



AGENDA

Regular Meeting of the Council of the Village of Chase
to be held virtually on
Tuesday, March 9, 2021 at 4:00 p.m.

1. CALL TO ORDER

2. ADOPTION OF AGENDA

Resolution:

“THAT the March 9, 2021 Village of Chase Regular Council meeting agenda be adopted as presented.”

3. ADOPTION OF MINUTES

3.1 Minutes of the Regular meeting of Council held February 23, 2021 Pages 1-6

Resolution:

“THAT the minutes of the Regular meeting of February 23, 2021 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 Telecommunications Tower at 530 Aylmer Road

Selina Knorr, neighbourhood representative, will share the neighbours' concerns.

7. REPORTS

a) Mayor and Council Reports

b) Staff Reports

Pages 7-12

8. UNFINISHED BUSINESS

8.1 Ministry of Transportation and Infrastructure – Chase East

Pages 13-40

Memorandum from the Corporate Officer

Recommendation:

“THAT the Village of Chase enter into a Letter of Agreement with the Ministry of Transportation and Infrastructure; AND,

THAT the Mayor and Corporate Officer be authorized to execute the agreement on behalf of the Village of Chase.”

- 8.2 Municipal Ticket Information Bylaw Amendment – Fire Regulations Pages 41-44
Council passed a resolution on October 13, 2020 to implement ticketing options for fire safety deficiencies as another tool to gain compliance.

Recommendation:

“THAT Village of Chase Municipal Ticket Information Amendment Bylaw No. 898-2021 be given first reading”

Recommendation:

“THAT Village of Chase Municipal Ticket Information Amendment Bylaw No. 898-2021 be given second reading”

Recommendation:

“THAT Village of Chase Municipal Ticket Information Amendment Bylaw No. 898-2021 be given third reading”

8.3 Interior Health Immunization Clinics in Chase

The Village has received a request from the Chase & District Health Centre for use of the Community Hall for phase II of the COVID-19 vaccine rollout beginning as early as March 18, 2021.

Recommendation:

“THAT the Community Hall be opened only for purposes of administering COVID-19 vaccines, and that all fees be waived.”

9. NEW BUSINESS

None

10. NOTICE OF MOTION

11. IN CAMERA

None

12. RELEASE OF IN CAMERA ITEMS

At Council's January 26, 2021 In Camera meeting, Council agreed that the Village would purchase a plaque in memoray of Sandra Welton's mother, and would pay to have the plaque intalled on an existing bench in Chase.

This action was taken after comments made at a public Council meeting on Novemeber 24, 2020 were offensive to Ms. Welton and were in her opinion detrimental to her storage business on VLA Road.

13. ADJOURNMENT

Resolution:

“THAT the March 9, 2021 Village of Chase Regular Council meeting be adjourned.”



Minutes of the Regular Meeting of the Council of the Village of Chase
held virtually on
Tuesday, February 23, 2021 at 4:00 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

Public Participants: 4

1. CALL TO ORDER

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

2. ADOPTION OF AGENDA

Moved by Councillor Scott

Seconded by Councillor Lauzon

"THAT the February 23, 2021 Village of Chase Regular Council meeting agenda be adopted as presented."

CARRIED

#2021/02/23_001

3. ADOPTION OF MINUTES

3.1 Minutes of the Regular meeting of Council held February 9, 2021

Moved by Councillor Torbohm

Seconded by Mayor Crowe

"THAT the minutes of the Regular meeting of February 9, 2021 be adopted as presented."

CARRIED

#2021/02/23_002

4. PUBLIC HEARING

None

5. PUBLIC INPUT ON CURRENT AGENDA ITEMS

Carolyn Parks-Mintz, of 813 Okanagan Avenue, submitted comments lending her support for the conversion of the elevator shaft at the Chase Fire Hall to a hose drying tower.

6. DELEGATIONS

6.1 Ministry of Transportation and Infrastructure – Chase West to Chase Creek Bridge

The MoTI project team, led by Lindsey LeBlanc, Assistant Project Manager, updated Council on the Chase Creek Road to Chase West phase, and the Chase West to Chase Creek Bridge phase. Mr. LeBlanc explained that the MoTI team has spoken with many residents and business operators about the proposed changes, and positive feedback has been received. He also explained that working with the Village's Administrative team, all project engineering challenges have been overcome.

6.2 Proposed Telecommunications Cellular Tower – Aylmer Road

Brian Gregg, SitePatch Consulting Ltd. (for TELUS) spoke to the rationale, the benefits, and the consultation process of a proposed telecommunications tower at 530 Aylmer Road. He asked that Council permit him to proceed with a public process to obtain feedback from the community before he readdresses Council regarding the siting of a tower.

Moved by Mayor Crowe

Seconded by Councillor Scott

“THAT SitePatch Consulting Ltd. be permitted to proceed with the referral process including newspaper advertising, related to a proposed telecommunications tower at 530 Aylmer Road.”

**CARRIED
#2021/02/23_003**

7. **REPORTS**

a) Mayor and Council Reports

Mayor Crowe

- February 11 – Attended a Special meeting of Council to discuss the Operating Agreement for Art Holding Memorial Arena with the Chase Recreation Society
- February 17 – Attended the Community Hall to witness the flood damage. Spoke with Maureen MacDonald of the Chase Food Bank to gain an understanding on how the water damage affected them
- February 18 – Attended a TNRD Board meeting
- February 19 - Attended a TNRD Committee of the Whole meeting

Councillor Lauzon

- February 10 – Met with the members of the Chase Recreation Society to discuss the pending Arena Operating Agreement
- February 11 – Attended a Special meeting of Council to discuss the Operating Agreement for Art Holding Memorial Arena with the Chase Recreation Society
- February 14 – Engaged some residents with concerns about the proposed residential uses on the Arena lands
- February 14 – Was made aware of an unsightly property uptown
- February 15 – Met with CAO Heinrich to discuss some citizen concerns about the proposed residential uses on the Arena lands
- February 18 – Met with a resident to share the information that CAO Heinrich provided me regarding the Oncore senior housing project
- February 19 – Followed up and addressed the unsightly uptown property concern. Assured the individual that the issue is being addressed.
- February 20 – Discussed the COVID19 funding with the Chase Legion Treasurer
- February 20 - Discussed with the Chase Hamper Society Chair a collaboration attempt to bring local service groups together to communicate, share ideas, and possibly form partnerships

Councillor Scott

- February 11– Attended a special meeting of Council and Recreation Society regarding the Partnering Agreement
- February 22 – Attended an Adams River Salmon Society meeting

Councillor Torbohm

- February 11 – Attended a Special meeting of Council to discuss the Operating Agreement for Art Holding Memorial Arena with the Chase Recreation Society
- February 15 – After receiving information of the Community Hall flooding, I advised CAO Heinrich. A water line feeding a sink burst and water leaked into the basement
- February 16 – Assisted the Chase Food Bank at the Community Hall to help clean up from the flood and raise anything up off the floor
- February 19 - received a complaint from a citizen regarding an issue over the cemetery bylaw 608-2001. Discussed same with the CAO and review the details of the entire bylaw
- February 22 - Met again with CAO Heinrich and discussed the contents of the bylaw and the matter was resolved and the complainant was notified and happy with the action taken
- Met with staff as required
- Read and responded to emails where required
- Reviewed agenda, respond to citizen inquiries

Moved by Councillor Scott

Seconded by Councillor Torbohm

“THAT the reports from Council members be received for information.”

CARRIED
#2021/02/23_004

8. UNFINISHED BUSINESS

8.1 Council's Strategic Plan 2021-2022

Moved by Councillor Torbohm

Seconded by Councillor Lauzon

“THAT Council's 2021-2022 Strategic Plan be adopted.”

CARRIED
#2021/02/23_005

8.2 Letter from the Chase and District Museum & Archives – Grant

Moved by Councillor Scott

Seconded by Councillor Lauzon

“THAT the letter from the Chase and District Museum & Archives thanking the Village for the recent grant-in-aid for the new security camera system be received as information.”

CARRIED
#2021/02/23_006

8.3 SILGA Call for Resolutions for 2021 Convention

Moved by Mayor Crowe

Seconded by Councillor Scott

“THAT the Provincial government be asked to urge the fire underwriters to allow small municipalities with small geographic areas to operate their well maintained and low mileage fire apparatus beyond 20 years.”

CARRIED
#2021/02/23_007

8.4 Art Holding Arena Operating Agreement

Council set a date for a Special meeting to discuss the Arena Operating agreement for Tuesday March 2, 2021 at 5:00 p.m.

9. **NEW BUSINESS**

9.1 Zoning Amendment - 1162 Shuswap Avenue

Moved by Councillor Scott

Seconded by Mayor Crowe

"THAT the zoning amendment application for 1162 Shuswap Avenue be accepted; AND,

THAT the Village of Chase Zoning Amendment Bylaw 897-2021 be read a first time."

CARRIED

#2021/02/23_008

Moved by Councillor Torbohm

Seconded by Councillor Lauzon

"THAT the Village of Chase Zoning Amendment Bylaw 897-2021 be read a second time."

CARRIED

#2021/02/23_009

Moved by Councillor Scott

Seconded by Councillor Torbohm

"THAT the Village of Chase Zoning Amendment Bylaw 897-2021 be submitted to Public Hearing."

CARRIED

#2021/02/23_010

9.2 Elevator at Chase Fire Hall – Conversion to Hose Drying Tower

Moved by Councillor Torbohm

Seconded by Mayor Crowe

"THAT the elevator shaft at the Chase Fire Hall be converted into a fire hose drying tower at a cost not to exceed \$2,000."

CARRIED

#2021/02/23_011

9.3 Community Emergency Preparedness Fund- Flood Risk Assessment, Flood Mapping & Flood Mitigation Planning

Moved by Mayor Crowe

Seconded by Councillor Lauzon

"THAT Council approves the submission of a grant application to the Community Emergency Preparedness Fund under the 2021 Flood Risk Assessment, Flood Mapping & Flood Mitigation Planning Program for the South Thompson River/Little Shuswap Lake floodplain mapping project for a maximum of \$150,000; AND,

That the Village of Chase will provide overall grant management for the project."

CARRIED

#2021/02/23_012

9.4 Canada Pharmacare Act – Bill C-213

Moved by Councillor Torbohm

Seconded by Councillor Scott

"THAT the Village of Chase support Bill C-213, an Act to enact the Canada Pharmacare Act; and that the resolution be forwarded to MP Peter Julian."

CARRIED

#2021/02/23_013

9.5 Low Income Seniors Housing Project at 221 Shepherd Road

Moved by Councillor Scott

Seconded by Mayor Crowe

"THAT Administration be directed to provide a letter response to Ms. Campbell's questions."

CARRIED

#2021/02/23_014

9.6 Trans-Canada Highway 1 Chase Four Laning Project

Moved by Councillor Torbohm

Seconded by Councillor Lauzon

"THAT the letter from Jennie Wiebe, President, Sun Valley Housing Society, to the Minister of Transportation and Infrastructure, requesting a wall be installed to separate their 48-unit senior housing complex and Brooke Drive, be received as information."

CARRIED

#2021/02/23_015

9.7 3-Digit Suicide Prevention Hotline

Moved by Mayor Crowe

Seconded by Councillor Lauzon

"WHEREAS the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline;

AND WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200 per cent;

AND WHEREAS existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;

AND WHEREAS in 2022 the United States will have in place a national 988 crisis hotline;

AND WHEREAS the Village of Chase recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

NOW THEREFORE BE IT RESOLVED THAT Village of Chase endorses this 988 crisis line initiative; AND,

THAT Administration be directed to send a letter indicating such support to the local MP, MPP, Federal Minister of Health, the CRTC and local area municipalities to indicate our support."

CARRIED

#2021/02/23_016

9.8 Human trafficking/sexual exploitation, youth and child exploitation

Moved by Councillor Scott

Seconded by Councillor Torbohm

"THAT the letter Cathy Peters, BC Anti-human trafficking educator, be received as information."

CARRIED

#2021/02/23_017

10. NOTICE OF MOTION
None

11. OPPORTUNITY FOR PUBLIC TO SPEAK ON MUNICIPAL MATTERS

Sandra Welton, of 6377 VLA Road, requested an update on the memorial bench and plaque in memory of her mother.

The Corporate Officer responded that installation will occur when the weather window is favourable and warm enough for the epoxy to bond.

Bruce Nelson, of 216 Ash Drive, expressed concern about students crossing Shuswap Avenue between Creekside Seniors and the Chase Legion.

Moved by Mayor Crowe

Seconded by Councillor Lauzon

"THAT Public Works be directed to install a crosswalk in a safe location for student crossing West of Veteran's Bridge."

CARRIED

#2021/02/23_018

12. IN CAMERA
None

13. RELEASE OF IN CAMERA ITEMS
None

14. ADJOURNMENT

Moved by Mayor Crowe

Seconded by Councillor Torbohm

"THAT the February 23, 2021 Village of Chase Regular Council meeting be adjourned."

CARRIED

#2021/02/23_019

The meeting concluded at 5:11 p.m.

Rod Crowe, Mayor

Sean O'Flaherty, Corporate Officer



VILLAGE OF CHASE

Memorandum

Date: March 4, 2021
To: Mayor and Council
From: CAO
RE: Report of Tasks from February 4 to March 4, 2021

- Reviewed and approved invoices for various purchases
- Provided highlights of Council's February 9 and 23, 2021 meetings to Chase Sunflower and other media outlets
- Various meetings with staff members, Council members
- Provided information to Council on various issues including upcoming meetings, workshops, and operational matters
- Weekly meetings with Senior Management team and MOTI staff regarding technical issues relating to highways construction
- Weekly meetings with Senior Management team to operationalize Council directions and discuss other operational matters needing to be dealt with
- Responded to queries from the public on various municipal matters
- Delegated various tasks to other managers and staff
- Met with Fire Chief to discuss Fire Department matters
- Participated in meeting with CFO and benefits plan provider regarding plan renewal
- Participated in Town Hall meeting arranged by MP Mel Arnold regarding Tourism matters
- Participated in virtual meeting regarding Thompson Region Division of Family Practice
- Participated in matters relating to collective agreement language dispute
- Arrange for all-staff meeting March 10, 2021 to discuss Council's strategic plan and implementation, Covid-19 issues, Highways upgrades information once it is available, other pertinent issues and to obtain feedback from staff on various topics of concern
- Ensure appropriate enquiries and issues come before Council for Council direction
- Ensure regular sharing of information to staff members regarding Council meetings and decisions
- Providing support to all staff on day to day operational matters
- Receive and distribute all incoming mail, manage email enquiries to general mailbox and delegate matters as required
- Respond to various queries from the public regarding Council directives, policy and procedural matters, in-person meetings with members of the public
- Authorized, with the Mayor, payroll and accounts payable transactions

Respectfully submitted,



VILLAGE OF CHASE

Memorandum

Date: 5 March 2021

To: Mayor and Council

From: Sean O'Flaherty, Corporate Officer

RE: Activities undertaken from February 8, 2021 to March 5, 2021

Regular Duties:

- Preparation of Council meeting agendas and minutes
- Prepared Council reports and correspondence on various matters
- Responding to email and telephone inquiries
- Assisting staff and public with legislative and bylaw interpretations, and general support
- Responding to land use inquiries
- Liaising with the Building Inspector on zoning confirmation matters
- Prepare and distribute Village communications through social media, the Village's website, and the Sunflower newsletter insert
- Dealing with IT issues

Other Duties/Activities During the Reporting Period:

- Weekly and more discussions with MOTI regarding Trans-Canada Highway
- Frequent discussions internally and with consultant regarding Trans-Canada Highway
- Processed 5 comfort letters
- Fielded many calls on residential and commercial real estate
- Participated in a TNRD meeting regarding changes to Contaminated Sites Regulation
- Participated in a TNRD meeting regarding changes to Building Permit bylaw
- Working on the Boscher land acquisition project
- Met with the Chase Environmental Action Group regarding the OCP
- Met with Shirley Bates regarding the Underwood Hotel and Corona Heights
- Discussed subdivision potential for a property on Okanagan Ave
- Working on provincial vaccine rollout with IHA officials
- Working with federal election officials on re-validating the Community Hall

Bylaw Enforcement

- Bylaw Enforcement activity is normal. Business License renewals are occurring.

Dog Control

- Dog control matters are normal. Dog License renewals are occurring.

Respectfully submitted

Approved for Council Consideration by CAO



VILLAGE OF CHASE

Memorandum

Date: March 4, 2021
To: Council
From: CFO
RE: February 2021 Report

Regular Duties

- Dealt with property taxes and utility billing issues as required.
- Upload BC Assessment roll updates.
- Reconcile Utilities, Property Taxes and Accounts Receivable ledgers.
- Monthly Bank Reconciliation.
- Preparation of reports to Council.

Budget, Property Taxes & Financial Reporting

- Preparation for financial Audit.
- Yearend entries and account transfers completed.
- Centralized HOG information for 2020 submitted to Province of BC.
- Completed User Insurance yearend report.
- Prepare GST and WCB yearend summaries for auditors.
- Payroll information and reconciliations submitted to auditors.
- Forwarded all preliminary schedules and information to auditors.
- Completed PSAB COVID -19 Checklist with auditors.
- Completed Market Audit Approaches summary with auditors.
- Met with Manager of Public Works for 2021 budget discussion.

Grant Applications, Implementation and Reporting

- Prepared Budget Forecast and Periodic Progress Report for Willson Park Footbridge Project.
- Housing Needs Grant Funding Final Report submitted.
- Prepared Council report for 2021 CEPF grant funding for the floodplain mapping of the South Thompson and Little Shuswap areas.
- Submitted South Thompson and Little Shuswap floodplain mapping grant application.
- Willson Park Footbridge RFP issue February 8th Closed February 26, 2021.

Other

- Participated in MOTI meetings.
- Prepare report to Council for fire truck acquisition.
- Participated in Chase & District Recreation Society meeting
- Community Hall insurance claim filed for "water escape".
- Complete CivicInfo payroll surveys.
- Review and develop strategy for Arena "wishlist".
- Participated in meeting with MP Mel Arnold.
- Participate in 2020 extended health benefits review meeting.
- Compiled Arena funding information.
- Shredding of Council approved files for destruction completed.

Respectfully submitted,


Joanne Molnar

Approved for Council Consideration by CAO


Joni Heinrich



VILLAGE OF CHASE

Memorandum

Date: March 02, 2021
To: Mayor and Council
From: Public Works Manager
RE: Public Works Operations Update

Utilities

The Village of Chase Water Treat plant GE microfiltration system was offline for most of the month of February, due to an instrumentation pressure control device failure. This device is required to conduct daily integrity tests on the membrane system as part of the Interior Health Conditions of Permit requirements. Due to the delay from the manufacturer of obtaining the replacement part, a critical spare has been ordered to prevent any further emergency shutdowns in the future. Fortunately, with the state-of-the-art treatment facility, it already has the redundancy of a separate automated backup ground well system with its own ultraviolet system and chlorination to complete the 4 log inactivation of viruses, cryptosporidium and giardia. After several trials to ensure proper operation, the GE microfiltration system was put back into production Feb.26/21. The continuation of the intervention plan for the water meters are ongoing and working in conjunction of inventory of spare meters and replacement parts. Two of the Public Works staff attended an Occupational First Aid Level 1 to fulfill WorkSafe BC requirements for an onsite First Aid attendant for minor treatment. This training was provided by Thompson Nicola training. On Feb.23/21, I attended the TNRD Invasive Plant Management committee virtual workshop for the Operational Planning session for Land Managers in the TNRD-TNIPMC. The two additional fleet equipment for the fleet management plan, have been ordered with the expected delays of arrival of 8 to 12 weeks due to minimalized production restrictions.

Parks and Recreation

The two Seasonal laborer staff have returned to work on Feb.16/21 to start the Parks and recreation maintenance in preparation for the necessary upcoming season. Boat launch ramp repairs were completed Feb.23/21 at the Memorial Park boat access for the upcoming season. All necessary permits and correspondence were conducted to meet the approval requirements by the Ministry of Forest, Lands, Natural Resource Operations and Rural Development.

Roads and Drainage

The Public Works staff continued to provide all necessary snow removal maintenance during the month of February, pertaining to the weather conditions and safety requirements. I also attended regular weekly meetings with M.O.T.I. for technical discussions for the Chase Highway project. Continuation of pothole repairs throughout the Village Infrastructure were conducted throughout the month, pending weather conditions.

Solid Waste and Recycling

Continuation of semi-monthly meetings of our team to finalize the Recycle BC transition plan still in progress, with the assistance of the TNRD Environmental Services Coordinator.

General Duties

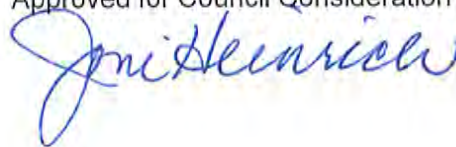
Other accomplishments this month include:

- Public Works will be utilizing a new contractor (Atlas Power Sweeping Ltd.) for street sweeping potentially starting late April and weather pending.
- Developing Inspection checklists for several applications throughout assets for the VOC for liability purposes.
- Public Works assisted with preparation of paper shred for Village Office.

Respectfully submitted,

Joe Matias

Approved for Council Consideration by CAO





VILLAGE OF CHASE

Memorandum

Date: March 1, 2021
To: Village of Chase
From: Chase Fire Department
RE: Fire Chief's report

Fire Chief's Report for February, 2020

Fire Calls for February:

5 calls; 2 false alarms, 3 BCAS Lift Assist

Rescue Calls for February:

3 Calls; 1 MVI with Extrication, 2 – Stood down on Scene

To date, Campfire burning permits: 78 - Open Burning permits 2

We have 21 members including 3 juniors, 19 members with their Exterior Operation Certification. Two of our junior members have successfully completed their Exterior Operations; this is the first time in the history of Chase Fire Rescue that any junior members have achieved this level of training. (Although they won't be put in harm's way as they are still junior members, but still a vital member when on scene)

Training has been going well; we have altered our training schedule. Instead of training every Tuesday night, we train in four (4) smaller groups during the week to help protect ourselves against COVID.

Rescue training has been going well, we have also altered Rescue training schedule as well.

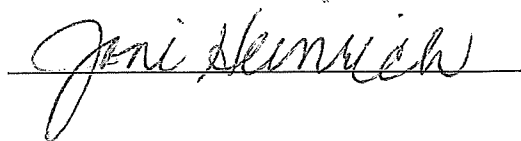
We are gearing up for Wild Fire Season. We will be reviewing our Structural Protection Program for Wildland Fire Fighters; Wildland Fire Fighting - S-100/185 has been scheduled for April 24th.

I have started the required Fire Inspection for 2021.

Respectfully submitted,

Fire Chief, B. Lauzon

Approved for Council Consideration by CAO





VILLAGE OF CHASE

Memorandum

Date: March 5, 2021
To: Mayor and Council
From: Corporate Officer
RE: Letter of Agreement with the Ministry of Transportation and Infrastructure

The Letter of Agreement between the Village of Chase and the Ministry of Transportation and Infrastructure essentially defines the obligations of both the Province and the municipality as it relates to the infrastructure improvements within the Village during the *Chase East* phase. The agreement is necessary to proceed and will provide surety reduced risk to both parties.

Some of the key parts of the agreement is to define the project boundary (Schedule "B"); define the jurisdictional limits that the Village of Chase will assume ownership upon completion (Schedule "C", note, these works have a 1 year warranty period); ensures the Village's commitment to issuing permits and approvals; and finally grants the Province rights to occupy Village land for purposes of construction (Schedule "D").

Recommendation:

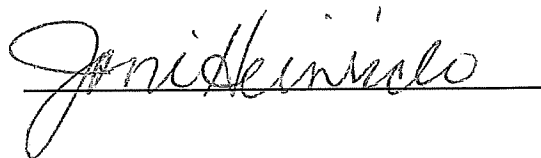
"THAT the Village of Chase enter into a Letter of Agreement with the Ministry of Transportation and Infrastructure; AND,

THAT the Mayor and Corporate Officer be authorized to execute the agreement on behalf of the Village of Chase."

Respectfully submitted,



Approved for Council Consideration by CAO



LETTER OF AGREEMENT

BETWEEN:

**Her Majesty the Queen in the Right of the Province of British Columbia,
as represented by the MINISTER OF TRANSPORTATION & INFRASTRUCTURE**
Southern Interior Region, 342-447 Columbia Street, Kamloops, BC V2C 2T3

(the "Ministry")

AND:

The Village of Chase
826 Okanagan Ave, PO Box 440, Chase, BC V0E 1M0

(the "Village")

Re: Project 23909 – Hwy 1 Chase Four- Laning – Chase West to Chase Creek Bridge

WHEREAS:

- A. The Ministry and the Village wish to complete widening of Highway 1 to four lanes between Shuswap Avenue West and Chase Creek Bridge, together with intersection improvements and related infrastructure improvements.
- B. The Village is the owner of all other roads intersecting Highway 1 between Shuswap Avenue West and Chase Creek Bridge as well as secondary roads within the Village boundary. The Ministry is the owner of Highway 1.
- C. Together, the Ministry and the Village wish to complete additional municipal works as part of the Work as a result of the highway infrastructure improvements. The Ministry and the Village have entered into a separate Letter of Agreement (Identification Number 23909LA0001) regarding property requirements for the municipal work, in which the Village has committed to provide funding.
- D. The Ministry intends to enter into a Contract with a qualified Contractor for construction of the Work, including but not limited to the following:
 - a. Approximately 1.6km of widening of Highway 1 from two to four lanes between Shuswap Avenue West and Chase Creek Bridge including a new interchange at Brooke Drive, conversion of the existing Coburn St intersection to a restricted emergency vehicle only access, and closure of the existing Foothills Rd intersection;
 - b. Stormwater management infrastructure including retention ponds within Ministry right-of-way and a combination of overland ditching and underground piping with appropriate catch basins and connections on Brooke Drive, Shepherd Road, Mason Street, Shuswap Avenue, Foothills Road and Coburn Street which will be situated on both Ministry and Village property. The ditching, underground piping and other related works may result in impacts to existing Village infrastructure including, but not limited to, sanitary sewer and potable water which may require additional work to resolve the conflicts;
 - c. Pedestrian and roadway improvements extending the full length of Brooke Drive to Shuswap Avenue;
 - d. Multi-use pathway connection from Foothills Road to the existing Chase Creek Falls trail, including a separated pedestrian sidewalk on the existing Chase Creek Bridge;

- e. Other utility relocations and upgrades including, but not limited to, FortisBC gas lines, BC Hydro and TELUS overhead services and Chase Irrigation District waterline; and
- f. Relocation of existing Village landscaping including "Welcome to Chase" sign and decorative wooden structures.

NOW THEREFORE, in consideration of the covenants contained in this Agreement, the Parties agree as following:

DEFINITIONS

1. In this Agreement,

- a) "**Commencement Date**" means the date in which the Major Works Contract is awarded for Project 23909 Hwy 1 Chase West to Chase Creek Bridge Four Laning;
- b) "**Completion Date**" means the date of construction completion, as defined in the Contract;
- c) "**Contract**" means the legal agreement(s) for the construction of the Work;
- d) "**Contractor**" means the party or parties with whom the Ministry has, or intends to, enter into the Contract for construction of the Work;
- e) "**Design**" means the specifications for the Work as shown in Schedule A;
- f) "**improvements**" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;
- g) "**Land**" means the the area shown shaded grey on the plan attached as Schedule B
- h) "**Project**" means Project 23909 Hwy 1 Chase West to Chase Creek Bridge Four Laning
- i) "**Village Jurisdictional Boundary**" means the area shown hatched with crosses on the plan attached as Schedule C;
- j) "**Village Work**" means all portions of the Work related to the design and construction of upgrades and improvements, as shown in the Design, to Village infrastructure within the Village Jurisdictional Boundary, which includes, but is not limited to, all utility tie-in works; and
- k) "**Work**" means all work, including but not limited to the Village Work, performed by the Contractor related to the Project, together with intersection improvements and related infrastructure improvements as set out in the Design.

MINISTRY'S OBLIGATIONS

- 2. The Ministry will assign a project manager for the Project and Ministry personnel to the Project team and provide contract administration, construction supervision and quality assurance services during construction of the Work.

3. The Ministry will liaise with the Village on an ongoing basis during the Project with respect to delivery of the Village Work in accordance with the Design.

VILLAGE'S OBLIGATIONS

4. The Village must issue all approvals and permits that are required for the Ministry to proceed with and complete the Work in accordance with the Contract.
5. From and after the Completion Date, the Village will assume ownership of the Village Work, and will be responsible for all maintenance, repair, improvements, inspections, installation, replacement, decommissioning, and removal of and to the Village Work. For greater certainty, the Village cannot refuse to accept ownership of the Village Work, or responsibility for all maintenance, repair, improvements, inspections, installation, replacement, decommissioning, and removal of and to the Village Work from and after the Completion Date. This section will survive the expiration or earlier termination of this Agreement.
6. The Village will appoint a Village liaison for the Project to coordinate all the Village's reviews and approvals related to the Project. The Village will also provide any necessary staff time required to review and facilitate Project design and construction processes.
7. The Ministry will provide the Village with an opportunity to complete a detailed review of:
 - a) those portions of the Design that relate to the Village Work; and
 - b) all documents related to the Village Work provided to the Village by the Ministry.
8. The Village must provide the Ministry with written comments, if any, on the items described in section 7 prior to the date the Project is put to tender by the Ministry. The Village acknowledges that the Province may in its sole discretion, but is not obliged to, receive, review, or accept changes to the scope of the Project after the date of tender.
9. The Village grants to the Ministry a non-exclusive right to enter upon and occupy lands owned by the Village including, but not limited to, municipal roads substantially on the terms of the agreement attached hereto as Schedule D.
10. The Village will release Her Majesty the Queen in Right of the Province of British Columbia (the "**Province**") and its servants, employees, officers, directors and agents from and against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities arising out of or in connection with the Village Work. This section will survive the expiration or earlier termination of this Agreement.
11. The Village will indemnify the Province and its servants, employees, officers, directors and agents against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs and liabilities, including fees of solicitors and other professional advisors, arising out of or in connection with:
 - a) the Village Work; and
 - b) the Village's breach, violation or nonperformance of a provision of this Agreement,

and the amount of all such losses, damages, fines, penalties, costs, expenses and liabilities will be payable to the Ministry upon demand. This section will survive the expiration or earlier termination of this Agreement.

TERM

12. The term of this Agreement commences on the Commencement Date and terminates on the Completion Date.

APPLICABILITY OF VILLAGE ENACTMENTS

13. The Parties acknowledge that section 14(2) of the *Interpretation Act* applies to the Work and that enactments, including, without limitation, Village bylaws, that would bind or affect the Ministry in the use or development of land, including without limitation, the Land, or in the planning, construction, alteration, servicing, maintenance or use of "improvements" (as defined in the *Assessment Act*) including, without limitation, the Village Works, do not bind or affect the Ministry.

NOTICE

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

to the Village

Village of Chase
PO Box 440, 826 Okanagan Avenue
Chase, British Columbia
V0E 1M0
Attention: Joni Heinrich, CAO
Email: cao@chasebc.ca

to the Ministry

Ministry of Transportation and Infrastructure
447 Columbia Street
Kamloops, British Columbia
V2C 2T3
Attention: Maike Schimpf
Email: Maike.Schimpf@gov.bc.ca

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

15. In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent email copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of an email copy of any notice, will affect the deemed delivery provided in section 14.

DISPUTE RESOLUTION

16. The Parties will attempt in good faith to resolve any disputes relating to this Agreement informally. Upon the request of either party, a dispute will be referred to senior representatives of the Parties for resolution.
17. Subject to section 19, if a dispute under this Agreement is not resolved under section 16 within 10 business days of the dispute being referred to the persons identified in section 16, or within such other time as the Parties agree to in writing, a party may refer the dispute to arbitration conducted by a sole arbitrator appointed under the *Arbitration Act*.
18. The cost of arbitration under section 17 will be shared equally by the Parties and the arbitration will be governed by the laws of British Columbia.
19. A dispute under this Agreement in respect of a matter within the sole discretion of a party cannot, unless that party agrees, be referred to arbitration as set out in section 17.

GENERAL

20. The Village must not assign its rights or obligations under this Agreement.
21. The Parties agree that any amendment to this Agreement must be in writing and duly executed by both Parties.
22. The Village will at all times treat as confidential all documents and other information supplied to or obtained as a result of this Agreement and shall not permit the publication, release or disclosure of the same without the prior written consent of the Ministry. This obligation survives the expiration or earlier termination of this Agreement.
23. This Agreement extends to, is binding upon and enures to the benefit of the Parties, their heirs, executors, administrators, successors and permitted assigns.
24. The Village agrees that nothing in this Agreement constitutes the Village as the agent, joint venturer or partner of the Ministry.
25. In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
26. The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
27. This Agreement will be interpreted according to the laws of the Province of British Columbia.
28. Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
29. If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

30. Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
31. This Agreement constitutes the entire agreement between the Parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the Parties.
32. Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
33. Time is of the essence of this Agreement.
34. This Agreement may be executed in one or more counterparts. Any single counterpart of a set of counterparts executed, in either case, by all of the Parties, will constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or PDF form.

The parties have executed this Letter of Agreement as of _____, 20 ____

Signed on behalf of **Her Majesty the Queen
in the right of the Province of British
Columbia**, as represented by the **Minister
of Transportation & Infrastructure**

Signature of Authorized Representative of the Ministry

Name and Title

Signed on behalf of the **Village of Chase**

Signature of Authorized Representative of the Village

Signature of Authorized Representative of the Village

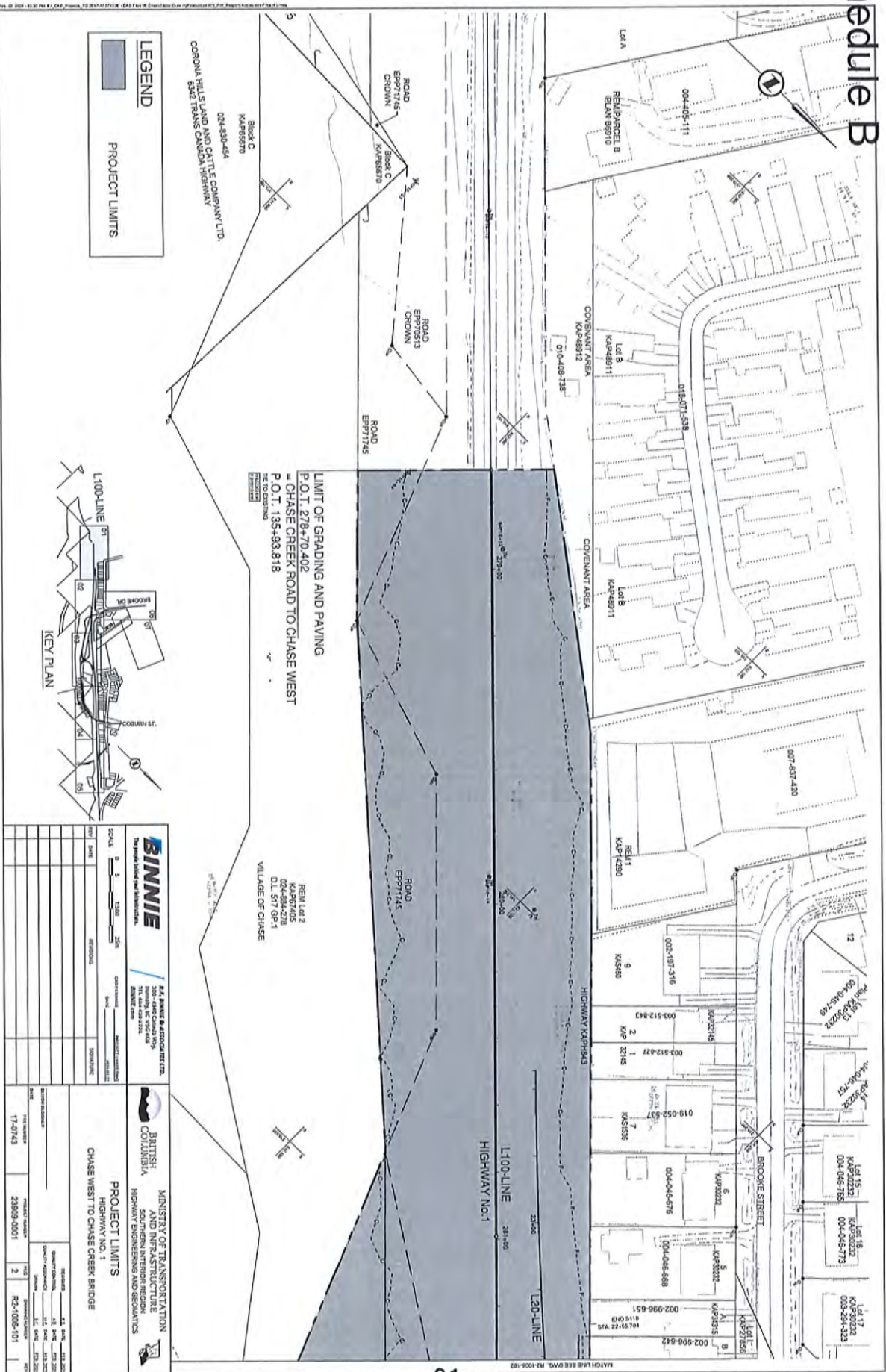
Name and Title

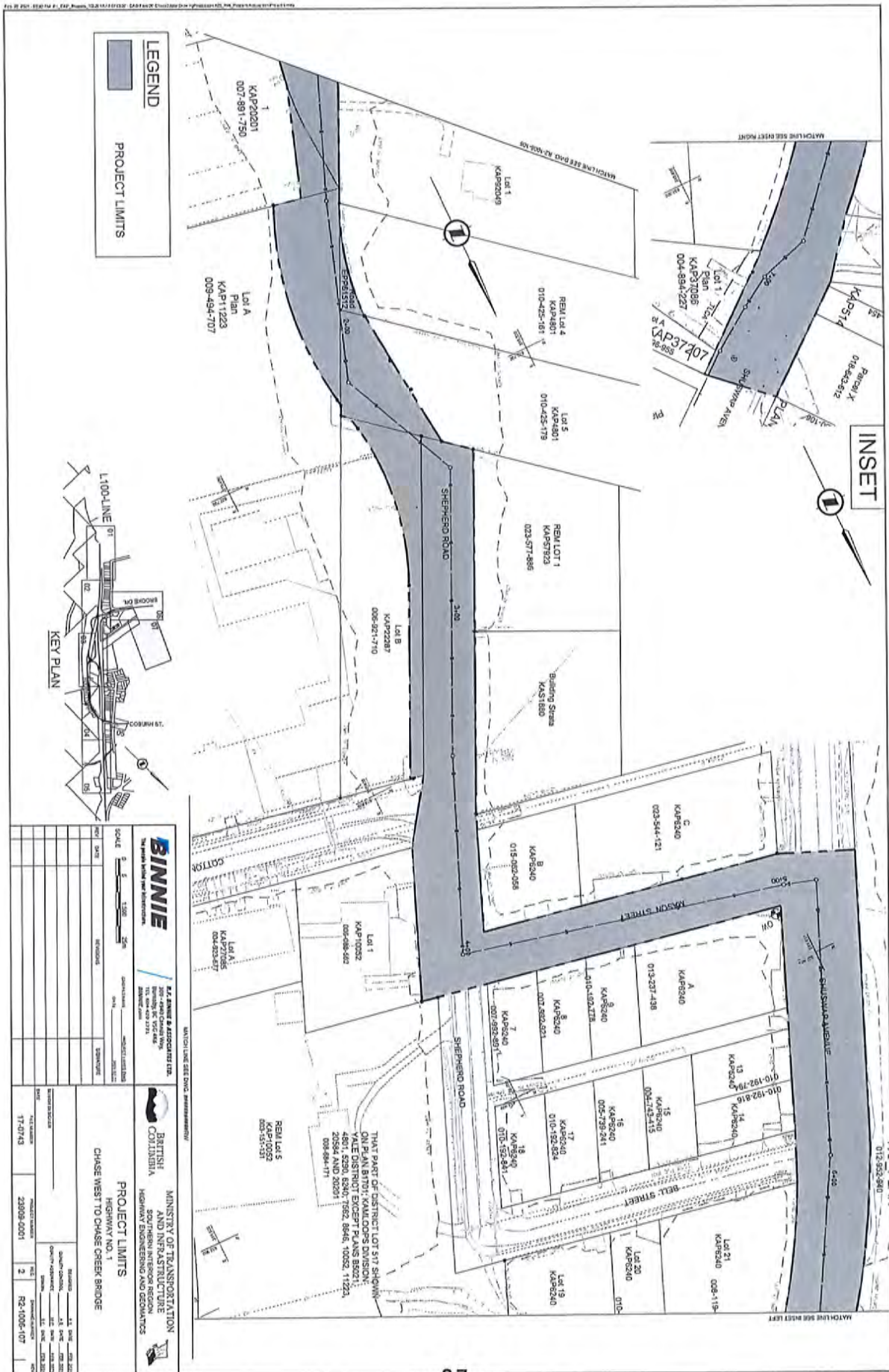
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SCHEDULE A

Design

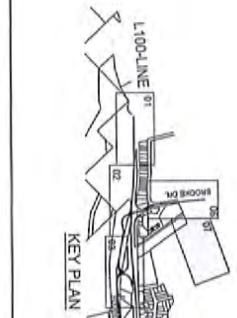
Schedule B





LEGEND

PROJECT LIMITS



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2012-2013

2014-2015

2016-2017

2018-2019

2020-2021

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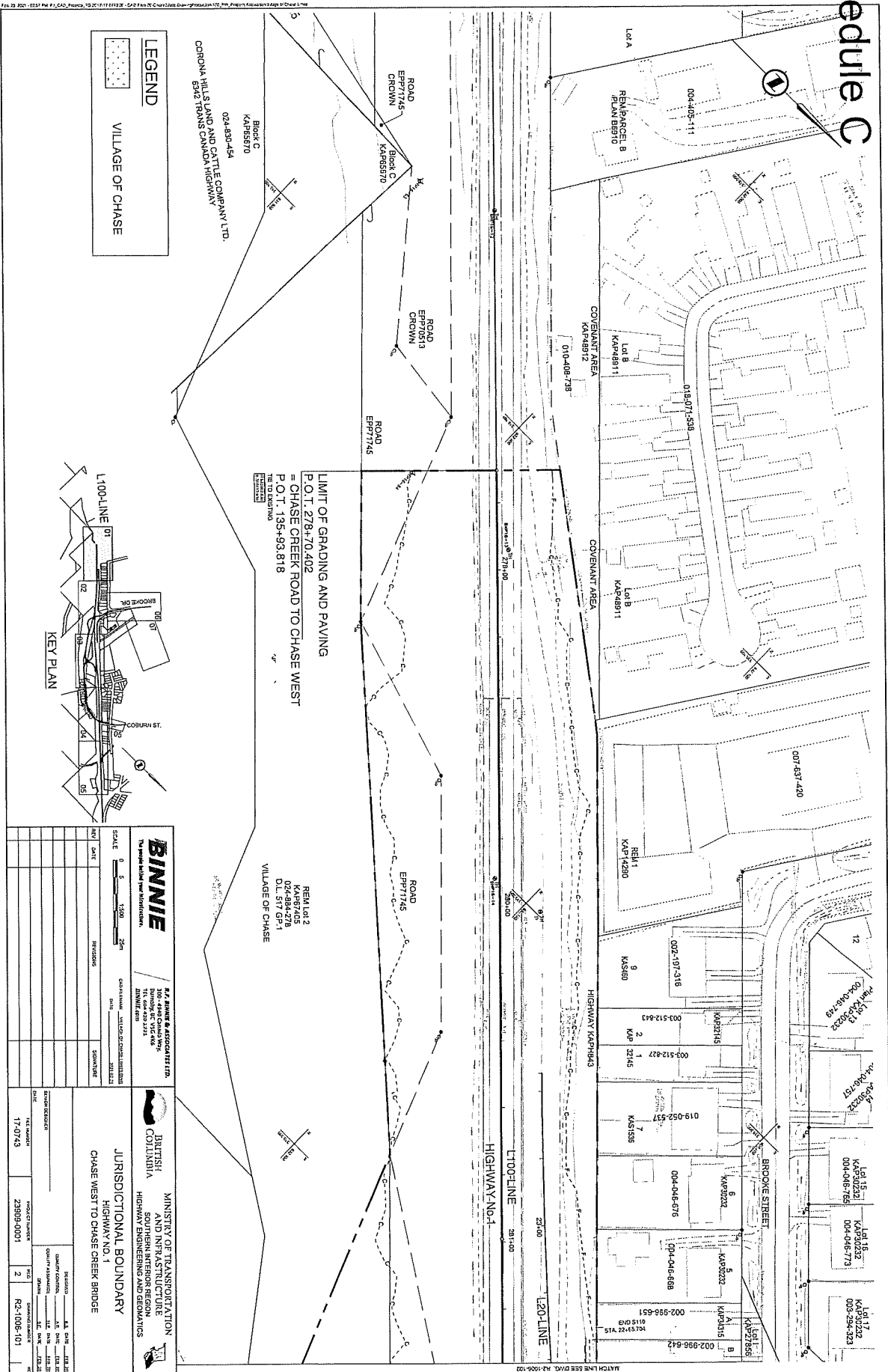
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Schedule C



Schedule D

THIS AGREEMENT is dated for reference February ___, 2021

BETWEEN:

THE VILLAGE OF CHASE

(the "Licensor")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the minister responsible for the *Transportation Act*

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Activities" means all activities required by the Licensee to complete the Contract Work, including, without limitation, the Village Work;

"Agreement" means this licence of occupation;

"Assignment Agreement" means the form of the Licensee that is numbered H-0074(a) and all replacements of that form;

"Commencement Date" means the date in which the Contract is awarded for Project 23909 Hwy 1 Chase West to Chase Creek Bridge Four Laning;

"Contract" means the legal agreement(s) for the construction of the Contract Work;

"Contract Work" means all work, including but not limited to the Village Work, performed by the Contractor related to the widening of Highway 1 to four lanes between Shuswap Avenue West and Chase Creek Bridge, together with intersection improvements and related infrastructure improvements as set out in the Design;

"Contractor" means the party or parties with whom the Licensee has, or intends to, enter into the Contract for construction of the Contract Work;

"Licence Area" means the area shown hatched with crosses on the plan attached as Schedule A;

"Term" means the period set out in section 2.2 as may be extended under section 2.3;

"Village Work" means all portions of the Contract Work related to the design and construction

of upgrades and improvements to Licensor infrastructure, which includes, but is not limited to all infrastructure within the Licensor's jurisdictional boundary and utility tie-in works;

"Warranty Period" means the warranty period described in the Contract for the Contract Work; and

"Works" means all improvements and works of public utility, including provincial public undertakings (as defined in the *Transportation Act*).

ARTICLE 2 - GRANT, TERM AND RENEWAL

- 2.1 On the terms and conditions set out in this Agreement, the Licensor grants to the Licensee, its employees, agents, contractors, sublicensees and invitees an irrevocable licence of occupation over the Licence Area for the following purposes:
- (a) to enter, use, labour, go, return, pass and repass along, over and upon the Licence Area with or without materials, machinery, supplies and equipment to undertake the Activities;
 - (b) to establish all necessary grades and levels;
 - (c) to undertake, perform and complete surveys, tests, inspections and examinations of the Contract Work, the Works, and the Licence Area;
 - (d) to licence, sublicense, or allow any person to exercise any of the rights granted to the Licensee under this Agreement on such terms as the Licensee, in its sole discretion, may decide; and
 - (e) to do all acts which, in the Licensee's opinion, are necessary and incidental to the use of the Licence Area for the purposes set out in this Agreement.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the date that the Warranty Period expires.
- 2.3 This Agreement may, in the sole discretion of the Licensee, be renewed for a period of 60 days by written notice from the Licensee to the Licensor delivered not later than 10 days before the expiration of the Term (or any renewal of the Term).

ARTICLE 3 - FEE

- 3.1 The fee for the Term is \$1.00, the receipt and sufficiency of which is acknowledged by the Licensor.

ARTICLE 4 - COVENANTS

- 4.1 The Licensee must
- (a) use and occupy the Licence Area only for the purposes set out in section 2.1;

- (b) not place on or make to the Licence Area any improvement except for the purposes set out in this Agreement; and
- (c) on the termination of this Agreement, peaceably quit and deliver to the Licensor possession of the Licence Area in a safe, clean and sanitary condition, and all the Licensee's right, interest and estate in the Licence Area will be absolutely forfeited to the Licensor, and to the extent necessary, this covenant will survive the termination of this Agreement.

ARTICLE 5 - TRANSFER OF THE LICENCE AREA

- 5.1 The Licensor must not transfer the fee simple interest in the Licence Area to any person without assigning its obligations under this Agreement to the person to whom the fee simple interest in the Licence Area is to be transferred by way of the Assignment Agreement.

ARTICLE 6 – HOURS OF WORK AND APPLICABILITY OF VILLAGE ENACTMENTS

- 6.1 The parties acknowledge that section 14(2) of the *Interpretation Act* applies to the Activities and that enactments, including, without limitation, bylaws of the Village of Chase, that would bind or affect the Licensee in the use or development of land, including without limitation, the Land, or in the planning, construction, alteration, servicing, maintenance or use of "improvements" (as defined in the *Assessment Act*) including, without limitation, the Village Works, do not bind or affect the Licensee.
- 6.2 Without limiting the generality of section 6.1, the parties acknowledge and agree that the hours of work for the Activities will be governed by the Contract and not by the bylaws of the Village of Chase.

ARTICLE 7 - NOTICE

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

to the Licensor

Village of Chase
PO Box 440, 826 Okanagan Avenue
Chase, British Columbia
V0E 1M0
Attention: Joni Heinrich, CAO
Email: cao@chasebc.ca

to the Licensee

Ministry of Transportation and Infrastructure
447 Columbia Street
Kamloops, British Columbia
V2C 2T3
Attention: Maike Schimpf
Email: Maike.Schimpf@gov.bc.ca

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

- 7.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent email copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of an email copy of any notice, will affect the deemed delivery provided in section 7.1.

ARTICLE 8 - MISCELLANEOUS

- 8.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 8.2 No remedy conferred upon or reserved to the Licensor under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 8.3 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 8.4 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond the Licensee's reasonable control, other than normal weather conditions, the Licensee is delayed in performing any of its obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay.
- 8.5 The Licensee agrees with the Licensor that nothing in this Agreement constitutes the Licensee as the agent, joint venturer or partner of the Licensor.

ARTICLE 9 - INTERPRETATION

- 9.1 In this Agreement, "person" includes a corporation, firm or association and wherever the

singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

- 9.2 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 9.3 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 9.4 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 9.5 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 9.6 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 9.7 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 9.8 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 9.9 Time is of the essence of this Agreement.
- 9.10 This Agreement may be executed in one or more counterparts. Any single counterpart of a set of counterparts executed, in either case, by all the Parties, will constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or PDF form.

[INTENTIONALLY BLANK – EXECUTION PAGE TO FOLLOW]

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

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

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

SIGNED on behalf of
VILLAGE OF CHASE
by its authorized signatories

Authorized Signatory

Authorized Signatory

VILLAGE OF CHASE
Bylaw No. 898-2021

A Bylaw to Amend the Village of Chase Municipal Ticket Information Bylaw No. 736-2010

WHEREAS the Council of the Village of Chase has adopted the Village of Chase Municipal Ticket Information Bylaw No. 736-2010 being a bylaw which may be enforced by means of a municipal ticketing system; which offences are subject to municipal ticketing; who can issue municipal tickets and what fines may be imposed for each offence;

AND WHEREAS The Council of the Village of Chase deems it necessary to amend Bylaw No. 736-2010, Schedule "A", to include infractions for violating inspection requirements as per Village of Chase Volunteer Fire Department Establishment and Regulation Bylaw No. 795, 2014;

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 MUNICIPAL TICKET INFORMATION Amendment Bylaw No. 898-2021".
2. Schedule "A" is hereby replaced with "Schedule "A"" as attached.
3. Appendix 13 is hereby added as attached.
4. 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 ___ DAY OF ___ 2021.

READ A SECOND TIME THIS ___ DAY OF ___ 2021.

READ A THIRD TIME THIS ___ DAY OF ___ 2021.

ADOPTED THIS ___ DAY OF ___ 2021.

Rod Crowe, Mayor

Sean O'Flaherty, Corporate Officer

SCHEDULE A

Column 1

DESIGNATED BYLAWS

1. Noise Control Bylaw No. 728, 2010
2. Dog Control Bylaw No. 729, 2010
3. Outdoor Burning Bylaw No. 730, 2010
4. Property Maintenance Bylaw No. 731, 2010
5. Sanitary Sewer Regulations Bylaw No. 750, 2010
6. Open Liquor Prohibition Bylaw No. 752, 2010
7. Waterworks Bylaw No. 718, 2010
8. Business Licence Bylaw No. 735, 2011
(Amending bylaw 830, 2016)
9. Fireworks and Firecracker Regulation
Bylaw No. 742, 2010
10. Zoning Bylaw No. 683, 2006

Column 2

DESIGNATED BYLAW ENFORCEMENT OFFICERS

Bylaw Enforcement Officer
Chief Administrative Officer
RCMP Officer

Animal Control Officer
Bylaw Enforcement Officer
Chief Administrative Officer
RCMP Officer

Fire Chief
Deputy Fire Chief
Bylaw Enforcement Officer
Chief Administrative Officer
RCMP Officer

Bylaw Enforcement Officer
Chief Administrative Officer

Bylaw Enforcement Officer
Chief Administrative Officer
Supervisor of Public Works

Bylaw Enforcement Officer
RCMP Officer

Bylaw Enforcement Officer
Chief Administrative Officer
Supervisor of Public Works

Bylaw Enforcement Officer
Chief Administrative Officer

Fire Chief
Deputy Fire Chief
Bylaw Enforcement Officer
Chief Administrative Officer
RCMP Officer

Bylaw Enforcement Officer
Chief Administrative Officer

SCHEDULE A

Column 1

DESIGNATED BYLAWS

11. Building Regulation Bylaw No. 678, 2006

12. Streets and Parking Bylaw No. 732, 2011
(Amending bylaw 830, 2016)

13. Volunteer Fire Department Establishment and
Regulation Bylaw No. 795, 2014

Column 2

DESIGNATED BYLAW ENFORCEMENT OFFICERS

Bylaw Enforcement Officer
Building Inspector

Bylaw Enforcement Officer
Chief Administrative Officer

Fire Chief
Deputy Fire Chief
Bylaw Enforcement Officer
Chief Administrative Officer

APPENDIX 13

Volunteer Fire Department Establishment and Regulation Bylaw No. 795, 2014

<u>Column 1</u> <u>Offence</u>	<u>Column 2</u> <u>Section</u>	<u>Column 3</u> <u>Fine</u>
Failure to remedy deficiency requiring more than one re-inspection	3.27	\$75.00