

#### **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, February 26, 2019 at 4:00 p.m.

#### 1. CALL TO ORDER

#### 2. ADOPTION OF AGENDA

Resolution:

"THAT the February 26, 2019 Village of Chase Regular Council meeting agenda be adopted as presented."

#### 3. ADOPTION OF MINUTES

3.1 Special Meeting held February 11, 2019

Pages 1-3

Resolution:

"THAT the minutes of the February 11, 2019 Special Meeting of Council be adopted as presented."

3.2 Regular Meeting held February 12, 2019

Pages 4-8

Resolution:

"THAT the minutes of the February 12, 2019 Regular Meeting of Council be adopted as presented."

#### 4. PUBLIC HEARINGS

None

## 5. PUBLIC INPUT ON CURRENT AGENDA ITEMS

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

#### 6. DELEGATIONS

- 6.1 <u>Regina Sadilkova, Director of Development Services, TNRD regarding overall provision of building inspection services</u>
- 6.2 <u>Patrick Luscombe, Chief Building Inspector, TNRD regarding the BC Building Code</u> <u>and local building bylaws</u>

#### 7. REPORTS

a) Mayor and Council Reports

#### 8. UNFINISHED BUSINESS

8.1 <u>Council Procedures Bylaw Amendment</u> Page 9
Bylaw 865-2019 has received 3 readings. Statutory advertising has completed.
Council can consider adopting the bylaw.

## 8.2 Rogers Cell Tower at 456 VLA Road

Verbal update from the CAO on Rogers Communications Inc.'s proposed telecommunications tower.

8.3 <u>Business License Requirements for Multiple Premises</u>
Memorandum from the Corporate Officer.

Pages 10-12

Recommendation:

"THAT Council directs the business operator at 425 Shuswap Avenue to obtain a Village of Chase business license for the business being conducted at 425 Shuswap Avenue; AND,

THAT no business be conducted at 409 Shuswap Avenue until a subdivision of the property occurs, and a subsequent business license for 409 Shuswap Avenue is achieved."

#### 9. NEW BUSINESS

9.1 Chase & District Museum & Archives Society

Pages 13-22

A lease agreement between the Village and the Chase & District Museum & Archives Society has been prepared and is acceptable to the Society. Recommendation:

"THAT the lease agreement dated February 26<sup>th</sup>, 2019, between the Village and the Chase & District Museum & Archives Society be ratified; AND,

THAT the Mayor and Corporate Officer be authorized to execute said agreement."

9.2 Music on the Lake 2019

Pages 23-24

In 2018, Council budgeted \$17,000 for the Music on the Lake Series. Those funds were tranferred to the Chase and District Festival Society who managed the entire series. The Festival Society will manage the 2019 music series. Council is being asked to consider approving \$19,000 in this year's budget for the 2019 Music on the Lake Series.

Furthermore, the Society has requested a road closure for the Canada Day Parade.

#### Recommendation:

"THAT permission be granted to the Festival Society to close the traditional parade route from the Art Holding Arena along Brooke Drive to Shuswap Avenue; along Shuswap up to Coburn Street, from approximately 11:00 a.m. to 1:00 p.m. on July 1, 2019."

9.3 <u>Grant in Aid Request - Chase & District Museum & Archives Society</u> Pages 25-27 A request from Anne Lamoureux, President, Chase & District Museum & Archives, for \$502.54 to cover repair costs to the HVAC condensate pump on August 23, 2017.

Council direction requested

- 9.4 <u>Charge North EV Charging Station Funding for Local Governments</u> Pages 28-41 A memorandum from the CAO.
- 9.5 <u>Sun Valley Housing Society</u> A letter from Guy Ramsay, Chair, Sun Valley Housing.

Pages 42-43

## 9.6 Chase Gathering Place

Page 44

A letter from Minnie Kenoras and Patricia White.

# 9.7 <u>Elected Officials Emergency Management Training</u>

Kamloops February 28, 2019

For those Council members attending this session, a Council resolution is required for the Village to cover costs associated with attendance.

#### 10. OPPORTUNITY FOR PUBLIC TO SPEAK ON MUNICIPAL MATTERS

## 11. RELEASE OF IN CAMERA ITEMS

None

#### 12. IN CAMERA

Resolution:

"THAT Council recess to an In Camera meeting pursuant to Section 90 (1) of the Community Charter, paragraph (a), personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality."

#### **13. ADJOURNMENT**

Resolution:

"THAT the February 26, 2019 Village of Chase Regular Council meeting be adjourned."



Minutes of the Special Meeting of the Council of the Village of Chase held in the Council Chamber of the Village Office at 826 Okanagan Avenue on Monday, February 11, 2019, at 5:00 p.m.

PRESENT:

Mayor Rod Crowe

Councillor Alison (Ali) Lauzon

Councillor Steve Scott Councillor Fred Torbohm

Regrets:

Councillor Ali Maki

In Attendance:

Joni Heinrich, Chief Administrative Officer

Sean O'Flaherty, Corporate Officer Joanne Molnar, Chief Financial Officer Clinton Wright, Manager of Public Works

Public Gallery:

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1. CALL TO ORDER

Mayor Crowe called the meeting to order at 5:00 p.m.

2. ADOPTION OF AGENDA

Moved by Councillor Scott Seconded by Councillor Torbohm

"THAT the February 11, 2019 Village of Chase Special Meeting agenda be adopted as presented." CARRIED

2019/02/11 SP001

3. ADOPTION OF MINUTES

None

4. PUBLIC HEARINGS

None

5. PUBLIC INPUT ON CURRENT AGENDA ITEMS

None

6. **DELEGATIONS** 

None

7. REPORTS

None

8. UNFINISHED BUSINESS

8.1 <u>Budget Meeting Scheduling</u>

Moved by Councillor Scott

Seconded by Councillor Torbohm

"THAT the proposed budget meeting schedule be accepted as presented."

CARRIED

2019/02/11 SP002

# 8.2 Funding Opportunities for the OCP

The CFO explained that the Village hold more than \$250k in gas tax reserves. Integrated Community Sustainability Plans, which forms a significant component of an Official Community Plan (OCP), qualify as projects which can be funded through these reserves.

Councillor Torbohm spoke to the high cost of replacing the OCP and suggested that portions of the existing OCP be re-used to save money.

## 8.3 Review of Leases

The Corporate Officer presented a review of all the land and facility leases to Council. Council received the presentation for information only.

8.4 <u>Determine dates for community to community meetings</u>

It was agreed that separate meetings be set up initially between Council and the three Chiefs and Councils, preferably as dinner meetings to initiate conversation on working together. Administration will proceed to arrange for meetings with the three separate band Chiefs and Councils and the Village's Mayor and Councillors.

## 9. NEW BUSINESS

< Councillor Lauzon left the meeting at 5:51 p.m. >

# 9.1 <u>Fire Department – Pritchard Fire Suppression</u>

Moved by Councillor Torbohm Seconded by Councillor Scott

"THAT Council approve the provision of fire suppression support from the Village's Volunteer Fire Department to the Pritchard Volunteer Fire Department for the North side of Pritchard while the bridge between the north and south sides of Pritchard is closed for rehabilitation in February 2019, provided the Village of Chase can maintain a full crew and equipment for suppression of any fire incident in Chase, with costs of providing this support if it is required to be fully recovered from the TNRD."

CARRIED 2019/02/11 SP003

< Councillor Lauzon returned to the meeting at 5:53 p.m. >

# 10. RELEASE FROM IN CAMERA ITEMS

None

### 11. IN CAMERA

Moved by Councillor Scott Seconded by Mayor Crowe

"THAT Council recess to an In Camera meeting pursuant to Section 90 (1) of the Community Charter, paragraph (I), the discussions with municipal officers and employees respecting municipal objectives; and (c), labour relations; and (e), the disposition of land or improvements."

2019/02/11 SP004

Page 3 of 3 Special Council Minutes February 11, 2019

12.	ADJOURNIMENT	
	Moved by Councillor Scott	
	Seconded by Councillor Torbohm	
	"That February 11, 2019 Village of Chase Special meeting	be adjourned."
	•	CARRIED
		2019/02/11 SP005
	The meeting was adjourned at 7:59 p.m.	_

The meeting was adjourned at 7:59 p.m.

Rod Crowe, Mayor

Sean O'Flaherty, Corporate Officer



Minutes of the Regular Meeting of Council of the Village of Chase held in the Council Chamber at the Village Office at 826 Okanagan Avenue on Tuesday, February 12, 2019 at 4:00 p.m.

PRESENT:

Mayor Rod Crowe

Councillor Alison (Ali) Lauzon

Councillor Steve Scott Councillor Fred Torbohm

Regrets:

Councillor Ali Maki

Also in Attendance:

Joni Heinrich, Chief Administrative Officer

Sean O'Flaherty, Corporate Officer Joanne Molnar, Chief Financial Officer Clinton Wright, Manager of Public Works

Brian Lauzon, Fire Chief

Public Gallery:

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#### 1. CALL TO ORDER

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

## 2. ADOPTION OF THE AGENDA

Moved by Councillor Scott Seconded by Councillor Lauzon

"THAT the February 12, 2019 Village of Chase Regular Council meeting agenda be adopted as presented."

CARRIED

#2019/02/12 001

#### 3. ADOPTION OF MINUTES

3.1 Regular Meeting held January 22, 2019

Moved by Councillor Torbohm Seconded by Councillor Lauzon

"THAT the minutes of the January 22, 2019 Regular Meeting of Council be adopted as presented."

CARRIED
#2019/02/12 002

## 4. PUBLIC HEARING

None

#### 5. PUBLIC INPUT ON CURRENT AGENDA ITEMS

Blaine Covington, of 420 Juniper Street, regarding item 9.3, asked for the balance amount on the existing loan that is guaranteed by the Village.

The CFO responded that the current balance is approximately \$350,000.

Don MacDonald, of 229A Brooke Drive, regarding item 9.1, asked how a councillor can represent the Village remotely?

Mayor Crowe responded by suggesting the councillor in question is a nervous new driver and dark winter driving conditions are temporary.

Councillor Torbohm suggested that it will be the individual choice of any councillor to participate in remote meetings.

Beverley Iglesias, of 621 3<sup>rd</sup> Avenue, regarding item 9.1, said the new bylaw provision is not meant to permit ongoing use of phoning into meetings. Ms. Iglesias added that there should be an acceptable amount of remote meeting participation in a given year.

#### 6. DELEGATIONS

6.1 <u>Tim Lavery, Councillor, City of Salmon Arm, and Director at Large</u>
Mr. Lavery presented the purpose of Souther Interior Local Government Association (SILGA), appealed to Council to attend the 2019 conference in Penticton; reminded Council of the March 1, 2019 deadline to submit resolutions; and encouraged council members to consider applying for a position on the Board of Directors.

6.2 Jim Bepple, 323 Pine Street

Mr. Bepple summarized a recent difficult experience with BC Air Ambulance. His suggestion was to create a permanent heli pad at the arena parking lot behind Sun Valley Court.

Moved by Councillor Scott Seconded by Councillor Lauzon

"THAT Administration connect with BC Air Ambulance, research what is involved with creating and maintaining a permanent helipad for air ambulance, and report back to Council."

CARRIED
#2019/02/12 003

#### 7. REPORTS

a) Mayor and Council Reports

### Mayor Crowe

- January 23-25 Attended the Local Government Leadership Academy in Kelowna
- January 25 Attended the Chase Lions Club Dinner & Awards night
- January 30 Attended the Chase & District Chamber of Commerce Annual General Meeting and Swear-in Ceremony for new executive members
- February 4 Attended a meeting with Primary Healthcare at Creekside Seniors
- February 11 Attended a Special Meeting of Council

## Councillor Lauzon

- January 23-25 Attended the Local Government Leadership Academy in Kelowna
- January 25 Attended the Chase Lions Club Dinner & Awards night
- February 4 Attended a Youth Action Committee meeting
- February 8 Met with Dan Nelson, proponent of the Rogers cell tower along with Councillor Torbohm
- February 11 Attended a Special Meeting of Council

## Councillor Maki

No Report

#### Councillor Scott

- January 23-25 Attended the Local Government Leadership Academy in Kelowna
- January 30 Attended the Chase & District Chamber of Commerce Annual General Meeting and Swear-in Ceremony for new executive members
- February 11 Attended a Special Meeting of Council

#### Councillor Torbohm

- January 23-25 Attended the Local Government Leadership Academy in Kelowna
- January 25 Attended the Chase Lions Club Dinner & Awards night
- January 30 Attended the Chase & District Chamber of Commerce Annual General Meeting and Swear-in Ceremony for new executive members
- February 4 Attended a meeting with Primary Healthcare at Creekside Seniors
- February 8 Met with Dan Nelson, proponent of the Rogers cell tower along with Councillor Lauzon
- February 11 Attended a Chase & District Chamber of Commerce meeting
- February 11 Attended a Special Meeting of Council

## b) Staff Reports

### Chief Administrative Officer:

- Held regular meetings with senior staff related to 2019 budget
- Met with the Fire Department along with the CFO regarding the 2019 budget
- Attended 2 Youth Action Committee meetings
- Prepared council reports and agendas
- Met regularly with Mayor and members of Council
- Discussed partnership with Recycle BC with senior staff
- Attended the CAO Forum in Kelowna
- Provided meeting summaries to the Chase Sunflower, and social media
- Held office staff meetings with inside staff

#### Fire Chief:

- Fire calls: 3 (including 1 vehicle fire)
- Rescue calls: 2
- 39 Burning Permits have been issued to date
- There are 20 members and 2 junior fire fighters in the department; 1 member on leave
- There are 4 new members who are working on Exterior Operations certificates
- Attended a TNRD Fire Chief's meeting with Deputy Fire Chief Beaurain in Kamloops
- Training is ongoing, focus right now is on response times

Reports from the Manager of Public Works, the Chief Financial Officer, and the Corporate Officer were included in the agenda package.

Moved by Councillor Scott Seconded by Councillor Lauzon

"THAT the reports from Council members and staff be received for information."

CARRIED #2019/02/12\_004

# 8. UNFINISHED BUSINESS

None

#### 9. NEW BUSINESS

## 9.1 Council Procedures Bylaw Amendment

Moved by Councillor Lauzon Seconded by Mayor Crowe

"THAT Council Procedures Amendment Bylaw 865-2019 be given first reading." CARRIED

#2019/02/12 005

Moved by Councillor Scott Seconded by Councillor Lauzon

"THAT Council Procedures Amendment Bylaw 865-2019 be given second reading."

CARRIED

#2019/02/12\_006

Moved by Councillor Torbohm Seconded by Councillor Scott

"THAT Council Procedures Amendment Bylaw 865-2019 be given third reading." CARRIED

#2019/02/12 007

# 9.2 <u>Development Permit DP2018-1</u>

Moved by Mayor Crowe Seconded by Councillor Scott "THAT Council approve DP2018-1."

CARRIED #2019/02/12 008

# 9.3 Indemnity Agreement with Chase & District Recreation Centre Society

Moved by Councillor Scott Seconded by Mayor Crowe

"THAT Council approve an amendment to the Loan Guarantee Indemnity Agreement with the Chase and District Recreation Centre Society to permit additional borrowing in the amount of \$125,000 to enable the Society to pay outstanding utility charges to the Village of Chase and to provide funding to acquire a separate water source for golf course irrigation purposes."

CARRIED #2019/02/12 009

# 9.4 CivicInfo BC Membership Renewal and Services Provided

Moved by Councillor Lauzon

Seconded by Mayor Crowe

"THAT the information on the services the Village receives as a member of CivicInfo BC be received for information."

CARRIED
#2019/02/12 010

9.5 Recycling Council of BC

Moved by Councillor Scott

Seconded by Councillor Lauzon

"THAT the invitation from Brock Macdonald, CEO of Recycling Council of BC, to Mayor and Council to attend the 45th Zero Waste/Circular Economy Conference 2019 May 8-10, 2019 in Whistler BC, be received as information."

CARRIED #2019/02/12\_011

### 9.6 Shuswap Tourism Advisory Committee

Moved by Councillor Lauzon

Seconded by Councillor Torbohm

"THAT Council appoint Councillor Steve Scott as the Village's representative to the Shuswap Tourism Advisory Committee, which appointment will replacing Councillor Ali Maki in this role effective immediately." CARRIED #2019/02/12 012

9.7 Community Emergency Preparedness Fund-Flood Risk Assessment,

Flood Mapping & Flood Mitigation Planning

Moved by Councillor Lauzon

Seconded by Councillor Scott

"THAT Council approves the submission of a grant application to the Community Emergency Preparedness Fund under the Flood Risk Assessment, Flood Mapping & Flood Mitigation Planning for the Floodplain Update and Community Consultation project for a maximum of \$150,000; and that the Village of Chase is willing to provide overall grant management for the project."

CARRIED

#2019/02/12 013

## 10. RELEASE OF IN-CAMERA ITEMS

None

#### 11. IN CAMERA

Moved by Councillor Lauzon Seconded by Councillor Torbohm

"THAT Council recess to an In Camera meeting pursuant to Section 90 (1) of the Community Charter, paragraph (e), the acquisition, disposition or expropriation of land or improvements; and (g), litigation or potential litigation affecting the municipality."

#2019/02/12 14

#### 12. ADJOURNMENT

Moved by Councillor Scott Seconded by Councillor Lauzon

"THAT the February 12, 2019 Village of Chase Regular Council meeting be adjourned."

CARRIED #2019/02/12\_15

The meeting concluded at 5:11 p.m.	#2019/02/12_
Rod Crowe, Mayor	Sean O'Flaherty, Corporate Officer

# VILLAGE OF CHASE BYLAW NO. 865 – 2019

# A BYLAW TO AMEND VILLAGE OF CHASE COUNCIL PROCEDURES BYLAW 783-2012

WHEREAS the Council of the Village of Chase has adopted Council Procedures Bylaw No. 783-2012;

**AND WHEREAS** The Council of the Village of Chase deems it necessary to amend Bylaw No. 783-2012:

**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 "Council Procedures Amendment Bylaw No. 865-2019.
- 2. That Section 21 be added:
  - 21. ELECTRONIC PARTICIPATION
    - a) A member of Council who is unable to attend a meeting may participate by electronic means in accordance with section 128 of the Community Charter, providing:
      - i) the Chairperson has authorized the member to do so at least forty-eight (48) hours prior to the meeting;

ii) Administration is able to secure the necessary equipment and make suitable requisite preparations.

- b) The Chairperson may not participate electronically.
- c) No more than one member may participate in any council meeting by electronic means at any given time.
- d) A council member is not permitted to participate electronically in a meeting if that member does not join the meeting at its scheduled start time.
- e) A council member participating electronically will de deemed to have voted in the affirmative during technical interruptions, disconnections, and unintelligible responses during a meeting.

READ A FIRST TIME THIS 12<sup>th</sup> DAY OF FEBRUARY, 2019
READ A SECOND TIME THIS 12<sup>th</sup> DAY OF FEBRUARY, 2019
READ A THIRD TIME THIS 12<sup>th</sup> DAY OF FEBRUARY, 2019
ADOPTED THIS \_\_ DAY OF \_\_, 2019

R. Crowe, Mayor S. O'Flaherty, Corporate Officer

### **VILLAGE OF CHASE**

#### Memorandum

Date: 22 February 2019

To: Mayor and Council

From: Corporate Officer

RE: Business Licenses – Requirements for Multiple Premises

At the January 22, 2019 Regular Meeting, Council passed a resolution to override the Village's business license bylaw authorizing the transfer of Chase Discount Auto Sales' business license from 425 Shuswap Avenue to a separate premises at 417 Shuswap Avenue. Furthermore, Council directed Administration to review Business License Bylaw 735-2011 as it pertains to licensing businesses with multiple properties.

Council's current Business License Bylaw 735-2011 defines business as:

"BUSINESS means the carrying on of a commercial or industrial undertaking of any kind or the providing of professional, personal or other services for the purpose of gain or profit whether only based within the Village of Chase or actually operating within the Village and shall include subsidiary operations which are a demonstrably integral part of the principal Business. Individually licensed businesses shall be differentiated by type of business irrespective of joint ownership or co-location. Business includes Home Occupation..."

Section 8 of the bylaw requires a separate license at each 'premise':

# 8. Separate License Premises

"For the purpose of this bylaw, where a Business is carried on, in or from more than one premises, the Business carried on, in or from each premises shall be deemed a separate and distinct Business...."

The premise (being an individual physical location having an office) has nothing to do with how many licenses are required. Premise in the context of business licence is merely one means to define and identify. There is no mechanism to tie one business to one premise. A business is a commercial enterprise, and each separate business requires a license. It has nothing to do with variety of business, and it doesn't matter if one business owns several nearby lots.

Municipalities require business licences to ensure conformity with permitted uses allowed in zoning, as well as the *BC Building Code*, health and fire-safety in those business where the public may be invited. Municipalities require businesses to be licensed so that the local government can ensure that business practices comply with municipal zoning requirements. The type of business and location (or locations) of a business is a critical element in the municipality's decision to grant a business license. It is fundamental that businesses be differentiated by the type of business conducted. Requiring business licenses at each location of a multi-property business

allows Council a measure of control, particularly in the case of poor or unsafe business practices, when Council then has the power to revoke the licence.

Business licences serve a few finite functions completely separate from the much broader functions of zoning and building permits. Zoning and the mix of uses allowed in a commercial zone provide for diversity, not licensing.

It also helps to ensure that there is an appropriate mix of businesses in any particular zone. You could imagine that if one single business owned 6 adjacent lots on our main street, Shuswap Ave, then the Village loses the opportunity to have a variety of businesses in the Villages 'gateway'.

Of the 15 municipalities researched in comparison with the Villages bylaw, every one of their bylaws require a separate business license at each premise.

There was also a question as to why Kamloops auto sales premises were permitted to have one business license spanning multiple properties. Our research indicates that it is simply not the case that these dealerships have multiple properties. The business license bylaw in Kamloops states that each separate premises requires a business license and our research supports that each business is indeed licensed according to that bylaw. There is a provision in that bylaw similar to Elkford where a license can be shared in the case of properties immediately adjacent, meaning contiguous and abutting. Chase Discount has 3 noncontiguous, and non-adjacent properties separated by dedicated highway and comprised of 3 unique property tax roll numbers.

In Karen Bassett's submissions at the January 22, 2019 meeting, she identified several businesses having "multiple lots in use for the purpose of one business". Each of these allegations can be refuted by:

Overlander Motel:

Only 1 property here

Team Equipment:

Contiguous, adjacent. 2 business licenses

Aylmer Road Storage:

Contiguous, adjacent. One parcel tax roll Contiguous, adjacent. **4 business licenses** 

Underwood Hotel Econospan

Contiguous, adjacent. 2 parcel tax rolls

Chase Discount Auto

Not contiguous, 3 separate parcels, 3 parcel tax rolls

Note: 2 of the above properties are on Aylmer Road. While researching these it was uncovered that Garrick Automotive, owner of 425 Shuswap Avenue, also owns 246 and 242 Aylmer Road, neither of which have business licenses.

Chase Discount Auto was successful in appealing to Council to have the business license transferred from 425 Shuswap Avenue to 417 Shuswap Avenue, however the licensing issue remains unresolved. Now there is no business licence at 425 Shuswap Avenue yet business continues at that premise. And there is no business licence at 409 Shuswap Avenue, yet business is also occurring there. A prior report to Council outlined the reasons that a commercial business <u>cannot</u> operate on the '409' parcel.

Simply allowing one license for all three properties in this situation negates the Village's ability to ensure that all three separate parcels are conducting business safely for the sake of the public. Furthermore, these three properties are not physically connected or contiguous; 2 of them are separated by a fully functioning public roadway, and 2 others are separated by a municipal laneway.

Seeking Council direction regarding business licensing requirements for 425 and 409 Shuswap Avenue.

Respectfully submitted,

Approved for Council Consideration by CAO



Email: chasemuseumsociety@gmail.com

**PO Box 160** 

1042 Shuswap Avenue Chase, BC, V0E 1M0

# The Chase and District <u>Museum & Archives Society</u>

February 13th, 2019

Joni Heinrich, Sean O'Flaherty, Members of the Chase Village Council Village of Chase PO Box 440 Chase, BC V0E 1M0

To all those concerned,

# RE: Lease Agreement- Village of Chase - Chase and District Museum and Archives

We have prepared a modified draft lease agreement for your review and approval. Our intention is to change sections 3.7 and 4.2 of the proposed lease agreement to ensure they are reasonable for our small non-profit society and in line with our existing lease. Please contact us with any questions, comments, or concerns.

Sincerely,

Anne Lamoureux

President

Chase and District Museum and Archives

## LEASE AGREEMENT

This agreement dated the 26<sup>th</sup> day of February, 2019.

Between:

Village of Chase

having an office at 826 Okanagan Avenue, Chase, BC and a mailing address of PO Box 440, Chase, BC, V0E 1M0 (the "Village")

And:

Chase and District Museum and Archives Society (Inc. No. S-0020156)

located at 1042 Shuswap Avenue, Chase, BC and having a mailing address of PO Box 160, Chase, BC, V0E 1M0

(the "Society")

#### Whereas:

- A. The Village is the registered owner in fee simple of that parcel of land legally described as PID: 004-971-531, That Part Lot 6 Shown on Plan B757 District Lot 517 Kamloops Division Yale District Plan 1467 (the "Land") and improvements located thereon (together, the Land and improvements located thereon are referred to herein as the "Premises"); AND,
- B. The Village and the Society wish to enter into an agreement to lease the Premises to the Society, subject to and in accordance with the terms, covenants and conditions contained within this Agreement.

Now therefore, in consideration of the mutual covenants and agreements contained within this Agreement, other goods and valuable consideration, and the sum of One dollar (\$1.00) for which receipt and sufficiency is hereby acknowledged by the Village, the parties covenant and agree as follows:

## 1. Grant of Lease

- 1.1 The Village hereby grants to the Society the exclusive use of the Premises for the purposes of operating a museum and archives facility (the "Museum") for access by the public, hours for access being determined by the Society based on demand and resources available to staff the facility.
- 1.2 Save and except for as specifically provided for within this Agreement, the Society will not assign or otherwise transfer this Agreement or any of the rights and privileges contained herein, nor sub-lease or share possession of the Premises in each case in whole or in part, without first obtaining the prior written consent of the Village in each and every case, which consent may be withheld in the Village's sole discretion.

## 2. Term of Lease

- 2.1 The term of this Agreement shall be for a period of five (5) years (the "Term"), commencing on September 1, 2018 (the "Effective Date") and expiring August 31, 2023, subject to any renewal or extension thereof, unless terminated earlier in writing by either party.
- 2.2 Subsequent renewals of five (5) years may be agreed to in writing by both parties.
- 2.3 This Agreement shall remain in full force and effect from the Effective Date until the earlier of the termination (as contemplated within this Agreement) or the expiration of the Term.
- Notwithstanding any provisions contained herein, this Agreement may be terminated by either party on not less than three (3) months written notice to the other party, provided that such termination shall not in any way relieve the parties from their performance of their respective obligations owing up to the termination date, together with those obligations that, by their nature, shall be performed after the date of terminations, nor limit the recourse to any remedies available to either party at law.

# 3. <u>Society Obligations</u>

- 3.1 The Society shall use the Premises for the purpose of operating the Museum as a facility open to the public. The Society shall act diligently and use all proper and reasonable efforts consistent with good business practice at all times in its operation of the Museum.
- 3.2 The Society shall pay to the Village rent for the Term in the amount of \$1.00, the receipt and sufficiency of which is hereby acknowledged. The Society will also pay to the Village all goods and services taxes which may be payable in respect of this Agreement.
- 3.3 The Society shall use the Premises only in accordance with the terms and provisions of this Agreement.
- 3.4 The Society will maintain the Premises in a clean and tidy manner, ensuring no accumulation of waste of any kind in or out of the buildings on the Lands.
- 3.5 The Society will not to do, suffer or permit any act or neglect that may in any manner directly or indirectly cause injury to the Lands, the Premises, or any part thereof.
- 3.6 The Society will not to do, suffer, or permit any thing that may be or become a nuisance or annoyance in, on or from the Premises to the owners, occupiers or users of adjoining lands or to the public, including the accumulation of rubbish or unused personal property of any kind.

- 3.7 The Society will be responsible for:
  - (a) paying all costs associated with the operation of the Premises including but not limited to electricity, gas, telephone, cable, internet service, cleaning supplies, replacement of light bulbs, operating maintenance of permanent equipment, security systems; archive storage, restoration and maintenance, display cabinets, office equipment, advertising and signage, enhancements to landscaping including the planting of flowers, operating supplies, contents insurance; and other supplies and equipment and services required to ensure the continued operation of a publicly accessible facility;
  - (b) performing and paying for all janitorial and cleaning services as required;
  - (c) paying for utilities including water, sewer and garbage collection;
  - (d) ensuring all ramps, walkways, pathways and entrances are kept free of snow and ice;
  - (e) maintaining a security system (alarm) and exterior security cameras as required by the property insurance underwriter;
  - (f) reporting to the Village in a timely manner any damage to the Premises;
  - (g) taking all reasonable precautions to ensure the safety of persons using the Premises;
  - (h) providing flowers, maintaining flower beds in a tidy condition;
  - (i) watering lawns according to the Village's waterworks bylaw.
- 3.8 The Society will, during the Term of this Agreement and any renewal term, take out, maintain and provide a copy to the Village at the Society's sole expense, comprehensive general liability insurance including coverage of liability for bodily injury, death and property damage occurring in or about the Premises in the amount of not less than Five Million Dollars (\$5,000,000) inclusive, for any one occurrence, and will include the Village and its elected officials, officers, employees, agents and others as additional insureds on said policy. On the Effective Date and at other times upon demand by the Village, the Society shall deliver to the Village certified copies of the policies of insurance required to be maintained by the Society under this Agreement. The Society shall ensure that all policies of insurance pursuant to this Agreement are placed with insurers licensed in British Columbia and are endorsed to provide the Village with at least thirty (30) days advance notice in writing of any cancellation or material change.

- The Society will promptly discharge any builders' lien which may be filed against the title to the Land relating to any improvements, work or construction that the Society undertakes on the Premises and will comply at all times with the *Builders Lien Act* in respect of any improvements, work or construction undertaken on the Premises. The Society acknowledges and agrees that, throughout the Term, the Village is entitled to file a Notice of Interest pursuant to Section 3(2) of the Builders Lien Act in the appropriate Land Title Office against title to the Land.
- 3.10 The Society must carry on and conduct its activities on the Premises in compliance with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force and to obtain all required approvals and permits thereunder and not to do or omit to do anything in, on or from the Premises in contravention thereof.
- 3.11 The Society will not mortgage or otherwise charge or encumber the Premises.
- 3.12 The Society will perform all of its obligations, covenants and agreements under this Agreement solely at its own cost.

# 4. Village Obligations

- 4.1 The Village will be responsible for insuring the Premises at all times throughout the Term.
- 4.2 The Village will be responsible for the repair and replacement of permanent equipment such as HVAC, lighting fixtures, roof, exterior cladding, doors, windows, toilets, sinks, and other components of the Premises. The Village has sole discretion on deciding on replacement necessity.
- 4.3 The Village will provide cutting, fertilizing, and weeding of lawns on the Lands.

# 5. <u>Alterations and Improvements</u>

- 5.1 The Society shall not, without first obtaining written approval from the Village, which approval may be withheld in the Village's sole discretion:
  - (a) make or cause to be made any alterations, additions or improvements or erect or cause to be erected any wall partitions or install or cause to install any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises provided however that temporary improvements such as equipment and other items may be installed in support of any event taking place at the Premises if such improvement or the removal thereof does not damage the Premises or any part thereof;
  - (b) injure the surfaces of any walls, ceilings, floors, doors or windows by or through the installation of any fixture, hanging, art works, or other property of any kind;

- (c) install in or for the Premises any special locks, safes, or apparatus for air conditioning, heating, illumination, refrigeration or ventilation equipment or systems.
- Any construction or alteration contemplated by the Society must first be approved in writing by the Village, and such construction or alteration must have plans depicting the alterations or improvements in accordance with all applicable legislation, together with an estimate of the costs of the alterations and improvements. The Village may withhold approval of such alterations and improvements at its discretion.

# 6. Access by Village

- 6.1 The Village may enter the Premises at all times and in a manner which does not unreasonably prevent the Society from complying with its obligations under this Agreement.
- The Village may enter the Premises at any reasonable time during business hours for any purpose and at any time during an emergency as determined by the Village.

# 7. Indemnification

- 7.1 The Society shall at all times and without limitation indemnify and save harmless the Village, its elected or appointed officials, officers, employees, contractors and agents to and from and against all liabilities, losses, costs, damages, legal fees, disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind, with respect to:
  - (a) any act or failure to act, as the case may be, of the Society and/or any of those persons for whom the Society is responsible at law (including without limitation any of the Society's employees, agents, contractors, invitees, attendees or volunteers);
  - (b) any breach, violation or non-performance of any representation, warranty, obligations, covenant, condition or agreement contained in this Agreement to be fulfilled, kept, reserved or performed, as the case may be, by the Society;
  - (c) personal injury or death or damage to any property, relating directly or indirectly to the Society's use or occupation of the Premises or to any part thereof;
  - (d) the alteration, postponement, interruption, cancellations or termination of any proposed or actual use of all or any part of the Premises by the Society or any other person or otherwise arising.

- 7.2 Notwithstanding anything in this Agreement to the contrary, neither the Village nor any of its servants, agents and employees, representatives or officers, as the case may be, shall, except as directly caused by the negligence of the Village, in any way whatsoever be liable or responsible for:
  - (a) any loss or damage of any nature whatsoever, howsoever caused, to any property belonging to the Society or to any other person while such property is in or about the Premises;
  - (b) any injury or death, howsoever caused, to any person while in or about the Premises;
  - (c) any special, incidental or consequential damages for loss of profits, for loss of goodwill, for loss of use, for loss of savings or revenue, costs of capital, or the claims of third parties arising in any way whatsoever (including, without limitation, arising by virtue of the fact that any or all utilities are not being supplied to the Premises or due to any existing or intended event not occurring at the Premises).
- 7.3 Further, the Society hereby waives and releases, on behalf of itself and those for whom it is responsible at law, any and all claims against the Village for any matter, cause or event as described in this section and the Society shall be forever estopped from advancing any such claims against the Village.
- 7.4 The Society accepts the Premises "as is" and acknowledges that it has had the opportunity to undertake such inspections, tests and surveys of the Premises as it considers necessary and that the Village has made no representations or warranties respecting the Premises, and that by entering into this Agreement, it is satisfied that the Premises are suitable for its purposes.

## 8. Default, Remedies, Termination

#### 8.1 If and whenever:

- (a) the Society shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any statute that may be in force for bankrupt or insolvent debtors or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver or receiver and manager shall be appointed for the affairs, business, property or revenues of the Society; or
- (b) the Society is dissolved, is subject to an application to wind up, or otherwise fails to remain in good standing under the applicable legislation pursuant to which it is incorporated, organized or otherwise created; or

- (c) the Society neglects or fails to observe, perform or comply with each and every of its covenants or obligations under this Agreement and shall persist in such neglect or failure after ten (10) days following written notice from the Village requiring that the Society cure such neglect or failure or, in the case of any such neglect or failure which would reasonably require more than ten (10) days to cure but could be cured within thirty (30) days; or,
- (d) the Society vacates or abandons the Premises or uses or permits or suffers the use of the Premises for any purpose other than the purpose permitted by this Agreement, and such default persists for five (5) days after written notice by the Village, the Village may:
  - (1) commence rectification as soon as reasonably possible within the said ten (10) day notice period and thereafter promptly and diligently and continually proceed to cure such neglect or failure;
  - in addition to and without prejudice to any other rights or remedies the Village may have hereunder or at law or equity (including, without limitation, injunctive relief), the Village may do all or any of the following, namely, enter upon the Premises, expel all occupants thereof utilizing such force as it may deem reasonably necessary for the purpose thereof, remove all property of the Society from the Premises and terminate this Agreement. The Society hereby releases the Village from all actions, proceedings, claims and demands whatsoever for or in respect of any action taken by the Village in the event of a default by the Society as aforesaid.
  - (3) The Village's remedies in this Agreement are cumulative and are in addition to any remedies of the Village at law or in equity. No remedy conferred upon or reserved to the Village is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.

# 9. Obligations of the Society on Termination or Expiry

- 9.1 Upon expiry of the Term of this Agreement or earlier terminations of this Agreement, and in addition to the other obligations of the Society as set forth herein, the Society shall, at its sole cost:
  - (a) vacate and leave the Premises and the Village's equipment, if any, and all fixtures in the same state and condition as it was in as at the Effective Date subject to only reasonable wear and tear, provided however that if any part of the Premises or the Village's Equipment, if any, is replaced, upgraded, or constructed upon after the Effective Date, then such part shall be left in the same state and condition as it was in immediately after such replacement, upgrade or construction, as the case may be, subject only to reasonable wear and tear thereafter; and,

(b) immediately surrender all keys to the Premises to the Village and shall inform the Village of all security system codes, combinations to locks, safes and vaults, if any, in the Premises.

# 10. Registration

Notwithstanding anything herein contained to the contrary, the provisions of this Agreement do not in any way whatsoever constitute or create an interest in all or any portion of Village owned property in favour of the Society. Neither the Society nor anyone on the Society's behalf or claiming under the Society shall register this Agreement or any instrument relating to this Agreement.

## 11. Notices

Except as otherwise described herein, any notice to be given by any party to the other party shall be delivered or mailed by pre-paid registered mail to the address of the party to whom it is intended as hereinafter set forth:

# (a) If to the Village:

Village of Chase 826 Okanagan Avenue, PO Box 440 Chase, BC V0E 1M0 Phone 250-679-3238 Fax 250-679-3070

Email: chase@chasebc.ca

Attention: CAO

# (b) If to the Society:

Chase Museum and Archives Society 1042 Shuswap Avenue, PO Box 160 Chase, BC V0E 1M0 Phone 250-679-8847 Fax 250-679-8826

Email: info@chasemusuem.ca

Attention: President

or to such other address as a party may from time to time direct in writing. Any notice delivered as aforesaid shall be deemed to have been received on the date of delivery and any notice mailed as aforesaid shall be deemed to have been received four (4) business days after the date it is postmarked. If normal mail service is interrupted by strike, slow-down, force majeure or other cause after the notice has been sent the notice will not be deemed to be received until actually received. In the event normal mail service is impaired at the time of sending the notice, then personal delivery only shall be effective.

# 12. <u>Survival</u>

The provisions of this Agreement, which, by their context are meant to survive the expiry or earlier termination of this Agreement shall survive the expiry or earlier termination of this Agreement, as the case may be, and shall not be merged therein or therewith and further, shall bind the parties accordingly.

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors, the assigns of the Village and the respective successors and permitted assigns of the Society.

In Witness, the parties hereto have executed this Agreement as of the date first above written:

Village of Chase, by its authorized	orized signatories:	
	•	
Mayor		
Corporate Officer	•	
Chase and District Museum its authorized signatories:	n and Archives Society, by	
Authorized Signatory	_	
Authorized Signatory		



Village of Chase Council PO Box 440, Chase, BC V0E 1M0

February 14, 2019

Dear Mayor and Councillors;

RE: Budget for 2019 Village of Chase Lakeside Summer Music Series

The Chase & District Festival Society (CDFS) is seeking a budget of \$19,000 from the Village of Chase to once again manage the Canada Day celebrations and Music on the Lake programming for 2019. As we mentioned in the 2018 Summary Report, we have increased the funding request, though it is still \$5,000 less than the first year that we took over management of these events. As the cost to organize Canada Day and Music on the Lake is greater than our request to the Village (see attached budget), we will continue to undertake our own fundraising efforts, including business sponsorship, grants, beer gardens, and 50/50 draws. The Village of Chase will be acknowledged as the title supporter for the 2019 Village of Chase Lakeside Music Series, and in addition to print, social media, and on-site recognition, the CDFS is very open to exploring other ways to ensure the Village is properly acknowledged.

CDFS is also seeking permission to allow for temporary road closures for the Canada Day parade. This would include a closure of street parking from 11am to 1pm along the business corridor of Shuswap Ave and a traffic closure from approximately 12pm to 1pm from Art Holding Memorial Arena, along Brooke Drive and then up Shuswap Avenue to the parking lot of Pharmachoice Food & Drug. We will once again work with the Citizens on Patrol and the Village to coordinate these closures to minimize impacts on citizens, businesses, and guests. Also, for July 1st, we would like to extend an invitation for Mayor and Council to attend the ceremonies currently scheduled for 2pm at the Joyce Dunn Theatre. Additionally we would like to once again arrange for the Summer Program staff to assist with the children's activities at the park from 2pm to 5pm on July 1st and from 5pm to 7pm on August 13th.

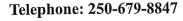
If you have any questions about our request, please let us know.

Thanks,

Brock Endean Secretary

# 2019 Estimated Expenses for Canada Day & Music on the Lake

	CANADA DAY	MOTL	TOTAL
Entertainment			
Sound	1500	6000	7500
Performers	2000	6000	8000
SOCAN	50	325	375
Green Rooms	50	200	250
Insurance/Licenses	250	250	500
Children's Activities	200	200	400
Marketing			
Posters/Flyers	50	50	100
Signs/Banners	0	300	300
Newspaper	200	400	600
Online	25	50	75
Security			
COP	200	400	600
Supplies/Decorations	150	100	250
Cake/Food	500	0	500
Parade	275	0	275
Fireworks	4000	0	4000
Misc.	100	200	300
Estimated Expenses	9550	14475	24025





Email: chasemuseumsociety@gmail.com

PO Box 160

1042 Shuswap Avenue Chase, BC, V0E 1M0

# The Chase and District **Museum & Archives Society**

February 20th, 2019

Joni Heinrich, Sean O'Flaherty, Members of the Chase Village Council Village of Chase PO Box 440 Chase, BC V0E 1M0

To all those concerned,

# RE: Grant-In-Aid for Chase and District Museum and Archives

We are requesting reimbursement to the sum of \$502.54 in the form of a Grant-in-Aid from the Village of Chase to cover the costs of the replacement of our HVAC condensate pump on August 23rd, 2017 by Westhighland Heating and Air Conditioning.

Thank you for your consideration of this request.

Sincerely,

Anne Lamoureux

President

Chase and District Museum and Archives

RECEIVED Village of Chase

FEB 2 0 2019

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(COPY) Anne to speak to Village office

Westhighland Heating & AirConditioning 07/2018 B.C

Invoice

Date Invoice # 23/08/2017 35820

4651 Cammeray Dr. Kamloops,

British Columbia

V2H 1N5 250-578-8329

Invoice To	
Chase District Museum 1042 Shuswap Ave Box 160 Chase, B.C. VOE 1M0	

P.O. No.	Terms	Project	r
	Due on receipt		

Qty	Description	Rate	Amount
	Service Call Replaced Condensate Pump 2.5 Hours labour and travel 371 25.1		478.61 478.6
	Condensate pump 107.36 GST On Sales  Position in the condensate pump 107.36  Condensate pump 107.36  Condensate pump 107.36  GST On Sales	29 TSD	478.61 478.6 5.00% 23.9
	ARE DUE WHEN SERVICE IS RENDERED	·	

ALL ACCOUNTS ARE DUE WHEN SERVICE IS RENDERED

**Total** 

\$502.54

Chase and District Museum and Archives Society						
Organization Revenue and Expenses						
LG# 108264						
20 # 100201						a room Dudmet
Revenues	2017	/2018 Actual	201	8/2019 to Date		19/2020 Budget
Gaming Grant	\$	15,000.00	\$		\$	15,000.00
Gaming-Ticket Raffles	\$	5,306.00	\$	6,000.00	\$	5,000.00
Canada 150 Caim Grant	\$	15,911.26			_	7,500.00
Federal Summer Student Grant	\$	7,259.00	\$	7,500.00	\$	8,500.00
Fundraising	\$	8,605.96	\$		\$	2,000.00
Donations	\$	1,724.81	\$	2,000.00	\$	2,500.00
Gift Shop	\$	1,427.74	\$	2,500.00	\$	2,500.00
Interest Earned	\$	22.13		200.00	•	600.00
Membership	\$	590.00	\$	600.00	\$	41,100.00
Sub-Total	\$	55,846.90	\$	42,100.00	\$	41,100.00
040						
In-Kind Income					_	1,000.00
Labour	\$	10,000.00	\$	1,000.00	\$	1,000.00
Material	\$	2,500.00	\$	1,000.00	\$	NAME AND ADDRESS OF THE OWNER, WHEN PERSON NAMED IN COLUMN 2 ADDRESS O
Total	1\$	68,346.90	\$	44,100.00	\$	43,100.00
						2
Expenses			-			200.00
Advertising	\$	54.23	\$	200.00	\$	1,000.00
Amortization	\$	1,184.71	\$	1,000.00	\$	120.00
Bank Charges	\$	112.77	\$	120.00	\$	120,00
Caim	\$	13,281.23	_	1 000 00	0	1,000.00
Exhibits/Programs	\$	204.88		1,000.00	\$	6,500.00
Fundraising	\$	6,528.51	\$	6,500.00	\$	1,000.00
Gift Shop Purchases	\$	552.17	THE OWNER OF TAXABLE PARTY.	1,000.00	\$	1,600.00
Insurance	\$	1,500.00		1,600.00	\$	1,000.00
Maintenance	\$	1,527.84		1,000.00	\$	500.00
Memberships	\$	312.50		500.00 1,000.00	\$	1,000.00
Office Supplies	\$	2,788.48	\$	500.00	\$	500.00
Security System	\$	295.74	-	300.00		300.00
Sundry	\$	155.28			-	20,000.00
Wages and Benefits	\$	22,725.87		20,000.00 6,000.00	-	6,000.00
Utilities	\$	4,972.37			-	40,720.00
Sub-Total	\$	56,196.58	\$   \$	40,720.00	\$	40,720.00
In-Kind Expenses 1 000 00 1 \$ 1 000 00						
Labour	\$	10,000.00	The Person Name of Street, or other Designation of the Person of the Per	1,000.00		1,000.00 1,000.00
Material	\$	2,500.00		1,000.00		Name and Address of the Owner, where the Party of the Owner, where the Party of the Owner, where the Owner, which is the Owner,
Total	\$	68,696.58	3   \$	42,720.00	\$	42,720.00
Surplus/Deficit		-\$349.6	8	\$1,380.0	0	\$380.0
On bina, Delicit						

# THE RESERVE OF SHAPE OF SHAPE

### **VILLAGE OF CHASE**

#### Memorandum

Date:

February 21, 2019

To:

**Mayor and Council** 

From:

CAO

RE:

**Charge North – EV Charging Station funding for Local Governments** 

Under the CleanBC Strategy, the Province of BC has committed to introducing regulation mandating that by 2040 every new car sold in BC will be electric.

The Community Energy Association is a charitable non-profit society whose mission is to build capacity and accelerate action on climate and energy collaboratively with local governments. This multi-partner association originated in 1993 as an advisory group to the BC Energy Council. In 1995 a memorandum of understanding between BC Ministry of Municipal Affairs, the Ministry of Energy, Mines and Petroleum Resources and UBCM recognized the important role of local governments in creating energy efficient communities.

In 2003 the committee incorporated as the Community Energy Association whose board is constituted from member organizations including governments, transit authorities, utilities and other organizations.

Programs provided by the CEA include a forum for dialogue and education on sustainable energy issues; building capacity of municipalities and First Nations on energy sustainability activities; research, develop and provide community energy planning tools on land use, transportation and buildings; facilitate community energy implementation activities related to infrastructure, alternative energy and other initiatives; encourage active engagement of communities in energy sustainability by recognizing leadership in community energy; build public awareness on community energy sustainability through educational activities; and provide referral services to organizations on resource availability for sustainable energy solutions.

Currently the CEA is moving forward to secure funding for the Charge North Rural EV Network in March 2019. Details are as follows:

- Funding is being sought to create a full Level 2 Network of up to 120 charging stations through the Clean BC Community Fund Grant
- This funding stream provides for 73% of capital funding, CEA is asking local governments to contribute between 11% and 23% of the total project costs
- Costs for each local government would be a one-time contribution of between \$2500 and \$5000 per station depending on external funding
- This contribution would buy each community the equipment, installation, a 5-year warranty program including operations and maintenance and cover the annual networking fees for 5 years (total costs \$14,000 for a contribution from the local government between \$2500 and \$5000)

In 2015, the Village of Chase entered into an arrangement with BC Hydro for the installation of an Electric Vehicle charging station (which is situated in the parking lot area to the west of the Chamber of Commerce building). BC Hydro paid for the installation and in August 2016 the unit was activated with the Village paying the costs for electricity.

On average, the costs for electricity paid for by the Village of Chase was on average almost \$500 a month (\$6000 a year). The promise originally from BC Hydro was that the station would be cost neutral with minimal usage, and with more usage the Village would generate revenue. This did not come to fruition, and late in 2018 the Village negotiated with BC Hydro to reclaim ownership and all costs associated with the unit – as of the middle of January 2019, the Village is no longer responsible for any costs associated with the unit.

This current request from the Community Energy Association appears that it would be a lower cost for the Village over a 5 year period, approximately \$1000 per year to obtain a second car charging station. There is a 5 year warranty period, after which cost responsibility is unknown.

#### RECOMMENDATION

That Council deny the request from the Community Energy Association to participate at this time in the Charge North Rural EV Network at a one-time cost of \$5000 for a Level 2 charging station in a 5 year arrangement.

Respectfully submitted,

Jonisteinuch

# **Electrifying Northern and Central BC for EV Travel**



# A Feasibility Study for a Highway 16/97/5 EV Charging Network

# **Background**

The Highway 16/97/5 Electric

Vehicle (EV) Network Feasibility

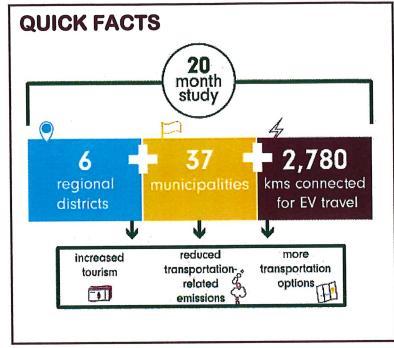
Study is a community-led project, directed by six regional governments, with planning and implementation facilitated by the Community Energy Association.

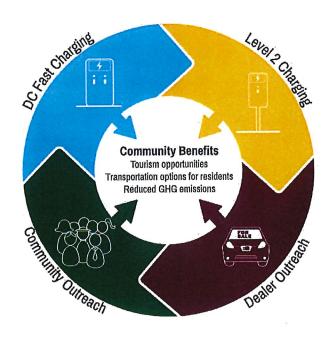
The project engages 43 local governments from south of Kamloops to Haida Gwaii in order to develop an electric vehicle (EV) charging station network of over 2,780 kms.

The project builds upon lessons learned from both Accelerate

<u>Kootenays</u> and Southern Alberta EV Collaboration, both community-driven approaches to electrifying rural areas.

The project also complements the Province of BC's CleanBC Plan launched in December 2018, which will require 100% of vehicles sold in BC to be zero-emission by 2040.





# **Benefits of an EV Network**

The network will be designed to:

- support local priorities
- decrease community-wide greenhouse gas emissions
- drive economic development through EV tourism
- increase transportation choices for corridor residents and businesses and
- reduce transportation costs and vehicle maintenance for new EV owners

# **Work in Progress**

Since May 2018, the project team and Advisory Committee have been:

Establishing Community Priorities;

- Getting to know stakeholders across the study area including locally elected officials, staff, community groups, businesses, EV drivers and First Nations.
- Developing a project brand for the network Charge North EV Network

Increasing awareness and Capacity;

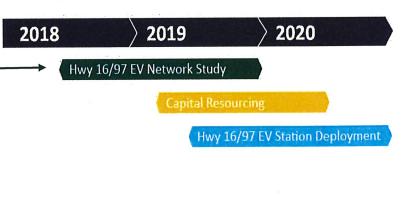
- Hosting and attending EV Readiness Workshops and public Ride and Drive events
- Working closely with regional tourism associations

Planning and Impact Modelling;

- Mapping out the network of charging stations required for safe and reliable travel on the major routes in the study area
- Estimating project impacts for greenhouse gas emission reductions, energy use and financial savings in the overall study area
- Developing a draft capital plan for the full *Charge North* network

# **Project Timeline and Future Deployment**

From May 2018 to December 2019, this planning study will lay the foundation for accelerating EV adoption in northern and central BC. This will include facilitating a comprehensive charging network of both Direct Current Fast Charger (DCFC) and Level 2 charging stations, car dealership outreach, and public awareness and education.



# The CleanBC Plan and Implications on the Project

December 2018 saw the release of the CleanBC Plan by the Province of BC, with its ultimate goal being to accomplish 75% of the Province's 2030 GHG reduction goal. The plan has four pillars, one of which is Cleaner Transportation. Within that pillar, a new zero-emission vehicle (ZEV) standard was set along with other initiatives for accelerating EV adoption in BC:

- A target of 10 % new light-duty passenger vehicle sales in B.C. will be zero-emission vehicles by 2025, increasing to 30 per cent by 2030 and 100 per cent by 2040.
- Incentive programs to bring down the price of EV's for BC residents
- A commitment to more than double the number of DCFCs from 71 to 151

Funding for Level 2 stations available to local governments and First Nations

Community Energy Association will be preparing for grant opportunities through the *CleanBC Community Fund* to finance the Level 2 network and discussing priorities and contributions from local governments and other match funders to leverage available provincial funding.

# Stay current.....

Get involved in EV planning in your region! Learn more at the upcoming Charge North presentations:

• Climate Leadership 101 - LGLS EOS Series

All 10:30 am - 12 pm & 2:45 - 4:45 pm

Richmond: January 17

- Richmond: January 18

Kelowna: January 24

- Prince George: February 1



- EV Readiness Workshop for Planners PIBC Central-Northern Chapter Event Prince George, March 14 (TBC)
- Interior Local Government Association (SILGA) AGM & Convention Penticton, April 30 – May 3
- North Central Local Government Association (NCLGA) Conference Williams Lake, May 9-10

## May 9

- EV Ride & Drive; 2:30 4:30 pm
- Charge North EV Workshop; 3:15 4:30 pm

#### May 10

 2020 and Beyond: Working Together towards a Clean Growth Future for Northern and Central BC Communities; 2:00 – 4:00 pm

## **Contact Us**

For more information about this project, contact Janice Keyes with Community Energy Association at <a href="mailto:ikeyes@communityenergy.bc.ca">ikeyes@communityenergy.bc.ca</a> or 604-628-7076, ext. 705.

# **Project Partners**

The following organizations are proudly supporting the study: The Federation of Canadian Municipalities' Municipal Climate Innovation Program (MCIP) and six Regional Districts - North Coast, Kitimat-Stikine, Bulkley-Nechako, Fraser-Fort George, Cariboo, and Thompson-Nicola.











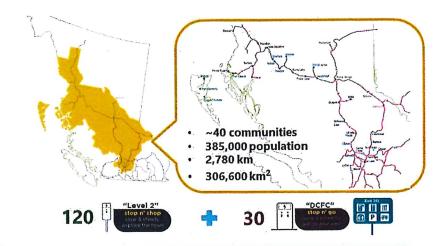




# Highway 16/97/5 – Electric Vehicle Network Funding Requirements for Local Governments

# Capital Plan for the Charge North Network

A network of EV charging stations that allows drivers to travel safely and reliably across the six regional districts in the study area requires approximately 30 Direct Current Fast Chargers (DCFCs) and 120 Level 2 charging stations, along with extensive community and car dealer engagement.



# TOTAL INVESTMENT

Includes deployment of approximately 30 DCFC stations and 120 Level 2 stations, outreach, marketing and project management

\$5.3 M

Hida Gwai | Lector TBD | Lector

The map shows Phase 1 DCFCs that are currently funded and under planning/ construction by BC Hydro and the Ministry of Transportation and Infrastructure (MoTI) on Highways 97 and 5. The timing of Phase 2, primarily DCFCs along Highways 16 and 97N, depends on when funding is secured. Both agencies cover DCFC equipment, installation, operations, maintenance and network fees. There is typically no cost to local governments' working with BC Hydro to host a DCFC on municipal land, just basic

site maintenance and snow removal.

## DCFC

30 @ \$100K per station

Community Support & Site Selection

Total

\$3 M

\$100K

\$3.1 M

1

The project will be looking for capital funding to support the installation of approximately 120 Level 2 stations in the *Charge North* network.

- Recently announced grant opportunities through the Province's \$63 million CleanBC Community Fund
  offers up to 73% to finance Level 2 charging stations and additional, parallel grant programs are
  expected in the spring.
- Match funding for the remaining 27% might include Northern Development Initiative Trust, corporate and industry sponsors as well as local government contributions.
- Each of the six regional districts contributed \$9,000 towards the current planning study but this does not cover capital costs for installing EV charging stations.

# **LEVEL 2**

120 @ \$14K per station

Project Mngmt. & Engagement

**Total** 

\$1.7 M

\$500K

\$2.2 M





# Key Features of Level 2 Chargers:

- Estimated unit & installation cost is ~ \$10,000
- 15-30km range per hour of charging
- Best suited for plug-in while visiting shops, cafes, sites, hotels, etc. or residents while at work
- Key infrastructure to encourage extended visits to community amenities
- Requires 220 volt/15-110 amp, dedicated electrical circuit (similar to a dryer/fridge)
- Accessible to most Battery Electric Vehicles (BEV) and Plugin Hybrid Electric Vehicles (PHEV)



#### **Key Features of DCFC Chargers:**

- Estimated unit & installation cost is ~ \$100,000
- 20-30 min charge = 80% full battery
- Best suited for travel along corridors/major highways
- Key infrastructure to encourage out-of-town visits as they reduce range anxiety, are conveniently located for 'pit stops' and charge quickly
- Requires 480 volt electrical circuit
- Accessible only by Battery Electric Vehicles (BEV)

<sup>\*</sup>Please note that Tesla Superchargers are propriety fast charging stations only compatible with Tesla cars, however, Tesla vehicles that have purchased an adapter are able to charge at any Level 2 or DCFC.

Level 2 stations are easy to install on a wall, side of building, or on a freestanding pedestal. A site inspection will determine what configuration is best for safety, security and access. Examples of Level 2 charging stations — wall

mounted (L), free standing (R):



Benefits of hosting a Level 2 Charger					
•	<ul> <li>Increase tourist visits to community</li> </ul>				
•	Encourage visits to local amenities				
•	<ul> <li>Inclusion in project advertising</li> </ul>				
•	<ul> <li>Increase length of stays</li> </ul>				
•	Low cost				
•	GHG emissions reduction				
•	Accelerate local EV adoption				

# Cost of Installation & Partner Responsibilities

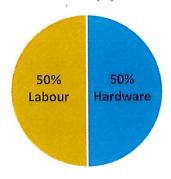
Level 2 chargers are easily installed by an electrician indoors or outdoors. While the net cost of the unit and installation is approx. \$10,000, the total cost to a community will likely range between \$2,500 - \$5,000 per station, plus any in-kind contributions. The factors determining final cost include:

- distance to breaker box, and/or need for 240 volt dedicated electrical circuit/appropriate wiring
- cost of labour
- additional capital funding available to the full network
- availability of subsidies

### The *Charge North* project is responsible for:

- Equipment procurement process
- · Contracts and agreements
- Infrastructure cost
- Installation management & cost
- All directional signage
- Marketing and communications
- Site assessments
- Operations, maintenance, warranty and annual network fees for 5 years

## Distribution of equipment costs:



#### The host community is responsible for:

- Costs associated with providing power\*
- Day-to-day site maintenance (e.g., plowing)
- Dedicated space and parking spots (ideally 2)
- Operations, maintenance and annual network fees after 5 years, if desired
- Future replacement, if desired. (life expectancy of the station is ~ 14 years if used 2 times/day, according to equipment supplier)

Note\* the average cost of a Nissan Leaf is approximately \$0.50 for 1 hour of charging

# Maintenance & Repair

Level 2 chargers typically do not require ongoing maintenance, but an annual budget of approximately \$300 in event of electrical problems is typically recommended. *Charge North* expects to bundle all costs for the Level 2 network so that it only requires a one-time local government cost of approximately \$2,500 - \$5,000 per station (depends on external funding). Per station, that contribution will buy you equipment (\$5,000), installation (\$5,000), a 5-year warranty program, including operations and maintenance (\$3,000) and cover the annual networking fees for 5 years (\$1,000). A local government will contribute a one-time cost of 18 - 36% per Level 2

station. A 5-year warranty for parts and labour typically covers failures of the equipment not associated with improper use or abuse (vandalism).

# **Frequently Asked Questions**

What parking requirements should I consider? It is recommended to have 2 EV-only parking spots per charger. This way if someone is done charging but enjoying a lunch or shopping, another driver can park beside and use the charger. Signage to indicate EV-Only will be supplied and installed by the *Charge North* program.

How much does it cost for a car to charge a Level 2 station? The majority of cars using your Level 2 station will be topping up while they shop or eat. The cost in electricity to charge a car for 1 hour is approximately \$0.48 depending on the EV model. (source: www.pluginbc.ca)

How safe are electric car chargers? Charging stations are safe to the public as no electrical current passes out of the charger until it is connected to a car. A robust aluminum enclosure ensures water tightness in rain and snow. Stations are CSA evaluated for Canada.

How can local governments fund their portion of Level 2 charging stations for the *Charge North* network? We anticipate that the local government contribution for Level 2 chargers will likely range between \$2,500 - \$5,000, depending on other funding sources. Communities may consider funding this cost through general revenue, as an economic development services for an Electoral Area, or through an internal climate fund or CARIP funds, for example. Using the Gas Tax Community Works Funds could also be a funding option for a municipality fully funding their own Level 2 station, but it is not an option if a portion of the project funding comes from the *CleanBC* Community Fund.

What happens after 5 years? Charge North is working to bundle all costs, including operations, maintenance and network fees, into the project funding plan so that local governments need only to budget a one-time contribution, per Level 2 station, for a 5-year term. After 5 years, local governments will need to review their experience and determine the best approach for ongoing maintenance. It is possible that the EV world will look quite different in the next 5-10 years, and we anticipate greater redundancy between DCFCs and Level 2 stations, providing more reliability in any one area.

# **Next Steps**

In the next few weeks, CEA will be working with each municipality and regional district in the study area and asking for input on a survey that asks each community to identify how many Level 2 stations they would like to host, and if that varies with different funding scenarios. We suggest that communities consider Level 2 stations during their 2019 budget meetings. Next steps include:

- Local governments Level 2 station survey and budget considerations
- CEA capital sourcing and grant writing
- CEA and Advisory Committee equipment selection, through a competitive RFP process
- CEA and local governments Level 2 station site selection with guiding principles such as close to amenities, local economic development opportunities, photo op background to highlight community features, building electrical capacity (240V@40a) and more....

The last page of this document includes a few Level 2 installation case studies from our recent <u>Accelerate</u>

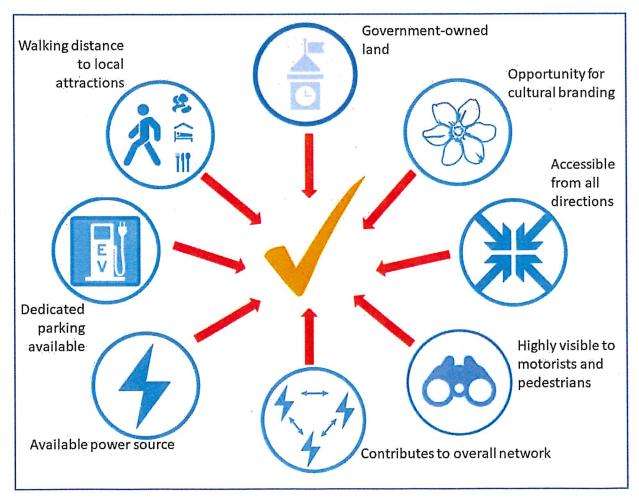
<u>Kootenays</u> project to highlight some unique ways that communities choose to meet local priorities. There are many ways to make this work for your community and here are some questions to kick start your discussions....

# **Discussion Questions**

- Discuss your Council or Board's commitment to installing Level 2 stations in your community. This will include a financial contribution, a dedicated EV parking spot, or two, and minimal electricity costs.
- Consider how many Level 2 stations you would want if local governments provide the full match funding of 27% per station to the 73% *CleanBC* grant, approximately \$5,000 per station.
- How many stations would you want if the 27% match is split between local governments (\$2,500) and other funders such as trust or corporate sponsors (\$2,500)?
- Start a list of potential locations that can show case your community amenities and maximize the benefits of EV tourism.

# **Considerations for Level 2 Station Siting**

Your initial discussions about where to locate Level 2 stations in your community should focus on the guiding principles noted in the diagram below. The land must be owned by your municipality or regional district. To maximize community benefits sites should be close to amenities, provide opportunities for local economic development and possibly offer a unique "photo op" background to highlight a key community feature.



# Case Studies from the Accelerate Kootenays Project Leveraging Level 2 Station Installation

For the Accelerate Kootenays rural EV network, the average installation in 2018 was between \$6,000 and \$8,000 per Level 2 station (install cost only, excludes cost of unit, which was \$4,500 for a networked Flo SmartTwo charger). For this project, no install went below \$6000, as each station needed an electrician onsite and some modification to electricity supply and wall installs ended up being only marginally cheaper than free standing.

# **Case Study 1: Kimberley (installation in progress)**

The City of Kimberley leveraged the installation of a single charger to install two additional Level 2 stations. As a municipality, they had prioritized the support of electric vehicles and are creating a bank of three chargers, paying for two additional chargers (\$9,000 + networking fees).

# **Case Study 2: Ktunaxa Nation**

The Level 2 station at the Ktunaxa Nation Government Building was the most expensive in the project for a single charger, costing \$18,000. The site hosts were able to source funding to ensure the station was in a prominent, easily accessible spot. The funding covered considerable work to the electrical panel as well as significant amount of trenching to bring wires from the panel to the main parking lot.

The added incentive to invest in moving the charger to this spot was to collaborate with a solar



array installation on the building. The visibility of the charger along with the solar array was a draw for the funder to support the additional cost and supported the Ktunaxa's priority of clean energy.

# Case Study 3: Golden



Accelerate Kootenays planned to install one DCFC and a one Level 2 station in Golden, but given it's prominent, vital location for travel along Highway 1, MoTI saw an opportunity to demonstrate what a charging "hub" could look like. Three additional Level 2 stations were installed with wiring pulled for the installation of an additional four Level 2 stations. It was more cost effective to complete wiring in preparation for further stations at the time of existing work, rather than initiate new work one year in the future. This install added \$30,000 in installation costs, versus \$64,000 if each of the 8 units were to be installed separately at different times.

# Survey questions for the Charge North EV Network

As directed by the *Charge North* Advisory Committee, CEA will be preparing a grant application on behalf of the six regional district partners, for a March 27, 2019 intake and we need input from each municipality and regional district in the project area to move this forward.

The grant application will bundle all costs for the *Charge North* Level 2 network so that it only requires a one-time local government cost of approximately \$2,500 - \$5,000 per station. The total project costs for a full network of 120 Level 2 stations, across six regional districts, is approximately \$2.2 million. Per station, that contribution will over the costs listed in the table below.

Item	Cost per station	Project-level	Number of	Total Costs
~		Costs	Stations	
Equipment	\$5,000		120	\$600,000
purchase				
Equipment	\$5,000		120	\$600,000
installation				9
5-year operations,	\$3,000		120	\$360,000
maintenance and	y.			
warranty package				
5-year station	\$1,000		120	\$120,000
network fees				
Project		\$500,000		\$500,000
management and				
site assessment				
support				
Total costs	\$14,000			\$2,180,000

The CleanBC Community Fund provides up to 73% of the total eligible project costs. CEA is working to secure match funding for the remaining 27% and this may result in contribution range for local governments between \$2,500 and \$5,000.

Funding	Total	CleanBC	Local govt. %	Other match	Local
Scenario	budget	%		funder %	government
					cost per station
Α	\$2.2 M	73%	27%	0	\$4,950
В	\$2.2 M	73%	14%	13%	\$2,566

We are asking regional district Boards to indicate if they wish to fund Level 2 stations outside of municipal boundaries, on reginal district land. Municipalities will determine and ultimately co-fund, how many Level 2 stations they wish to fund within their own boundaries, on municipal property, from their own budgets.

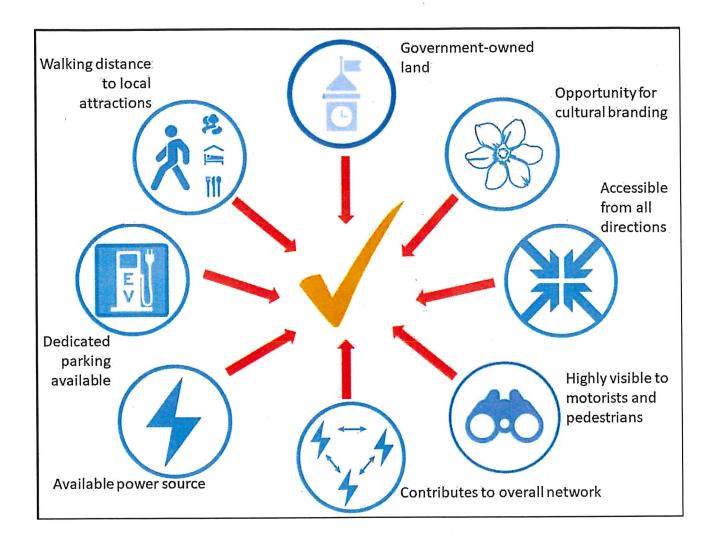
Please discuss the questions below and go to the survey link to submit your final answers by February 25, 2019. See page 3 of this document for siting considerations for Level 2 stations.

## **Survey Questions:**

- 1. Under Grant Scenario A, the total project funding would be split by *CleanBC* (73%) and local governments (27%). The cost to local governments per Level 2 station would be approximately \$5,000. In this scenario, how may stations would your community be interested in co-funding?
- 2. Under Grant Scenario A, what general locations would you like to suggest for further evaluation. Please see page 3 of this document for a list of considerations for siting a Level 2 station. Please note, it is a requirement of the CleanBC grant to locate stations on property owned by your local government.
- 3. Under Grant Scenario B, the total project funding would be split by *CleanBC* (73%), local governments (14%) and one or more additional match funders (13%). The cost to local governments per Level 2 station would be approximately \$2,500. In this scenario, how may stations would your community be interested in co-funding?
- 4. Under Grant Scenario B, what locations would you like to suggest for further evaluation. Please note, it is a requirement of the *CleanBC* grant to locate stations on property owned by your local government.
- 5. Does your community have any street revitalization projects that will be under construction in the next 2 years?
- 6. Please a primary contact for CEA to connect with during the grant preparation if questions arise.
  - a. Name
  - b. Title
  - c. Department
  - d. Email
  - e. Phone number

**Survey Link:** Please use this survey link to submit your final answers by February 25, 2010. https://www.surveymonkey.com/r/Q5PQ6NG

## Siting Considerations for Level 2 Stations:



#### **Contact Us:**

Please contact Janice Keyes at Community Energy Association at <a href="mailto:ikeyes@communityenergy.bc.ca">ikeyes@communityenergy.bc.ca</a> or 604-561-0646 with any questions. Thank you on behalf of the **Charge North** project partners.















Sun Valley Housing Society

#49 – 217 Shepherd Road, Chase, BC, V0E 1M1 Phone:250-679-8059

Email: <a href="mailto:sunvalleyhousing@cablelan.net">sunvalleyhousing@cablelan.net</a>

RECEIVED Village of Chase

JAN 25 2019

Mayor and Council Village of Chase PO Box 440 Chase, BC V0E 1M0

January 22, 2019

Dear Mayor and Council;

Re: Storm Drainage Issues at Sun Valley Housing

Further to the attached letter from Jack Friesen, it should be noted that Sun Valley Housing has a pit system to deal with storm drainage. Even though these pits are maintained, they do get saturated and flooding does occur during rain storms and winter run-off.

It is because of this flooding that Sun Valley Housing requests that it be considered and included in any future storm drainage improvements that are being planned for the immediate area. (eg; the upcoming road redevelopment planned for Brooke Drive, etc). It would also appreciate any other suggestions to deal with this issue.

Yours-truly,

Guy Ramsay

Chairman, Sun Valley Housing

copy: Ministry of Transportation & Infrastructure, Mike Lorimer, Regional Director, 447 Columbia St., Kamloops, BC, V2C2T3

TNRD, #300-465 Victoria St., Kamloops, BC, V2C2A9

Nov 28/18

Board of Directors
Sun Valley Housing

I have some concerns about the storm drains in and around Sun Valley. Maintenance at SVH has done its due diligence by keeping our drains cleaned out, but the drains on Shepherd Road and the drain in the gravel portion of the Arena lot are becoming problematic. With the slightest amount of rain they fill to overflowing. On Shepherd Road the water covers a third of the road on either side. Also on the north side the grate and cement work are caving in. The Arena lot gravel portion becomes a lake which is extremely slow to drain away, and vehicles are driving through this lake creating mud that is going into the drain.

I spoke to the owner of the Hydro-Vac and he informed me that the drain field in the arena lot cannot be located. Continuing to Hydro-Vac is no longer an effective option. The Village must put in adequate drainage for this area as the integrity of sidewalks, roadways and parking are in jeopardy of caving in or sinkholes in Sun Valley. We have already experienced sinking due to poor drainage.

My suggestion is for the Board to write a letter to the Village of Chase asking them to address this issue.

Sincerely

Jack Friesen



# Minnie Kenoras

February 5, 2019

Minnie Kenoras and Patricia White 2639 Squilax Anglemont Rd. Lee Creek, BC V0E IM4

Dear Friends,

Thank You for taking the time to read this.

As some of you know, we two Women have been on a long Journey through Life as well as through this beautiful Secwepemc Lands and Waters in the past few years.

We have been documenting our travels to be able to share the knowledge and wisdom of the Original People of this land; the ways they lived here prior to contact with Europeans, and the ways which are still possible to live a good life from knowing the Land and Water; what is available still: Our Garden: Earth.

We are now planning to set up a Cultural Space in the Village of Chase, BC; a Gathering Place for people from all surrounding areas to come and share stories, teach and learn knowledge, skills and language; share ideas and concerns with each other, strengthen our local communities together.

We have located a building which is for sale and are requesting assistance with purchasing it for this purpose. This is a brand new venture and any help which you can provide, whether monetary or advice, is greatly appreciated.

Sincerely yours,

Minnie and Patricia

RECEIVED
Village of Chase

FEB 2 0 2019

Minnie: 250 463 3479 Patricia 250 463 3313