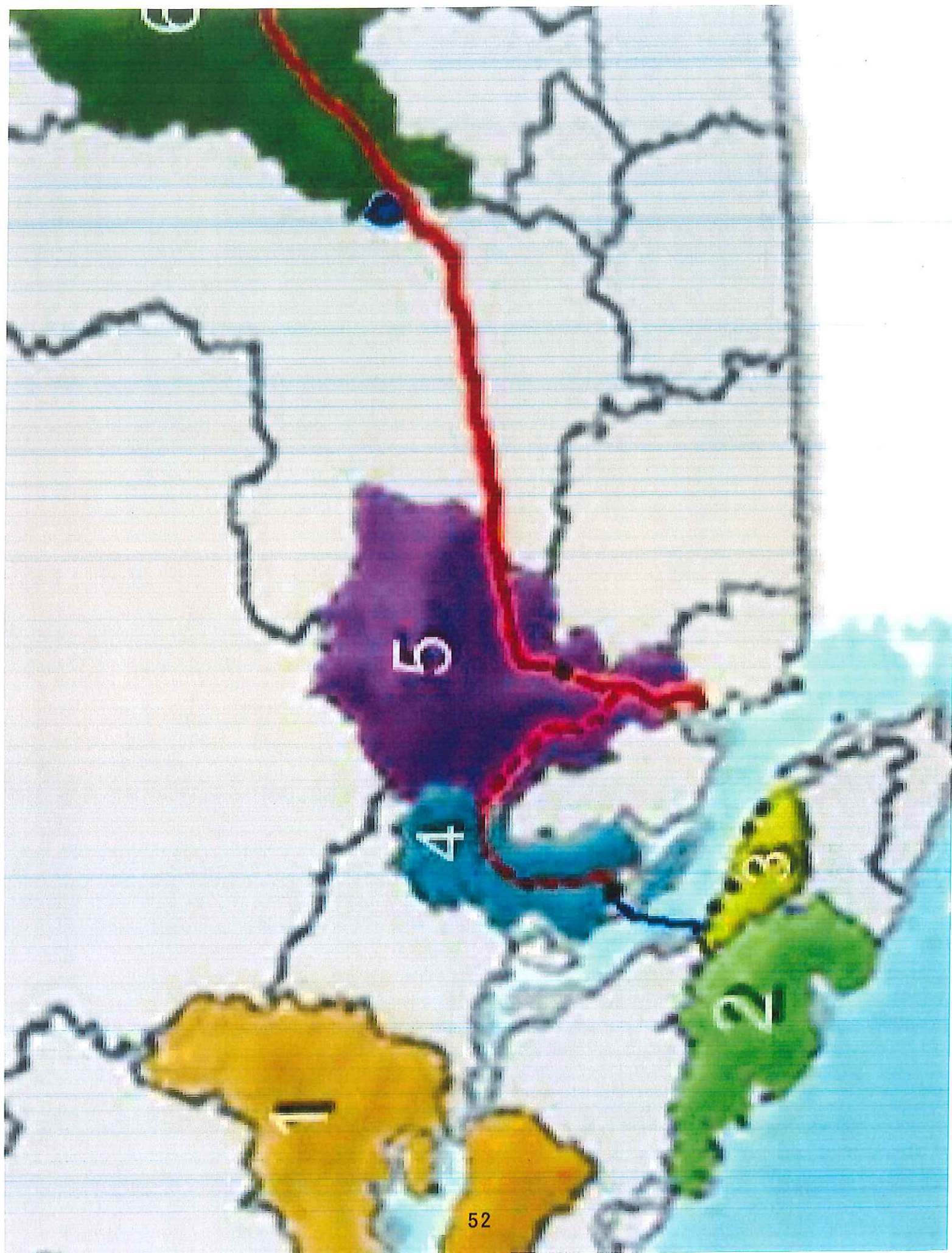
Binnie's report will be constrained by its terms of reference, so it's unlikely our third crossing will get a thumbs-up at this stage,

although we're hoping for a sentence or two suggesting that the province may want to have a closer look at its merits. We've learned that the Premier has asked Don McRae, the soon to be retiring MLA for Comox-Courtenay, to send her a list of Vancouver Island's wants and needs. We hope to be on that list, as we already have eight endorsements there.

To step up the pressure a little, we've written Premier Clark an open letter that makes the main points. Attached please find a copy of that letter, and a small map showing the extent of our support to date. Chase is the little blue dot just west of the green area, Columbia Shuswap.

Thanks again, and good luck to you in all your efforts on behalf of the Village of Chase,

Richard Furness
Secretary
Third Crossing Society
Powell River, BC



Open Letter to Premier Clark

A Coquihalla for the Coast

'Madam Premier, this can be your legacy'

It's no secret that large swaths of prime coastal real estate are now hostage to our struggling coastal ferries operation. The Third Crossing Society offers you the following three-pronged prescription for putting that land to revenue-producing use and growing our Province:

1. A highway from Sea-to-sky Country to the Upper Sunshine Coast and by ferry to Vancouver Island.
2. A bridge or bridges across Howe Sound between Highway 99 and the Lower Sunshine Coast.
3. A major overhaul of our coastal ferries to generate savings that over ten years will pay for both.

Our campaign in times past has been perceived as of local interest only. This is a narrow view unworthy of a Province like British Columbia, so we are taking the campaign provincial -- to you personally.

Below, we show that the above three undertakings will, at one swoop, bring the coastal ferries problem to heel and pave the way for the benefits that connecting highways historically bring in their wake. Together, they will:

- Reduce congestion at Horseshoe Bay by eliminating the Langdale route, and free the Queen of Surrey for extra runs in peak periods elsewhere;
- Make the Earls Cove - Saltery Bay ferry available for peak runs elsewhere, because the new Upper Coast highway will absorb most of the traffic that today must use that ferry. Together, the highway and the redeployment set the stage for a much smaller vessel on that run.
- Convert the Comox - Powell River route to one that serves a vast area instead of a very limited one (Powell River), and makes money instead of losing it.
- Consolidate all Nanaimo's ferry service in the Duke Point-Tsawassen route and thus reduce current losses on the existing runs during low season.
- Permit *deactivation* of two underutilized Queen-class vessels on the Nanaimo runs in low season, and their *reactivation* in peak season and on holiday weekends.

- Eliminate all runs now using Horseshoe Bay except Bowen Island.
- Make prime real estate now sunk under the terminals at Langdale and Departure Bay (and most of Horseshoe Bay), available for re-development and revenue-generating purposes.

As this was written, the cost of the two proposed "fixed links" was the subject of what engineers call an "Order of Magnitude" study. We expect that study will be completed this month (December). Our engineering experts are standing by to analyze and comment on what will be a large but far from realistic estimate.

The point we wish to make now -- and we expect the experts will confirm -- is that whatever the realistic estimate may be, most if not all of the costs will be offset by (a) savings at BC Ferries, (b) cost recoveries from redundant assets, and (c) road tolls and other economies.

Introducing an automated reservations system throughout the fleet will enable flex-pricing, which will pull demand from peak sailing times to less busy ones, and permit the use of smaller vessels in the long low season. Adjustments to the frequency of sailings can be made in the shoulder seasons, and allow extra vessels to be thoroughly serviced and ready for reactivation come the busy times.

Increased ferry efficiencies will provide major ferry economies, reduced subsidies, reduced pressure to raise fares and reduced service failures in peak periods.

Obstacles to travel to our coastal communities will diminish and regional economies will recover. Metro's congestion misery and infrastructure cost pressures will ease. Accessibility from most interior cities to our Pacific coast will expand without adding to Metro Vancouver's traffic jams. A new vision and expansion of our coastal presence will be a major legacy for the Province and the administration that has the courage to make it happen.

We have done substantial research to come to the above conclusions. Additional details at thirdcrossingsociety.com.

Madam Premier, the time for action has come.

Sincerely,

The Third Crossing Society

December 5, 2016

Rotary



Chase Rotary Club
P.O. BOX 73
CHASE BC VoE 1Mo

RECEIVED
Village of Chase

DEC 13 2016

Original _____
File _____
Copy _____
Agenda _____

Dec.12, 2016

The Rotary Club of Chase want to partner with the Village of Chase in a program called "Kids Don't Float".

We are willing to commit \$3000 dollars towards the construction and installation of a structure on the beach at Memorial Park. We agree the structure will be two-sided and will be able to be seen from the water and the beach.

We would also like to have a plaque indicating the Chase Rotary Club's investment to the citizen's of Chase.

Sincerely,

A handwritten signature in blue ink, appearing to read "Doug Everett".

Doug Everett

Secretary

Rotary Club of Chase



Village of Chase

PO Box 440, 826 Okanagan Ave,
Chase, British Columbia V0E 1M0
Office: 250.679-3238
Fax: 250.679-3070
www.chasebc.ca

December 23, 2016

Chase Rotary Club
PO Box 73
Chase, BC
V0E 1M0

Attention: Doug Everett, Secretary

Dear Mr. Everett:

RE: KIDS DON'T FLOAT INITIATIVE IN CHASE

Thank you for your letter dated December 12, 2016 wherein you have committed \$3000 towards the construction and installation of a signage structure at Memorial Park for the Kids Don't Float Initiative.

At its December 13, 2016 Council meeting, Council passed a resolution to dedicate a section of land between the beach and the wharf at Memorial Park to erect a Kids Don't Float kiosk, and to partner with the Rotary Club of Chase.

We are very pleased that the Rotary Club wishes to fund \$3000 towards the project. This is an important initiative as you already know, providing personal flotation devices for children who may not otherwise have access to them.

This letter will be shared with our Mayor and Council at their January 10, 2017 regular meeting.

In the meantime, our Public Works Manager Tim Perepolkin will be liaising with Royal Canadian Marine Search and Rescue (Shuswap Lifeboat Society) to coordinate the installation of the kiosk and the plaque indicating Rotary's generous contribution.

Sincerely,
VILLAGE OF CHASE


Joni Heinrich, Chief Administrative Officer

Cc: Tim Perepolkin, Public Works Manager, Village of Chase



CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: THE VILLAGE OF CHASE
PO BOX 440
CHASE, BC V0E 1M0

That policies of insurance as herein described have been issued to the Insured named below and are in force at this date

NAME OF INSURED: SHUSWAP LIFEBOAT SOCIETY
BOX 661
SICAMOUS, BC V0E 2V0

OPERATIONS TO WHICH THIS CERTIFICATE APPLIES: " KIDS DON'T FLOAT PROGRAM" KIOSK

KIND OF POLICY: MARINE GENERAL LIABILITY
INSURANCE COMPANY: TRAVELERS INSURANCE COMPANY OF CANADA
POLICY NUMBER: CPC0327895
EXPIRY DATE: APRIL 20, 2017

LIMITS OF INSURANCE:
PUBLIC LIABILITY LIMIT: \$1,000,000.00
PERSONAL & ADVERTISING LIMIT: \$1,000,000.00
PRODUCTS-COMPLETED OPERATIONS LIMIT (AGGREGATE): \$2,000,000.00
TENANT'S LEGAL LIABILITY LIMIT: \$150,000.00
MEDICAL PAYMENTS: \$5,000.00

KIND OF POLICY: EXCESS MARINE GENERAL LIABILITY
INSURANCE COMPANY: TRAVELERS INSURANCE COMPANY OF CANADA
POLICY NUMBER: CPC0327895
EXPIRY DATE: APRIL 20, 2017

LIMITS OF INSURANCE:
PUBLIC LIABILITY LIMIT: \$1,000,000.00

ADDITIONAL INSURED: "THE VILLAGE OF CHASE" BUT ONLY INsofar AS THEIR LEGAL LIABILITY ARISES VICARIOUSLY OUT OF THE NEGLIGENT OPERATIONS OF THE INSURED.

The Insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. The Insurer will endeavour to mail to the holder of the Certificate ___ days written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

JANUARY 3, 2017
DATE:


OTTO & ASSOCIATES INSURANCE AGENCY LTD.

AUTHORIZED SIGNATURE

*A Division of Otto & Associates Insurance Agency Ltd.



FINEL ART & TEXTILES
INSURANCE SERVICES



CYPRESS INSURANCE BROKERS

LLOYD'S
Coverholder

Marine experience matters.

LICENCE FOR USE AND OCCUPATION

THIS Agreement dated for reference January 11, 2017

BETWEEN: VILLAGE OF CHASE
Box 440
CHASE, B.C., V0E 1M0
(the "Village")

AND: SHUSWAP LIFEBOAT SOCIETY
BOX 661
SICAMOUS, BC, V0E 2V0
(the "Licensee")

WHEREAS:

- A. The Licensee wishes to obtain a license from the Village to occupy and use an approximately 5' x 10' portion of the land owned by the Village at Memorial Park, Chase, B.C., as shown on the sketch plan attached hereto as Schedule "A" (the "Licenced Area"), for use as a location for a lifejacket kiosk (the "Kiosk") which will be operated, maintained and fully stocked with lifejackets by the Licensee during the Term (as hereinafter defined), upon and subject to the terms and conditions contained in this Agreement.
- B. The Village has agreed to grant to the Licensee a licence (the "Licence") to occupy and use the Licenced Area upon and subject to the terms and conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements to be observed and performed by the Licensee, the Village hereby grants the Licensee a non-exclusive Licence to use and occupy the Licenced Area upon the terms and conditions and subject to the provisions contained in this Agreement.

1. DEFINITIONS

1.1 The terms defined in this clause 1.1 have the following meanings in this Agreement:

- (a) "Commencement Date" means January 11, 2017;
- (b) "Indemnified Parties" means the Village, and its elected officials, employees, contractors, successors and assigns, and all others for whose conduct the Village is responsible in law;
- (c) "Agreement" means this Agreement;
- (d) "Term" means the five (5) year period commencing on the Commencement Date, subject always to the Village's right to terminate this Agreement in accordance with the provisions of this Agreement or by giving the Licensee one month's written notice of its intention to do so.

2. TERM and FEE

- 2.1 The Village hereby grants the Licensee a Licence to occupy and use the Licenced Area upon and subject to the terms and conditions set out in this Agreement. The Licensee covenants and agrees to pay the sum of \$5.00 to the Village upon the signing of this Agreement as a fee for the Licence, such sum is hereby acknowledged as received.

3. USE OF LICENCED AREA

3.1 Limitations on Use

The Licensee acknowledges and agrees that the Licensed Area may only be used as a not for profit location for the Kiosk and such use is subject to the following limitations:

- (a) no storage or parking is permitted on the Licenced Area outside of the Kiosk;
- (b) any use of the Licenced Area not specifically permitted by this clause shall require the prior written approval of the Village, which approval may be withheld in the Village's sole and absolute discretion; and,
- (c) the Licensee shall not use or occupy, or permit to be used or occupied, the Licenced Area, or any part thereof, for any illegal or unlawful purpose, or in any manner which will result in the cancellation of any insurance.

4. INSURANCE

4.1 Commercial General Liability

At all times during the Term, the Licensee shall, at its own expense, obtain and maintain with one or more companies duly authorized to carry on business within the Province of British Columbia, commercial general liability insurance against claims for personal injury, death, or property damage or loss, arising out of the use and occupation of the Licenced Area, indemnifying and protecting the Village and the Licensee to limits of not less than \$2,000,000.00 per occurrence.

4.2 Proof of Insurance

If requested by the Village the Licensee shall forthwith from time to time deliver or cause to be delivered to the Village an insurance cover note or certificate(s) of insurance evidencing the insurance coverage required to be obtained and maintained by the Licensee under this Agreement.

5. REPAIRS AND MAINTENANCE

5.1 Licenced Area Accepted "As Is"

The Licensee accepts the Licenced Area "as is" knowing the condition thereof and agreeing that the Village has made no representation, warranty, or agreement with respect thereto.

5.2 Maintenance by the Licensee

The Licensee shall, at its cost, by itself or by the use of contractors, maintain the Kiosk and keep it fully stocked, clean and free from graffiti, posters or similar, during the Term.

5.3 Maintenance by Village where Licensee Fails to Maintain

If at any time during the Term the Licensee fails to maintain the Kiosk in the condition required by the provisions of clause 5.2, the Village through its agents, employees, contractors, and subcontractors may, but shall not be obliged to, enter upon the Licenced Area and the Kiosk for the purpose of carrying out any maintenance required by clause 5.2. The Village will make such repairs only after giving the Licensee five days written notice of its intention so to do, except in the case of an emergency when no notice to the Licensee is required. Any amounts paid by the Village in carrying out such maintenance, together with all costs and expenses of the Village related thereto, shall be reimbursed to the Village by the Licensee on demand.

5.4 At Expiration Deliver Up Licensed Area

At the expiration or other termination of this Agreement, the Licensee shall remove the Kiosk and surrender and deliver up the Licensed Area to the Village.

6. INSPECTION BY VILLAGE

6.1 Inspection by Village

The Village and the Licensee agree that it shall be lawful for a representative of the Village, at all times during the Term, to enter the Licenced Area and the Kiosk and to examine their condition. The Village shall give the Licensee notice of any maintenance required by clause 5.2 and the Licensee shall, within five days after every such notice, perform any required maintenance in accordance with the notice from the Village.

7. OBSERVANCE OF REGULATIONS

7.1 The Licensee covenants with the Village that the Licensee will, throughout the Term, comply with all municipal, regional, provincial, and federal laws and enactments. The Licensee shall not make any alterations to the Kiosk, or post any signage on the Licenced Area, without the prior written consent of the Village, which consent may be withheld in the Village's sole and absolute discretion.

8. INDEMNITY

8.1 Breach, Violation, or Non-Performance of Covenants by Licensee

The Licensee shall indemnify and save harmless the Indemnified Parties from any and all manner of actions, causes of action, suits, damages, loss, costs, (including, without limitation, legal costs on a solicitor and his own client basis), builders' liens, claims, and demands of any nature whatsoever relating to and arising during the Term out of any breach, violation, or non-performance of any covenant, condition, or agreement in this Agreement to be fulfilled, kept, observed and performed by the Licensee.

The Licensee shall, during the Term, indemnify and save harmless the Indemnified Parties from any and all manner of actions, causes of action, suits, damages, loss, costs (including, without limitation, legal costs on a solicitor and own his client basis), claims, and demands of any nature whatsoever relating to and arising out of:

- (a) any injury to any person or persons, including death resulting at any time therefrom, occurring in or about the Licenced Area or the Kiosk which relates to or arises out of, directly or indirectly, the use and occupation of the Licenced Area by the Licensee; and
- (b) any damage to or loss of property occasioned by the use and occupation of the Licenced Area by the Licensee;

provided, however, that nothing contained herein shall require the Licensee to indemnify the Village against any actions, causes of actions, suits, administrative proceedings, claims, or demands for damages arising out of the willful or negligent acts of any of the Indemnified Parties.

8.3 Indemnification Survives Termination of Agreement

The obligation of the Licensee to indemnify the Indemnified Parties under the provision of this Agreement with respect to liability by reason of any matter arising prior to the end of the Term shall survive any termination of this Agreement.

9. DEFAULT BY LICENSEE

9.1 Forfeiture on Default by Licensee

The Village and Licensee agree that if

- (a) the Licensee defaults in performing or observing any of its covenants or obligations under this Agreement and the Village has given the Licensee notice of such default and at the expiration of five days after the giving of such notice the default continues to exist; and,
- (b) the Village desires to re-enter the Licenced Area and to remove the Kiosk therefrom,

the Village or the Village's agents or employees shall be authorized to re-enter the Licenced Area without being liable to any prosecution or damages therefor, and remove the Kiosk therefrom without such re-entry and removal constituting a waiver of the covenants to be performed by the Licensee up to the date of such re-entry and removal. The Village shall not be responsible for any loss to the Licensee or any other person, which may arise by reason of any such re-entry and removal.

9.2 Remedies of the Village Cumulative

The remedies of the Village specified in this Agreement are cumulative and are in addition to any remedies of the Village at law or equity. No remedy shall be deemed to be exclusive, and the Village may from time to time have recourse to one or more or all of the available remedies specified

herein or at law or equity. In addition to any other remedies provided in this Agreement, the Village shall be entitled to restrain by injunction any breach or attempted or threatened breach by the Licensee of any of the covenants or agreements under this Agreement.

9.3 Waiver by Village

The failure of the Village to insist upon the strict performance of any covenant or agreement of this Agreement shall not waive such covenant or agreement, and the waiver by the Village of any breach of any covenant or agreement of this Agreement shall not waive any other breach of such covenant or agreement. No waiver by the Village shall be effective unless made in writing.

10. SURRENDER OF AGREEMENT

10.1 At the expiration or sooner determination of the Term the Licensee shall remove the Kiosk and surrender the Licenced Area to the Village in the condition in which it was required to be kept by the Licensee under the provisions of this Agreement. The Licensee shall not be entitled to any compensation from the Village for surrendering and yielding up the Licenced Area.

11. NOTICE

12.1 All notices, demands, and requests which may be or are required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given if served personally upon the party or a director or officer of the party for whom it is intended or sent by facsimile or email to the parties at the addresses set out below, or such other addresses as the parties may from time to time advise by notice in writing. The date of receipt of any such notice, demand, or request shall be deemed to be the date of delivery if such notice, demand, or request is served personally or if sent by facsimile or email

To the Village: Box 440
Chase, B.C., V0E 1M0
Fax No. (250) 679-3070
Email:

To the Licensee: Box 661
Sicamous, B.C. V0E 2V0
Fax No.
Email:

12. GENERAL PROVISIONS

12.1 Time is of the Essence

Time shall be of the essence of this Agreement.

12.2 No Modification

This Agreement may not be modified or amended except by a document in writing executed by the Village and the Licensee.

12.3 Not an Interest in Land

The Licensee acknowledges and agrees that this Agreement does not create an interest in the lands owned by the Village. The Licensee shall not assign, transfer or sublicense its interest under this

Agreement without the prior written consent of the Village, which consent may be withheld in the Village's sole and absolute discretion.

12.4 Enurement

It is agreed that this Agreement shall extend to, be binding upon, and enure to the benefit of the Village and the Licensee and the successors and assigns of the Village and the successors of the Licensee.

VILLAGE OF CHASE

Per: _____
Rick Berrigan, Mayor

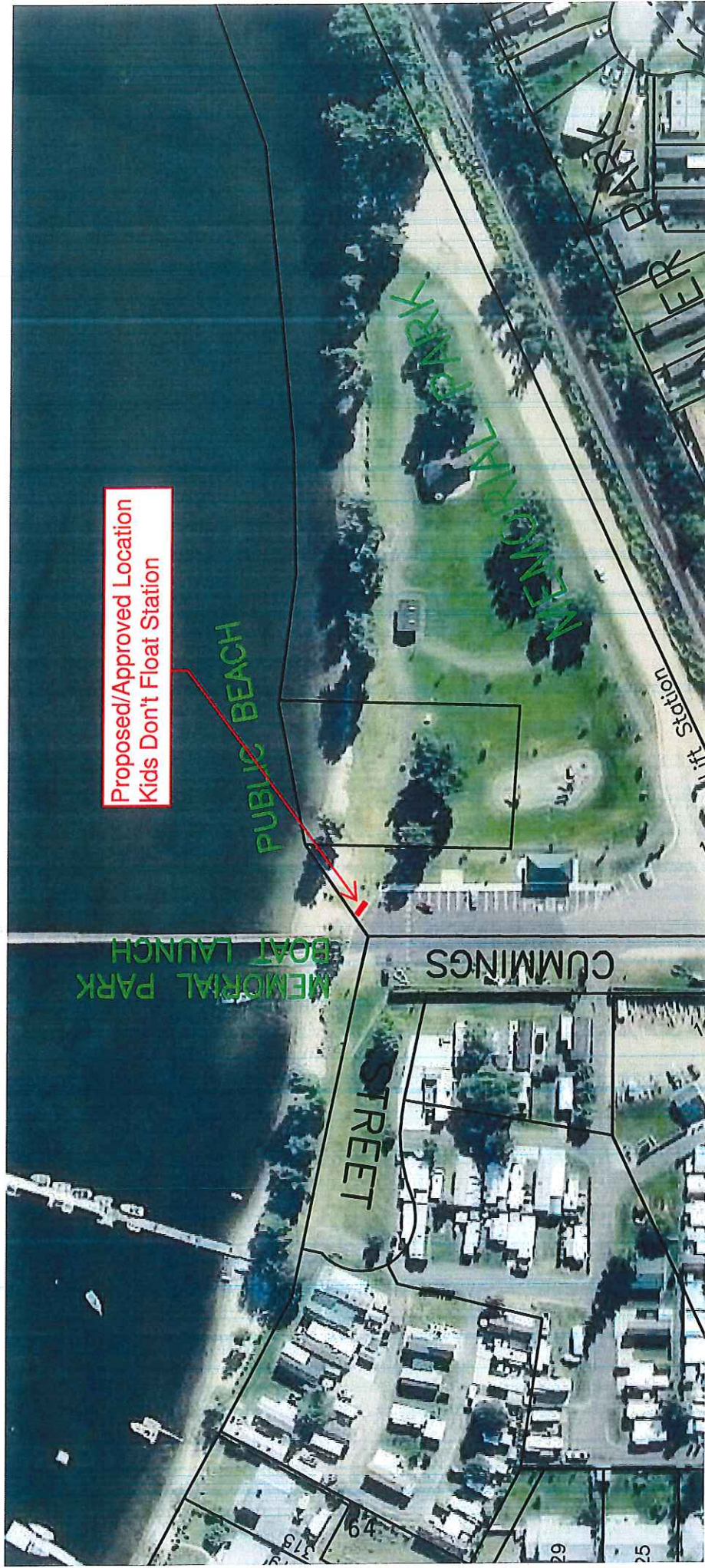
Per: _____
Sean O'Flaherty, Corporate Officer

SHUSWAP LIFEBOAT SOCIETY

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Schedule A



Chief Administrative Officer / Mayor and Council Village of Chase
Attn. Ms. Joni Heinrich

15 December 2016

Ms. Heinrich:

re: Proposed Splash Park

Recently there have been discussions between the Chase Lions Club and Council concerning establishing a 'Splash Pad' in Memorial Park on 2nd Avenue. From disclosures made by the Lions Club President it would appear that the intent of the Lion's Club is to build this park (pad) and turn the project over to the Village of Chase once the construction is completed and operational. This certainly could be considered as an asset (acquisition) to the Village however before this project begins it is only prudent to determine whether the net results will be viewed as an asset or a liability to the taxpayers who will ultimately inherit the responsibilities of ownership.

I have no knowledge of what details have been exchanged between the proponent and the Village but I believe it is a necessary caution to ensure planning details be provided by the Lions Club well in advance of any future activity on this issue. The proponents should be prepared to supply some comparative figures based on local population to identify the target user group, an estimate of numbers of users, the hours of operation and the cost of operation per hour. Planning details should cover such topics as security and safety, the operating systems, costs of providing and disposal of water and/or water treatment, electricity, daily maintenance, supervision, health and safety issues and the impact on existing parking and other existing facilities (i.e., playground) .

Despite the fact the Lions Club acknowledge responsible for the costs associated with installing the equipment, the long term operation expenses should also be factored into these negotiations. The cost of water, water treatment and disposal together with the ability of the Village to provide these services in addition to the current / future demand will certainly have an impact on the taxpayers. The period of time when this system would operate will likely coincide with peak water usage months and during times of water restrictions (should they be applied). The cost of maintenance, security and supervision will directly impact the Public Works budget as these duties will either need to be shifted to the current staff or be contracted out. Considering the project is to be built on park land presently owned by the Village, some deliberation might be in order to assess the potential impact on the operation costs and use of the existing wading pool in Centennial Park on Pine Street.

At present we are entering discussions concerning 2017 Budget for the Village and a projected 5 year cash flow deficit of \$1.486M. The Village has the potential to be in a cash deficit position of \$185,200 in 5 years, and we will have utilized the bulk of our reserve for capital purposes, leaving no surplus, no reserves, and no emergency funds (ref. "2017 Budget Considerations" Director Financial Services 8 Dec 2016) and "Almost anything that comes up will require borrowing to cover the situation". Over the past 3 years we (the Village) have taken on the debts of several organizations [Rec. Centre Society, Museum Society, Curling Rink] and given Permissive Tax Exemptions to another several organization, as well as having acquired a capital expenditures debt of approx. \$4M for water and sewer upgrades. We are not in a very comfortable financial position and the future does not provide much optimism. In this particular instance, it appears the "Splash Park" is designed to become another instance where an Organization is planning to build and then pass on a liability with an ongoing operational cost to the Village that has not been defined or studied. As a casual observer of Village affairs I am distressed by what I perceive as an abuse of efforts to maintain some form of control over the long term finances of the Village. I strongly urge the Village to ensure this project does not become an additional liability to the Taxpayers of this Community.

Yours respectfully


(J.L. McLean) 371 Juniper Street, Chase, BC

RECEIVED
Village of Chase

DEC 19 2016

Original
File
Copy
Agenda



Village of Chase

PO Box 440, 826 Okanagan Ave,
Chase, British Columbia V0E 1M0
Office: 250.679-3238
Fax: 250.679-3070
www.chasebc.ca

December 29, 2016

J.L. McLean
371 Juniper Street
PO Box 1078
Chase, BC
V0E 1M0

Dear Mr. McLean:

**RE: December 15, 2016 Letter to Mayor, Council and CAO regarding
Proposed Splash Park**

Thank you for your letter dated December 15, 2016 regarding the Proposed Splash Park. Your letter raises many valid questions and concerns.

Since our new Public Works Manager has started with the Village of Chase, we are working more closely with the engineer hired by the Lions Club to determine various factors that will be in play if the water park is built such as:

- Will the Village's sewer system be able to handle the additional volume of waste water proposed to be generated by the proposed water park?
- Are there alternatives to having the wastewater flow into the Village's sewer treatment system? Could the wastewater be utilized to irrigate Memorial Park, with an 'overflow' to the sewer system? Could the wastewater be channeled into ground?
- How much water might the water park utilize based on the volume the Village's sewer treatment system can handle if that is the wastewater disposal route?

In addition to these infrastructure questions, other issues are being considered including:

- Who will pay for the water usage once the proposed water park is operational?
- Who will pay for maintenance/cleaning and any upgrades and maintenance required?
- Will the Lions be able to contribute annually to the Village to cover costs associated with water usage, maintenance and repairs of the proposed water park?
- Will there be enough parking to accommodate additional users of the proposed water park?
- Interior Health will be involved in discussions regarding re-use of water (if this is a route taken) and in the design of the project regardless
- Electrical costs, security, and other matters will also be determined in advance of the park construction moving ahead

Finally, there will need to be a formal agreement in place between the Village and the Lions Club to ensure that everyone is fully knowledgeable of their responsibilities in relation to the project, and everyone is committed in writing to the aspects of the project they are responsible for.

While the Lions Club intends to have their consulting engineers involved throughout the project, the Village's Public Works Manager will also be involved to oversee the project to ensure the Village's interests are upheld.

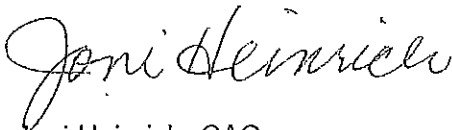
You are correct, that a water park is an asset, however it is also a large investment not only in terms of construction, but also in terms of operation and maintenance over the long term.

While the Lions have been fundraising for some time, and the Village of Chase Council has approved a site for a proposed water park, there are still many details to be discussed and confirmed. If at some point the costs to maintain such an amenity are too much for the Village of Chase to handle even with an annual contribution from the Lions Club, some hard decisions will have to be made.

At this time, the Village and Lions continue to collect information relating to the proposed water park in order that all aspects can be addressed before any construction begins.

Thank you.

Sincerely,
VILLAGE OF CHASE

A handwritten signature in cursive script, reading "Joni Heinrich".

Joni Heinrich, CAO

Cc: Mayor and Council (via agenda January 10, 2017)
Tim Perepolkin, Manager of Public Works
Sean O'Flaherty, Corporate Officer
Bev Iglesias, President, Chase Lions Club



VILLAGE OF CHASE Administrative Report

TO: Mayor and Council
FROM: Director of Financial Services
DATE: January 10, 2017
RE: Utility Payment Adjustment Request – Korney – Sale of Property

ISSUE/PURPOSE

To obtain authorization from Council to write-off a portion of utility charges for 520 Lakeshore Drive as a result of sale of property and changes to Village of Chase utility billing procedures.

OPTIONS

1. **Authorize the cancellation of \$131.58 from the current owner's utility billing account relating to 520 Lakeshore Drive.**
2. **Do not provide relief from the charge.**

HISTORY/BACKGROUND

The Korneys purchased 520 Lakeshore Drive on July 28, 2016. The notary obtained information from the Village of Chase regarding outstanding taxes and utility costs, and at the time the information was relayed the Village had not yet made adjustments to its tax certificate information to inform conveyancers that utility billing was to change from tri-annual to quarterly.

DISCUSSION

In the case of the property sale at 520 Lakeshore, the conveyancer estimated the utility charges for May, June and July 2016 based on the first tri-annual billing costs. As a result of the change in billing procedures, \$131.58 was charged to the new property owners and should have been applied on the adjustment schedule to the sellers of the property. This charge was not applied properly due to the information provided by the Village to the notary. The \$131.58 includes the one-time water/sewer parcel tax adjustment fee.

FINANCIAL IMPLICATIONS

The cost of \$131.58 if authorized to be cancelled will be written off.

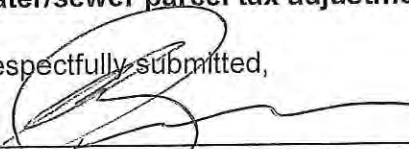
POLICY IMPLICATIONS

Since this incident has been raised, Administration has changed the information it provides to conveyancers and includes the fact that billing procedures have changed.

RECOMMENDATION

That Council authorizes Administration to cancel the charge of \$131.58 (including the water/sewer parcel tax adjustment) pertaining to the utility account of 520 Lakeshore Drive.

Respectfully submitted,



Leif Pedersen, Director of Financial Services



Village Of Chase

Administrative Report

TO: Mayor and Council

FROM: Corporate Officer

DATE: 6 January 2017

RE: 2017 Grant in Aid Request from Chase Country Christmas

ISSUE/PURPOSE

The Chase Country Christmas organization is requesting a grant in aid to cover the full cost of the Community Hall rental for purposes of holding a one day craft fair in late 2017.

OPTIONS

1. Apply the 'Not for Profit Users' Community Hall rental rates as per Schedule H of the Fees and Charges Bylaw as recommended.
2. Issue a 2017 Grant in Aid to Chase Country Christmas to cover the full Community Hall rental amount.
3. Apply the 'General Public' Community Hall rental rates as per Schedule H of the Fees and Charges Bylaw

HISTORY/BACKGROUND

The not for profit rate is already a subsidized program. The not for profits qualify for a discounted amount which is a de facto grant in aid and the discounted amount is deducted from the annual grant in aid budget. Policy ADM – 22, Community Hall, was enabled to provide clear direction for Council, staff, and the public regarding the Community Hall. One of the policy pillars is to “*establish consistent, fair and equitable procedures for the rental and use of the Community Hall*”. One of the other tenets of the policy is that the “*purpose of the organization must enrich the community*”.

Chase Country Christmas is not a registered non-profit organization incorporated under the Society Act of BC. As such, they do not qualify for not for profit rates.

At Council's December 13, 2016 Regular Meeting it was resolved:

“That the letter from Suzanne Foster regarding the Chase Country Christmas Community Hall December 3 2016 booking be received for information; and, That staff be directed to report back on the details pertaining to Chase Country Christmas Community Hall rental on December 3 2016”.

Staff has contacted Ms. Foster for clarification of her letter. The letter is a request for a grant in aid to cover the full cost of the Community Hall rental for purposes of holding a one day craft fair in late 2017.

Ms. Foster stated that Chase Country Christmas paid \$131.25 in 2014, \$115.63 in 2015 and \$175 in 2016. Staff explained the Ms. Foster that the Fees and Charges bylaw had changed in 2016 to address the frequent requests for Community Hall grant in aid so that costs were clear, consistent and equitable. Chase Country Christmas is concerned that their costs to hold the craft fair continue to increase and this cuts into their proceeds that are distributed back into the community. She clarified that the *'by-products of this event go to the businesses and citizens of Chase'* simply meant that the money raised benefits all of Chase and by no means benefitted any particular business or citizen.

Furthermore staff made contact with another executive within the Chase Country Christmas organization to confirm that fees are charged to the artisans that rent tables at the event. In 2016 the tables rented for \$15 for inside and \$20 for a wall spot. They collected \$620 for table rentals. There was no indication as to how this money would be spent however in past years the profits were donated to museum, food bank, and skate park efforts.

As per the Fees and Charges Bylaw 820-2016, Schedule H for non-profits, rental rate grant in aid is not available to groups that charge a 'cover'.

DISCUSSION

None

FINANCIAL IMPLICATIONS

There are financial implications. The Community Hall incurs capital and operational expenses, both of which are budget items. Additionally, not for profits qualify for a discounted rental rate and this affects revenues.

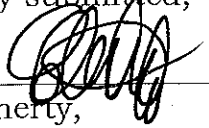
POLICY IMPLICATIONS

The Fees and Charges Bylaw 820-2016, Schedule H, sets the Community Hall rental rates. ADM – 22 Community Hall is Council's Policy to ensure responsible use of the Chase Community Hall.

RECOMMENDATION

THAT Council authorize the not for profit rental rates for Chase Country Christmas use of the Community Hall as per Schedule H of the Fees and Charges Bylaw 820-2016.

Respectfully submitted,



Sean O'Flaherty,
Corporate Officer

November 28, 2016

OPEN LETTER TO:

Mayor & Council Members

RE: Chase Country Christmas


This letter is written to request a special grant for use of the Community Hall for Chase Country Christmas.

We believe it is worth mentioning that the volunteer Committee which does the planning for this event is not a private club or association. The sole reason for our participation is to showcase the Village of Chase and attract participants to the area; nothing is gained by the Committee other than to work for our community and its needs. The by-products of this event go to the businesses and citizens of Chase only.

In light of this goal, it seems unsupportive of the Village of Chase to continue to increase our rental costs of the Community Hall every year.

This request is respectfully submitted for your consideration.

Sincerely,



for Chase Country Christmas Committee.

RECEIVED
Village of Chase

DEC 02 2016

Original _____
File _____
Copy _____
Agenda _____

INVOICE

Village of Chase

PO Box 440

CHASE, BC - V0E 1M0

Phone: (250) 679-3238

Fax: (250) 679-3070



Customer Number : CHAS017

Invoice Number : 3048

Invoice Date : 24-Nov-2016

Customer P.O. No.

Due Date : 24-Nov-2016

CHASE COUNTRY CHRISTMAS COMMITTEE

PO BOX 977

CHASE BC V0E 1M0

Product	Description	Quantity	Unit Price	Amount
COMH	COMMUNITY HALL Craft Fair/Dec 3, 2016 (NFP rates)	1.0000	125.0000	\$125.00
COMH	COMMUNITY HALL Liability Insurance	1.0000	50.0000	\$50.00

GST/HST Registration Number : R108176355

Total Gross	\$175.00
GST/HST	\$0.00
Total Invoice	\$175.00

Please return this portion with your payment

Customer Number : CHAS017
Customer Name : CHASE COUNTRY CHRISTMAS COMMITTEE
PO BOX 977
CHASE BC V0E 1M0

Invoice Number : 3048
Invoice Date : 24-Nov-2016
Invoice Amount : \$175.00
Amount Paid :

Village of Chase
PO Box 440
CHASE, BC - V0E 1M0

*ARCHAS01'

Renata Rawn

From: Suzanne Foster <fostersu2@yahoo.com>
Sent: Friday, November 18, 2016 10:46 AM
To: Renata Rawn
Subject: Re: Chase Country Christmas Booking

Follow Up Flag: Follow up
Due By: Monday, November 21, 2016 1:00 PM
Flag Status: Flagged

Hello Renata,

Chase Country Christmas held a meeting last night, and I was informed that a good estimate of the turnout would be around 150 people.

Due to the nature of the event, that is an approximate number as not all people will be in the building at the same time. There are 36 vendor tables booked.

I will complete the application form and return it to you.

Thank you.

Suzanne Foster, AMAA (ret.)
(250) 679-2179

From: Renata Rawn <renata@chasebc.ca>
To: Suzanne Foster <fostersu2@yahoo.com>
Sent: Thursday, November 17, 2016 2:12 PM
Subject: RE: Chase Country Christmas Booking

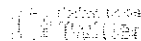
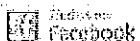
Hello Suzanne,

Thank you for your confirmation email. Please complete the attached Community Hall application (attached) and forward it to me before December 3. We'll also need to know approximately how many people will be attending the event to determine the insurance cost. Soon as we know this information we can prepare an invoice. The upper hall rental will be \$125 (Not for profit users rate) see attached schedule of fees.

Please confirm your mailing address.

Thank you,

Renata Rawn
Admin Support/Client Services
Village of Chase
Box 440, 826 Okanagan Ave.
Chase, BC, V0E1M0
250.679.3238 Office
250.679.3070 Fax



Village of Chase

Chase, BC V0E 1M0

November 14, 2016

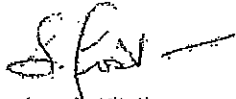
TO WHOM IT MAY CONCERN:

RE: Chase Community Hall - Chase Country Christmas

December 3, 2016

This will confirm our conversation of today requesting booking of the above facility for December 3, 2016. This will be approximately 9:00 through 5:00 pm. The area required is the main floor and the activity occurring will be the Chase Country Christmas Craft Fair.

Thank you.



Jennie Weihe



President

Chase Country Christmas

/sf

From: Suzanne Foster [mailto:fostersu2@yahoo.com]
Sent: Wednesday, November 16, 2016 11:53 AM
To: Renata Rawn <renata@chasebc.ca>
Subject: Chase Country Christmas Booking

Good morning,

Attached please find the letter we discussed yesterday, as requested.

Suzanne Foster, AMAA (ret.)
(250) 679-2179

SILGA *Southern Interior Local Government Association*

December 16, 2016

To: All SILGA Members

Re: SILGA Convention – Call for Nominations

As per the Constitutional Requirements of the Southern Interior Local Government Association, the “Call for Nominations” is now going out to all member Mayors, Councillors, Regional Chairs, and Directors who wish to seek a position on the SILGA Executive for the 2017/2018 term. Elections are to be held at the SILGA Convention at Sun Peaks on April 27th and 28th.

Offices to be filled are President, 1st Vice President, 2nd Vice President and seven Directors, one of whom must be an Electoral Area Director of a member Regional District. All positions are for one year. Those presently serving may run for another term if they so wish.

Deadline for nominations is Friday, February 24, 2017. You will be asked to complete a biography and submit a photo for the printing of the official Nominating Committee Report to be contained in the Convention Package.

The SILGA nomination committee is chaired by Councillor Marg Spina, Kamloops.

All those interested in serving are asked to contact Councillor Spina at 250-377-1451 or by email at mbspina@kamloops.ca or Alison Slater at 250-851-6653. All information should be forwarded to both Councillor Spina and the SILGA office (email yoursilga@gmail.com).

Marg Spina,
Past President, SILGA

December 16, 2016

To: All SILGA Members

Call for Resolutions for 2016 Convention

The SILGA Annual General Meeting and Convention is scheduled to be held at Sun Peaks from April 26^h to April 28th, 2017. The SILGA Constitution requires that resolutions to be considered at the Annual Meeting are to be received by the Secretary-Treasurer no later than 60 days prior to this meeting. Friday, February 24, 2017 will be the deadline for receipt of resolutions.

If your local government wishes to submit a resolution for consideration at the 2017 SILGA Convention, please forward by email your resolution to yoursilga@gmail.com. Any background information on the resolution would be helpful. If you do not receive a confirmation email regarding your resolution, please contact the SILGA office at 250 851 6653.

For information on how to properly write a resolution please refer to the UBCM website below.

<http://www.ubcm.ca/EN/main/resolutions/resolutions/resolutions-procedures.html>

Resolutions not received by February 24th will be considered late resolutions and must go through the following procedures to be considered at the AGM.

(1) Late resolutions may only be introduced if received by the Resolutions Committee Chair at least twenty-four (24) hours prior to the commencement of an Annual Meeting, providing that enough copies are supplied in order that they may be circulated to all Member Representatives at the Meeting Registration Desk at the time of registration and provided that a resolution to allow its debate receives an affirmative vote of three-fifths (60%) of the Member Representatives in attendance at the meeting;

(2) Late resolutions will be reviewed by the Resolutions Committee prior to the Meeting and only those of a subject matter which could not have been submitted by the normal deadline date outlined in section 10.4 will be considered.

Marg Spina
Past President, SILGA